

THIS AGREEMENT made this 20th day of October, 1996.

B E T W E E N:

**THE CORPORATION OF THE CITY OF NORTH YORK**

Hereinafter called the "Employer"

OF THE FIRST PART

- and -

**THE NORTH YORK CIVIC EMPLOYEES' UNION,  
LOCAL 94, CANADIAN UNION OF PUBLIC EMPLOYEES  
(Outside Workers)**

Hereinafter called the "Union"

OF THE SECOND PART

1. WHEREAS in the interest of the efficient conduct and administration of the Employer's works and affairs, it is desirable and necessary that there shall be harmonious relations between the Employer and its Employees, fair and reasonable remuneration for services rendered, having regard to the responsibilities attached to the position held, nature of the duties thereof, manner of their discharge, seniority in the service, security of tenure of office and promotion within the service;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

2. For the purposes of this Agreement -
  - 2.1 "Employer" shall mean the Corporation of the City of North York.
  - 2.2 "Employee" shall mean all workers employed on the permanent staff for outside work, but shall not include foremen or those above the rank of foremen. All Employees shall be deemed probationary for a period of three (3) months after employment.
  - 2.3 Unit refers to the persons defined herein as Employees.
  - 2.4 "Pension Plan" shall mean the Municipality of Metropolitan Toronto Pension Plan to which the Employer subscribes, and for those Employees hired on or after the 1st day of July,

1968, The Ontario Municipal Employees Retirement System Plan for those Employees covered by such System and the Canada Pension Plan.

3. NOW, THEREFORE, TO EFFECTUATE THE FOREGOING, THE EMPLOYER AND THE UNION HEREBY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:

4.1 All the rights, benefits and privileges which the Employees now enjoy, receive or possess in respect to any or all of the following matters, namely, salary or wages, hours of employment, statutory holidays, vacation period, cumulative sick leave, overtime pay, leave of absence, shall continue to be enjoyed and possessed by the Employees. The Employees agree to give value for value received and at all times to perform their duties in an efficient and workmanlike manner and to ensure that such work as they may be required to perform from time to time, when completed, is left in a tidy condition. The Employees further agree that they will at all times treat the general public courteously and respectfully.

4.2 The Employees acknowledge that it is the exclusive function of the Employer, except as it may be affected by this Agreement and in accordance with the terms of this Agreement, to:

1. Maintain order, discipline and efficiency.

2. Hire, discharge, 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 an Employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as provided).

3. Generally to manage its operation and undertakings and without restricting the generality of the foregoing to select, install and require operation of any equipment, plant and machinery which in its uncontrolled discretion it deems necessary for the efficient and economical carrying out of its operations and undertakings.

5. It is agreed between the Parties hereto that the Union is the sole bargaining agent for the Employees with respect to rates of pay, hours of work and other working conditions of such Employees.

6. **SALARY AND WAGES**

6.1 Salary and Wages shall mean amounts agreed upon according to wage schedule as

hereinafter set forth as Schedule "A" covering the years 1996, 1997 and 1998, as follows. In 1996 - 0%, in 1997 - 0%, and on January 1, 1998 - 1.95%.

6.2 Where new positions, within the bargaining unit are created or current positions reclassified, the Corporation will advise the Union, in advance of the nature of the position and the proposed wage rate. In the event that the Union shall disagree with the said rate then the same shall be negotiated in face to face meetings between the Corporation and the Union. If an agreement is not reached, the Union may seek to oblige the Corporation to negotiate in good faith by referring the matter to Arbitration.

## 7. **HOURS OF WORK**

7.1 The work week for all Employees shall consist of forty (40) hours worked in five (5) eight (8) hour consecutive shifts.

7.2 The normal work week for all Employees shall be from Monday to Friday inclusive, and the daily hours of work shall be from 7:30 o'clock in the forenoon to 4:00 o'clock in the afternoon or 7:00 o'clock in the forenoon to 3:30 o'clock in the afternoon (where applicable). It is understood and agreed that the lunch period shall be from 12:00 o'clock noon to 12:30 o'clock p.m. but that the Employer may vary the time of such lunch period provided that no Employee shall be required to

take his lunch period before 11:30 o'clock a.m. or after 1:00 o'clock p.m. The schedule of hours for those on shift work shall be determined by the Department Head concerned having regard to the nature of the work and Article 7.1 above.

7.3 Employees working day work shall be entitled to work breaks of ten (10) minutes in the forenoon and fifteen (15) minutes in the afternoon. Employees working on other than day work shall be entitled to a work break of fifteen (15) minutes in any four (4) hour working period.

7.4 Employees who have been allocated standby duty for a week, shall receive in addition to their regular pay the sum listed below, along with their overtime pay, for all calls made other than during the hours of a normal working week. All employees called out for standby overtime after their normal working week shall also receive shift differential pay as outlined below in addition to their overtime pay. The shift differential shall be calculated as a distinct separate amount. The employees on standby shall work all holidays during the term of night work and receive time off, with such time off to be taken at a time mutually agreeable to the Employee and the Department Head. Overtime starts from the time the standby call is received by the employee.

1. Effective July 1st, 1991 the sum of \$55.00 per week for standby shall increase to \$68.00.

Effective July 1st, 1997 the sum of \$68.00 per week for standby shall increase to \$73.00.

2. Effective July 1st, 1992 the sum of 60¢ per hour for shift differential shall increase to 62¢ per hour.

\* This premium applies to afternoons and evenings during the week and to days only for Saturday and Sunday emergency call outs.

3. Effective July 1st, 1992 the sum of \$1.02 per hour shall increase to \$1.06 per hour.

\* This premium applies to Saturday and Sunday afternoon and night shift emergency call outs only.

7.5 Employees who are required to work an afternoon or night shift shall be paid a differential as outlined below for such shift work. For employees on permanent shifts employed on night garbage collection and in the City Garage and Employees who are required to work four (4) weeks on shift prior to their vacation period, the shift premium shall be maintained for the calculation of vacation entitlement. Effective July 1st, 1991 the provision "for no pyramiding of overtime with shift premiums" shall be eliminated. Shift workers who work overtime during an afternoon or evening shift shall be paid the differential listed below in addition to their overtime pay. The shift differential shall be calculated as a distinct separate amount.

Effective July 1st, 1991 the present 54¢ per hour for shift differential shall increase to 60¢ per hour.

Effective July 1st, 1992 the sum of 60¢ per hour for shift differential shall increase to 62¢ per hour.

7.6 Employees who are performing Standby Duty shall be provided with a beeper on a rotational basis.

7.7 Caretakers in Community Centres or in Community Centres attached to Arenas, who are required to temporarily change their normal shift, shall be given forty-eight (48) hours notice of said shift change, save and except, where emergencies occur.

7.8 Employees on Standby Duty shall be given priority with respect to emergency overtime in their respective Departments.

7.9 Employees shall be allowed to exercise their seniority for their preference in shifts.

8. **OVERTIME AND WEEK-END PREMIUM**

8.1 Overtime work shall mean any and all hours worked in excess of eight (8) hours in one day and the same shall be paid at the rate of time and one-half with the privilege in favour of the employee should he/she prefer taking time off equivalent to time worked rather than receive overtime pay; provided, however, that statutory holidays when worked shall be computed at the rate of double time and, provided further, that this shall not apply to any other permanent schedule agreed to by the Personnel Committee. Double time, for the purpose of this section, shall mean that an Employee shall receive his/her regular holiday pay plus double time for actual hours worked.

8.2 When an Employee is called out for work after completing a regular working day, or on Saturday or Sunday, such Employee shall receive either a minimum call-back pay of two hours at his/her normal rate of pay or time and one-half for hours worked, whichever is greater.

8.2.1 Overtime at the rate of time and one-half of the Employee's applicable rate of pay shall be paid for all work performed in the sixth and the seventh consecutive shifts.

8.3 When an Employee is required to work on a Saturday or Sunday, a weekend premium will be applied to all regularly scheduled day work as outlined below. Effective July 1st, 1991 the words "for which no other premium or bonus is paid" shall be eliminated. Shift workers who work overtime on a Saturday or Sunday shift shall be paid the differential listed below in addition to their overtime pay. The shift differential shall be calculated as a distinct separate amount.

Effective July 1st, 1991 the present 54¢ per hour for shift differential shall increase to 60¢ per hour.

Effective July 1st, 1992 the sum of 60¢ per hour for shift differential shall increase to 62¢ per hour.

8.4 Each Employee of the City coming within the Local 94 Unit who, as part of a regularly scheduled work week works on the afternoon and/or night shifts ending on a Saturday and/or Sunday shall be paid a weekend shift bonus as outlined below for all regular hours worked on such scheduled shifts. Effective July 1st, 1991 the words "the weekend shift bonus premiums shall not be pyramided with overtime or any other form of premium pay" shall be eliminated. Shift workers who work overtime during weekend afternoon or night shifts shall be paid the differential listed below in addition to their overtime pay. The shift differential shall be calculated as a distinct separate amount.

Effective July 1st, 1991 the present 94¢ per hour for shift differential shall increase to \$1.02 per hour.

Effective July 1st, 1992 the sum of \$1.02 per hour for shift differential shall increase to \$1.06 per hour.

8.5 Permanent Employees shall be offered overtime prior to overtime being granted to Casual Employees having regards to Sections, Yards, Districts and Departments. The respective Department shall establish monthly posting lists of employees who are interested in working overtime. Employees shall be offered overtime in order of seniority on a rotating basis.

## 9. **STATUTORY HOLIDAYS**

9.1 Statutory Holidays shall mean:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Dominion Day	Civic Holiday
Labour Day	Thanksgiving Day	Christmas Day
		Boxing Day

and any other day proclaimed a holiday by local proclamation, and payment of wages for such statutory holidays shall be made to those eligible. It is understood that if any of the above Statutory Holidays falls on a Saturday or on a Sunday during any year the Parties shall determine prior to the 31st day of January in each year, whether the holiday shall be observed on the preceding or following working day. Where an Employee at an arena, community centre or similar facility is scheduled to work on a holiday when it falls on a Saturday or Sunday, the date of the holiday on the calendar will be the holiday for these Employees.

9.2 In addition to the days referred to in Article 9.1 each permanent Employee who has completed the probationary period shall, in the calendar year such Employee completed the probationary period, and each year thereafter, be entitled to receive one additional holiday, with pay, to be taken at a time mutually agreed upon between the Employee and the Department Head.

9.3 Employees absent the day previous to or following a holiday as set out above shall forfeit, in addition to the lost time, the pay for the holiday itself excepting where previous arrangements have been made with the Department Head or upon production of a doctor's certificate.

9.4 Employees who are absent on account of illness or accident or an injury adjudged a Workers' Compensation case and who have exhausted their sick credits shall not be paid for statutory holidays.

9.5 Employees who are off on account of an accident or injury covered by Workers' Compensation in excess of three months shall be governed by Article 13.

## 10. **VACATION PERIOD**

- 10.1 Employees entering the service of the Employer shall, following the completion of a six months permanent service which shall include the probationary period, be entitled to a vacation period with pay, calculated on an accrued basis at the rate of one working day per month for each completed month of employment including the probationary period, subsequent to September 1st, and prior to July 1st, in the following year. Thereafter, the Employee shall be entitled to two weeks annual vacation with pay.
- 10.2 Following the completion of two years of continuous service, each Employee shall be entitled to three weeks vacation annually with pay to be arranged to the satisfaction of the Department Head, provided that such vacation time has accrued to the Employee at the time of the taking of said three weeks vacation. It is understood that an Employee entitled to a vacation of three weeks or more shall be entitled to receive such vacation in an unbroken period provided that subject to Departmental operations three weeks only may be taken during the months of July and August, unless otherwise mutually agreed upon between the Employee and the Department Head. In 1984 the provision allowing for three weeks to be taken during July and August shall be on a where possible basis.
- 10.3 Following the completion of the number of years of continuous service set forth in Column 1 hereunder, each Employee shall be entitled to vacation annually with pay as set out in Column 2 hereunder, to be arranged to the satisfaction of the Department Head.

**Effective July 1st, 1992**

Column 1

Column 2

9 years	4 weeks
17 years	5 weeks
22 years	6 weeks
30 years	1 extra week at 30 years only on a one time basis

All employees with over 30 years of service shall be granted one extra week of vacation on a one time only basis. Employees who have utilized the one extra week under the provisions of the 1991 -1992 Collective Agreement would not qualify for the one additional week. The extra week must be taken by December 31, 1994 or it will be forfeited.

- 10.4 When a statutory holiday occurs during a vacation period, such vacation day shall be made up to the Employee at a time to be mutually agreed upon between the Employee and the Department Head. Employees terminating their service after September 1st in any year will be paid vacation time on the above basis.
- 10.5 An Employee who retires on pension from the City shall receive the vacation entitlement he/she would have been entitled to in the year in which he/she retired.
- 10.6 Subject to Departmental operational requirements, employees shall be permitted to exercise their seniority for preference in vacation selection.

- 10.7 Employees will be permitted to carry over a maximum of one week of vacation to the next calendar year, once every two years. The five days of vacation must be used up in the calendar year they were carried into or else they shall be lost. The scheduling of such vacation shall be subject to the terms which are outlined in the Collective Agreement.

## 11. CASUAL HELP

- 11.1 Casual help shall mean any Employee not on the permanent staff, and all casual help shall pay unemployment insurance and shall in lieu of holidays, receive "Vacation Pay" as described in the "The Employment Standards Act".
- 11.2 Casual Employees shall not be employed for more than six months in any twelve month period except for casual Employees on artificial ice rinks who shall not be employed for more than seven months in any twelve month period. It is the responsibility of the Employer to review all such cases prior to the termination of the said periods and either appoint the Employee to the permanent staff or separate him/her from employment on or before the termination of the said periods. Casual Employees shall consent to union dues being deducted from their pay cheques and within 30 days of their commencement date shall become union members. Further, such casual Employees shall, after 90 days, be increased to the rate paid permanent Labourers. Casual Employees covered by the Agreement shall receive over-time rates as set out in Article 8.
- 11.3 It is understood that the Corporation may seek the Union's agreement when necessary, to utilize casual employees beyond the six (6) month term outlined in article 11.2 in order to cover off for employees on approved pregnancy and parental leaves. The Corporation shall provide the Union with a monthly list identifying those casual employees who are on extension beyond six (6) months for the purpose referred to above.
- 11.4 It is understood that casual Employees referred to in this Section shall receive only the benefits referred to in this Article.
- 11.5 When an Employee is appointed to the permanent service without a break in service, such Employee shall, for the purposes of seniority, vacation and sick pay benefits, have his/her seniority made retroactive to the date of commencement of employment, provided such seniority shall not exceed six months prior to the date of permanent employment, save and except that it not exceed seven months in the case of casual Employees employed in the Arena program.
- 11.6 Students employed to perform general Labouring duties shall be paid the rate as set out on Schedule "A". Such students shall not be employed for more than 5 months in any 12 month period.
- 11.7 The Corporation agrees to provide the Union with a list of casual Employees in the



first week of each month. Said list shall contain the starting date of each Employee and the Department each Employee is working in.

- 11.8 In the event a casual Employee has completed his/her term and is terminated, then rehired within one month of said termination, the Employees seniority, sick pay credits, and vacation shall be retroactive to the date first hired as a casual Employee.
- 11.9 Casual employees working on a shift with permanent employees in artificial ice rinks shall be paid 4 hours at the Parks and Recreation Worker rate and 4 hours at the appropriate Labourer's rate.

## **12. CUMULATIVE SICK PAY CREDIT**

- 12.1 Each Employee shall receive a gross credit of one and one-half (1½) days for each "unbroken" month of service with the Employer, such credit to be cumulative.
- 12.2 Sick Pay Credit shall be cumulative as from the beginning of the first complete calendar month after the commencement of duties and such credits can be used, if available, after one month of service including the probationary period.
- 12.3 A month of "unbroken" service shall be one where the Employee is employed, in full or in part, on all of the working days in the month, provided that, subject to Article 12.5, unemployment due to weather conditions, lack of work, loss of time due to accidents occurring while on duty, authorized leave of absence to attend
1. conventions or seminars as referred to Article 36 hereof, and,
  2. meetings or hearings with the Employer, dealing with negotiations, conciliation, arbitration and grievances, or illness shall not be considered as breaking a month's service.
- 12.4 Where an Employee is absent on account of illness and his/her cumulative sick pay credit has been exhausted, he shall not receive sick pay credit for the month in which he/she was so absent.
- 12.5 Statutory and special holidays and regular "days off" shall not form part of the illness period.
- 12.6 An Employee shall not be entitled to sick pay in advance of any credit he/she may earn in the current month, such credit becomes available only on and after the first day of the following month.
- 12.7 Whenever in any month an Employee's days of illness exceed his/her Cumulative Sick

Pay Credit at the end of such month, the excess days of illness shall not be charged against credit becoming available in the future, but shall be regarded as days of illness without pay.

- 12.8 When an Employee is granted leave of absence without pay for any reason, other than as set forth in Article 12.3, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, etc., he shall not receive credit for the period of such absence but shall retain his cumulative credit, if any existing, at the time of such leave.
- 12.9 The number of days or parts of days for which an Employee received "sick pay" shall be deducted from his/her Cumulative Sick Pay Credit.
- 12.9.1 An Employee absent for more than three working days may be required to provide a doctor's certificate covering the nature and duration of his/her illness, and, in addition thereto, may be required at expiration of each thirty (30) days period following the three (3) days period to submit a like certificate covering the nature and duration of such illness.
- 12.9.2 The Employer reserves the right in any case of absence on account of illness to request the Department Head, a medical practitioner, a registered nurse or the Commissioner of Human Resources to attend at the residence of the Employee and confirm such illness or request the Employee concerned to furnish a medical certificate to confirm such illness.
- 12.9.3 If a doctor's certificate is not submitted within seven working days of when required as set out in 12.9.1 and 12.9.2 a deduction will be made to recover from the Employee such monies paid for the period of such absence on account of illness.
- 12.10 Any or all of the unused portion of Sick Pay Credit shall be accumulated to the benefit of the Employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in days.
- 12.11 Upon termination of employment with the Corporation, there shall be paid to:
1. an Employee who retires or is retired on pension;
  2. an Employee who resigns;
  3. one or more dependents who have been designated in writing by the Employee to the Corporation, or failing the designation of any dependent by the Employee, the estate of the Employee;

the whole or part of such an amount as is equal to one-half of the cumulative sick pay credit of the Employee, but in no case shall such amount exceed the aggregate amount of his/her salary or other remuneration for the period set forth in Column 2 of the schedule contained in Article 12.12, corresponding to the service requirements set forth in Column 1 thereof.

12.12 The following is the schedule hereinbefore mentioned:

<u>Column 1</u>	<u>Column 2</u>
At least 10 years but less than 15 years	3 calendar months
At least 15 years but less than 20 years	4 calendar months
At least 20 years but less than 25 years	5 calendar months
At least 25 years	6 calendar months

provided that any Employee as of December 31st, 1958 shall be entitled to have set aside such credit in days (hereinafter referred to as reserve days) as he/she would have received if he/she had terminated his employment on that date (December 31st, 1958), provided that such reserve days may be used for sick pay purposes if required and provided further that any amount an Employee is entitled to receive on separation shall be the aggregate amount of sick pay credit which has been accumulated since January 1st, 1959, and credit for reserve days (if any); and provided further that in any event, no Employee shall be entitled to receive a grant in excess of six months pay at the time of separation. It is understood between the Parties hereto that in the calculation of the aggregate amount to be paid to an Employee on separation as aforesaid, the number of days to the credit of the Employee as of December 31st, 1958, other than reserve days, shall not be used.

12.13 Employees separated for failure to report for work or discharged for cause are eligible for payment on account of sick pay credits as set out above, provided, however, that if any Employee, at the time of separation, is indebted to the Corporation in any way whatsoever for any financial loss or liability, the Employee shall not be eligible or entitled to any payment referred to above until such time as the Council of the Corporation has authorized a payment to be made, and in an amount as determined by Council. The decision of Council shall be binding and final.

### 13. WORKERS' COMPENSATION

13.1 Employees off duty as a result of an accident or occupational illness incurred in the performance of their duties which has been adjudged a Workers' Compensation case shall be entitled to all benefits to the extent provided by the Workers' Compensation Act, which includes hospital and medical care. It is understood that an Employee will receive wages or salary in addition to the compensation up to the amount of his/her regular pay, so long as he/she has any unused accumulated sick pay credits; provided that there shall be no further deduction from such sick pay credits on the balance if any thereof for the time off duty in excess of three (3) months from the commencement date of such accident or occupational illness; provided further that an Employee shall

have the right, which he/she must exercise in writing to the Commissioner of Human Resources at the time of the claim being made to the Workers' Compensation Board, to request that no money be paid to him/her in addition to the compensation so that no portion of his/her accumulated Sick Pay Credits is used.

#### **14. HOSPITAL, SURGICAL AND MEDICAL BENEFITS**

14.1 All eligible Employees shall subscribe to the Ontario Health Insurance Plan and all Employees may, if they so desire, subscribe to the Supplementary and Extended Health Plan presently being provided by Confederation Life or equivalent plans as approved by Council. Effective October 30, 1996 eyeglass coverage will increase from \$165.00 per two (2) year period to \$185.00 per two (2) year period. The Employer agrees to pay 100% of the premiums for such plans.

14.1.1 Effective April 1, 1994, the drug benefit component of the current extended health plan shall cover only the following drugs (including medicine, sera and vaccines):

1. those which legally require a prescription;
2. those which are normally available only by prescription (even though a prescription is not required by law) when prescribed by a physician or dentist, and dispensed by a pharmacist, physician or dentist.
3. non-prescription drugs required for the treatment of cystic fibrosis, diabetes, parkinsonism or heart disease.

The drug benefit plan will reimburse only the cost of covered generic drugs. If no generic equivalent exists, or if the physician specifies that the patient cannot tolerate a generic equivalent drug, the employee will be reimbursed for the cost of the covered non-generic drug.

14.2 The Employer and the Union agree to share on a 50/50 basis the cost of premiums for hospital, surgical and medical benefits for former Employees who have retired on pension prior to April 30, 1984. Effective April 30, 1984 the cost of these benefits will be paid 25% by the Corporation and 75% by the Union. Effective July 1st, 1989 the cost of these benefits will be paid 75% by the Employer and 25% by the Union. Effective March 1, 1998, the cost of these benefits will be paid 75% by the Employer and 25% by the Union or, should the Union so elect, the Retirees. In the event the Union elects to have Retirees pay the 25%, or any part thereof, the Union shall continue to remit the 25% premium to the Corporation.

#### **15. PENSION PLAN**

- 15.1 As a condition of employment, all Employees commencing to work after January 1st, 1957, must be eligible for and participate in the Pension Plan and submit to the Commissioner of Human Resources within a period of five (5) months from the commencement date of employment, a proof of age document satisfactory to the Pension Committee. It is understood that, effective January 1, 1966, the Canada Pension Plan shall be integrated with the Pension Plan.
- 15.2 Normal retirement shall be as of the 1st day of the month following reaching the age of 65 years. Extensions of service beyond the age of 65 may be granted at the request of the Employee and subject to the approval by the Employer, and in the event of a dispute, non-approval of the request may be grieved.

## **16. GROUP LIFE INSURANCE**

- 16.1 All Employees who have entered the service of the Employer on and after the fifteenth day of April, 1954, shall be required as a condition of employment to submit an application for participation in the group life insurance plan in effect at the time of commencement of employment. Upon such application being approved by the insurance company, the Employer agrees to contribute fifty percent (50%) of the total premium paid for each Employee, and the Employee shall consent to his/her share of the premium for such insurance being deducted from his pay cheques.
- 16.2 The Employer and the Union agree to share on a 50-50 basis the cost of premiums for Group Life Insurance for former Employees who have retired on pension prior to April 30, 1984. Effective April 30, 1984, the cost of \$10,000 Group Life Insurance coverage will be paid 25% by the Employer and 75% by the Union. Effective July 1st, 1989 the cost of the \$10,000 Life Insurance Policy for Retirees is to be shared on a 50/50 basis between the Employer and the Union. All new employees brought on staff after the signing of the Memorandum of Agreement (1993), shall not be afforded the Retiree's Life Insurance Benefit. Effective January 1st, 1998 the cost of the \$10,000 Life Insurance Policy for Retirees is to be shared on a 50/50 basis between the Employer and the Union or, should the Union so elect, the Retirees. In the event the Union elects to have Retirees pay the 50%, or any part thereof, the Union shall continue to remit the 50% premium to the Corporation.

## **17. LONG TERM DISABILITY PLAN**

- 17.1 The City agrees to pay 100% of a Long Term Disability Plan, the main points being:

- (a) (i) benefit of 75% of basic salary to a maximum of \$2,500.00 per month for disability claims arising on and after January 1st, 1981;
- (ii) benefit of 75% of basic salary to a maximum of \$3,500.00 per month for disability claims arising on and after January 1st, 1988.
- (iii) benefit of 75% of basic salary to a maximum of \$4,000.00 per month for disability claims arising on or after July 1st, 1991.
- (b) disability to be defined as the Employee being unable to perform the work of any occupation from the onset of disability;
- (c) an elimination period of 6 months after disability commences but not while the Employee elects to continue receiving sick leave pay;
- (d) duration of benefits to age 65 or prior recovery from disability as defined in (b);
- (e) the City to determine the carrier.

17.2 When an Employee is off duty on account of illness or non-compensable injury and not in receipt of salary and wages from the Employer the Employee will be considered to be on "no-pay status". Any benefit contained in this Agreement shall be contingent upon an Employee being in actual receipt of salary or wages provided that when an Employee is considered to be on "no-pay status" the Employee will continue to have the City's share of the applicable benefits maintained for eight consecutive weekly pays provided that the Employee shall continue to pay his/her share of the normally shared benefits.

17.3 Following the aforementioned eight consecutive weekly pays the Employer will continue to remit its portion of premiums where applicable for Employees on "no-pay status" for a further six consecutive weekly pays with respect to O.H.I.P., Semi-Private Hospitalization and Comprehensive Medical Insurance only.

17.4 Following the above 14 week period, the City will maintain the Employee covered by all applicable benefits, provided that either the Employee or the Union pay and maintain payment of the full cost of the premiums for all such applicable benefits.

17.5 Following acceptance and placement on L.T.D. prior to April 30, 1984, but not being accepted for disability pension, the City's share of the Employee's pension contributions will be maintained when matched by the Employee. The City will upon written request of the Employee maintain the benefit coverage for O.H.I.P., Semi-Private, Comprehensive Medical coverage and other applicable benefits and the Employee or the Union shall be responsible for payment of the full cost of the premiums for all such benefits. In the event of a default by the Employee or the Union

to make the necessary payments, the Employee will be notified by registered mail that such coverage has expired and that he/she is no longer covered. Effective April 30, 1984, the benefit premiums for O.H.I.P., Semi-Private, Major Medical and Group Life Insurance coverage of \$10,000 shall be paid 25% by the Corporation and 75% by the Union. Effective January 1st, 1992 the benefit premiums shall be paid 50% by the Corporation and 50% by the Union.

- 17.6 All persons who qualify for Long Term Disability Insurance benefits shall be transferred to a "Special Holding Unit" unless the medical evidence is so definite as to obviate a return to work, in which case the Employee shall be required to submit an application for a medical disability pension and upon acceptance, he/she shall then be deleted from the "Holding Unit" and separated as being retired on pension.
- 17.7 When an Employee is transferred to the "Special Holding Unit" the benefits provided shall be as stated above and there shall not be any accrual of seniority for the purpose of benefits contained in the Collective Agreement.
- 17.8 Where an Employee recovers from the disability and is medically certified to resume work the Employee will be returned, if physically and mentally able, to work similar to that which the Employee was performing at the time the disability was incurred. If the Employee is not so able to return to work and is incapable of fully performing his/her regular duties because of injury, occupational disease, advancing years or disability, such Employee may be given preference for any available position for which he/she is considered competent to perform without the Personnel Department being required to advertise the position, provided such Employee may not displace any other Employee by reason of seniority and the City will advise the Union of each case prior to the Employee's return. The applicable rates of pay for the position to which the Employee has been allocated will apply and it is agreed that no grievance will be lodged by the Union on behalf of its members in such instance.

## 18. DENTAL PLAN

Effective January 1st, 1983, the Basic Coverage will be updated to the Confederation Life Standard Basic Plan. Such improvement to the Basic Coverage is conditional upon the Employee's share (5/12) of the U.I.C. Premium Reduction being used on a continuing basis by the Employer toward the cost of same. The Employer will provide the Confederation Life Major Services Plan on an 80% co-insurance basis; in addition, a 50% co-insurance Orthodontia Rider to cover eligible expenses for a lifetime maximum of \$2,000.00 per family member. The Employer will determine the carrier and pay 100% of the premium. Effective October 20, 1996, the 1996 O.D.A. Schedule of Fees shall apply. In 1997 and in each subsequent calendar year, the year's current O.D.A. rate shall take effect February 1st.

## 19. TRANSACTIONS OF COUNCIL

- 19.1 The Employer agrees to notify the Union as far in advance as possible before introducing any technological or other changes or methods of operation which affect the rights of Employees, conditions of employment, wage rates or work loads.

## **20. MEDICAL EXAMINATION**

- 20.1 All prospective Employees who would, if employed, be governed by the terms of this Agreement, shall prior to their commencement of employment be certified by a qualified medical practitioner as being physically fit, such examination being arranged by and at the expense of the Employer.
- 20.2 The Corporation shall reimburse up to a maximum of \$25.00 (one time only) towards the cost of the medical exam to obtain a DZ licence. The Corporation shall reimburse up to a maximum of \$25.00 (every 3 years) towards the cost of the medical exam to maintain an AZ licence in order to carry out Corporation work.

It is understood that the employee must submit proof of payment from the Doctor in order to be reimbursed by the Corporation.

## **21. CLOTHING SUPPLIED**

- 21.1 Each Employee shall be provided with clothing and equipment by the Employer in accordance with Schedule "B" attached hereto.
- 21.2 Such clothing as referred to in the said Schedule "B" shall be issued by the Employer on or before the 15th day of May in the year of issue, provided however, that the inability of the Employer to provide such clothing by reason of strikes or the shortage of materials, will not be the subject of a grievance by the Union or any of its members.
- 21.3 In the event that an Employee leaves the service of the Employer prior to the completion of six months' service, said Employee shall return such equipment in good repair, or shall be required to reimburse the Employer for equipment provided from accrued earnings. Employees leaving the service of the Employer subsequent to the completion of six months' service shall be required to return all clothing and equipment issued except overalls, coveralls, denims, smocks, uniform trousers and shirts, gloves or mitts and caps, or shall be required to reimburse the Employer for the other clothing and equipment issued from accrued earnings.
- 21.4 The Employee is responsible for the proper maintenance of such clothing and equipment issued him/her.
- 21.5 Except for travelling to and from work the City issued clothing is not to be worn in off



duty hours.

## **22. PROMOTIONS, VACANCIES AND NEW POSITIONS**

- 22.1 All vacancies and new positions affecting the Outside staff shall be properly advertised in writing over the signature of the Commissioner of Human Resources and such new positions shall be advertised in writing for a period of fourteen (14) calendar days.
- 22.2 Permanent employees may apply for a promotion, a lateral transfer to the same position in their own or another department, or may seek a demotion to another position through the posting procedures.
- 22.3 Such vacancies as set out in Article 22.1 above shall be filled in accordance with qualifications and seniority and that all seniority lists posted on bulletin boards shall be adhered to.
- 22.4 The first priority shall be given to permanent employees within the Outside Unit. In the event that no successful candidate is selected from within the unit in which the vacancy was posted, permanent employees from all other Local 94 bargaining units that have made application for the posted position shall be given priority ahead of external applicants, in accordance with the provisions of this Collective Agreement. The names of successful applicants will be posted.
- 22.5 If a vacancy is advertised pursuant to Article 22.1 the Business Agent of the Union may make enquiries of the Commissioner of Human Resources as to the status of the call if such vacancy has not been filled within thirty (30) working days after the closing date set out in the advertisement referred to above.
- 22.6 (a) Seniority shall be established on the basis of an Employee's service with the Employer, calculated from the date upon which the Employee commenced employment with the Employer. It is agreed that the above referred to Seniority shall be on a unit wide basis.
- (b) When two or more Employees are hired on the same date, their seniority shall be established by the alphabetical order of their surname. Any subsequent changes in surname shall not affect the established seniority list.
- 22.7 Employees who have been selected to fill a vacancy or new position shall be given a period of thirty (30) working days to qualify and failing to do so shall if possible be returned to their former positions without loss of seniority. However, no Employee shall be dismissed for failing to qualify during the 30 day qualifying period. Further, an Employee failing to qualify shall receive the same salary he/she received immediately prior to filling the posted vacancy.
- 22.8 Employees promoted or transferred to positions outside the Unit provided such Employees were employed as permanent Employees of the Employer shall if returned

to a position within the Unit, be permitted to count such service for seniority purposes.

- 22.9 In the event of an Employee requesting a demotion through physical or other reasons he/she shall, if at all possible, return to the position formerly held.

### **23. PERFORMANCE OF SUPERIOR DUTIES**

- 23.1 When an Employee is required to perform the duties of any superior position to that occupied by him/her, he/she shall be paid the rate of pay for such position for hours worked.
- 23.2 If an Employee works the day before and the day after a statutory or declared holiday or authorized leave of absence with pay, the higher rate of pay will apply.

### **24. SALARY INCREASES**

- 24.1 Recommendations may be made to Council for increases in salary to persons who, through increased proficiency or assumption of greater responsibilities required of such persons, are considered worthy of such increases.

### **25. FAILURE TO REPORT FOR WORK**

- 25.1 If an Employee fails to report for work, he/she must notify or arrange for someone else to notify his/her foreman or superintendent, as the case may be, prior to his/her starting time or at the earliest possible moment in order that arrangements for his/her relief or substitute may be made for the period he/she will be off work.
- 25.2 Where it has been necessary to assign another Employee to replace an absent or late Employee, the substituting Employee shall complete the work day in the position to which he/she has been assigned.
- 25.3 Where it has been necessary to transfer an Employee from another department to replace the absent party, the substituting person shall finish out his/her day with the department to which he/she was transferred.
- 25.4 The person absenting himself/herself for any portion of the morning will not be paid for any part of the morning and need not report for work until five minutes prior to the afternoon work period of the same day.
- 25.5 An Employee who has been absent from work without notice or authorized leave of absence for a period of three (3) consecutive working days shall be separated from employment with the Employer. The Employer shall reinstate such Employee without loss of seniority if reasons satisfactory to the Employer are provided within five (5)

working days following the date of separation.

## **26. SAFETY MEASURES**

- 26.1 Proper safety measures shall be insisted upon at all times by foremen or subforemen to protect men/women engaged in excavation or other hazardous work.
- 26.2 The Corporation and the Union shall maintain the Joint Health and Safety Committees as established by the Parties pursuant to the Occupational Health and Safety Act.
- 26.3 Safety representatives appointed by the Union and who have been designated as such to the Employer, shall have the right to discuss with the foreman or superintendent, employee safety measures.
- 26.4 The City agrees that an Employee who is pregnant and whose primary function is working with a V.D.T. shall, upon request, be temporarily assigned other duties without loss of pay (during the term of the pregnancy).

## **27. ACCIDENTS**

- 27.1 All accidents shall be reported immediately.

## **28. NO DISCRIMINATION**

- 28.1 The Employer agrees that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of age, race, creed, colour, sex, national origin, political or religious affiliation, sexual orientation, marital status, family relationship, handicap or as defined by the Human Rights Code nor by reason of his or her membership or activity in the Union.
- 28.2 The Union agrees that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of age, race, creed, colour, sex, national origin, political or religious affiliation, sexual orientation, marital status, family relationship, handicap or as defined by the Human Rights Code.

## **29. DISMISSAL, SUSPENSION OR REPRIMAND OF EMPLOYEES**

- 29.1 When a Department Head, Superintendent, or Foreman feels that it is necessary to

reprimand an Employee and where such reprimand may result in the demotion, suspension, or dismissal of the Employee, the reprimand shall be made in private and the Employee being reprimanded must be accompanied by a Union representative.

- 29.2 When the most recent disciplinary action taken against an Employee has occurred at least thirty-six (36) months previous, the employment history of the Employee shall not be used against him/her before an arbitration proceeding. Such disciplinary action includes letters of reprimand and any other adverse reports arising out of the disciplinary action referred to in this Article.

### **30. LAY-OFF AND RE-EMPLOYMENT**

- 30.1 In the event of a decrease of work and Employees are laid off and in the event of recalls to work and Employees employed, priorities shall be given on the basis of seniority, classification, and qualifications having regard to the work involved.
- 30.2 No new Employee shall be hired within the same classification while there are such Employees on lay-off.

### **31. JOB SECURITY**

- 31.1 If and when the Corporation should alter the work method or methods now in effect, no Employee with at least two years of permanent service with the Corporation will have his/her employment terminated by reason thereof.
- 31.2 The Employer agrees to notify the Union as far in advance as possible before introducing any technological or other changes or methods of operation which affect the rights of Employees, conditions of employment, wage rates, or work loads.
- 31.3 Where new or greater skills are required than are already possessed by affected Employees, under the present methods of operation, such Employees shall be afforded the opportunity to be trained by the Corporation at the expense of the Employer.

### **32. TOOL ALLOWANCE**

- 32.1 Following one year of continuous service, the licensed Automotive Mechanics, Garage Servicers and Welder/Fitters shall be paid a personal tool allowance of \$35.00 per month for each month of service, to be paid annually. Applications for such tool allowance shall be made in writing by the individual Employee and forwarded through

his/her Department Head to the Commissioner of Human Resources. Effective January 1, 1998 the tool allowance shall increase from \$35.00 to \$40.00 per month.

- 32.2 All such Automotive Mechanics shall maintain a set of tools satisfactory to the Department Head. It is understood that the Employer will not replace lost or broken personal tools.

### **33. GRIEVANCE PROCEDURE**

- 33.1 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 or whenever an Employee is suspended or dismissed for cause, such difference, allegation, suspension or dismissal being hereinafter referred to as "The Grievance", the following Grievance Procedure shall apply, namely:-

The Parties recognize the benefit of discussion regarding the above matters prior to the formal filing of a grievance. Therefore, both parties encourage their respective representatives to consider the possibility of dispute resolution through discussion, before filing a formal grievance.

33.2 Step 1

The Union, shall within twenty-five (25) working days after the Grievance first arises, file the said Grievance and redress sought in writing with the Department Head, who shall confer forthwith with the Employee involved and who shall render his/her decision within ten (10) working days from date of the meeting. The Employee shall be accompanied at the said meeting by a Representative of the Union.

33.3 Step 2

In the event that the Department Head does not provide redress satisfactory to the Union, the Union may within three (3) working days after the receipt of the aforesaid written decision of the said Department Head, forward to the Commissioner of Human Resources a copy of the grievance together with the decision of the Department Head and, upon receipt of such copies, the Commissioner of Human Resources shall forthwith confer with the Business Agent or authorized representatives of the Union and shall advise the Union in writing of his/her decision in respect to the grievance within ten (10) working days of the said meeting.

33.4 Step 3

1. In the event that the Commissioner of Human Resources does not provide redress satisfactory to the Union, the Union shall within one hundred and twenty (120) calendar days after the receipt of the written decision of the decision of the Commissioner of Human Resources require that the grievance be submitted to arbitration by notifying the City in writing, of its desire so to do, failing which the grievance shall proceed no further. The foregoing does not preclude the parties from mutually agreeing to waive time limits. The Union will provide notice of its intent to rely on the O.L.R.B. R.S.O. 1990, Section 48 (16). The Parties shall meet forthwith to select a single Arbitrator. In the event that the Parties cannot agree on a mutually acceptable Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either Party. The Arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be binding upon both the Union and the Corporation and upon any Employee affected by it.

2. Each of the Parties hereto will jointly in equal shares bear the expenses, if any, of the Arbitrator. The decision of the said Department Head or the said Commissioner of Human Resources, as the case may be, shall be final and binding upon the Corporation and the Union and upon any Employee affected by it unless a subsequent step is taken within the times hereinbefore limited and the decision of the Arbitrator in any event shall be final and binding upon the City, the Union and upon any such Employees.

33.5 Whenever and so often as any Employee coming within the 94 Unit is suspended for a period of five (5) days or more or dismissed for cause, the Grievance Procedure as set forth in the preceding clause shall apply except that the Grievance shall be initiated at the Commissioner of Human Resources level within five (5) working days after the said Employee is suspended or ceases to be employed by the City.

33.6 In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of Union Stewards. The employer agrees that Stewards will not be hindered in the performance of their Steward duties, provided that they do not leave work without permission of their Supervisor. Such permission shall not be unreasonably withheld. The Union agrees that Stewards will perform their Steward duties without delay and will return promptly to their work duties.

33.7 Wherever possible the employer agrees that the Union Steward for the employee's specific work area shall be the one made available if union representation is needed.

In the event of an emergency a Union Steward in the same bargaining unit may be utilized.

It is agreed that should the employee or the employer request a Steward, the Steward shall be advised of the nature of the meeting in advance and shall be provided with a maximum of twenty (20) minutes to consult with the employee prior to attending the meeting.

33.8 If in the course of resolving a dispute the meeting goes beyond the Union Steward's scheduled working day, the employer agrees to pay time and one half overtime, such

overtime to be capped at one hour.

**34. DEDUCTIONS AND TRANSMISSION OF UNION DUES**

- 34.1 All Employees covered by this Agreement shall consent to Union dues being deducted from their pay cheques and within thirty (30) days of their commencement date, shall be Union members as a condition of employment.
- 34.2 The Employer shall transmit each month the dues to such Union officials as may be designated by the Union.
- 34.3 All Employees entering the service of the Employer will be required by the Commissioner of Human Resources to complete application forms for membership in the Union which will be forwarded to the Union at the end of each calendar month, provided that such application forms will be supplied to the Personnel Department by the Union. The Union recognizes that the Employer will not be held responsible for any claims with respect to the use of Union dues deducted from the Employees and remitted to the Union.

**35. BUSINESS AGENT**

- 35.1 Subject to grievance procedures, the Employer shall recognize the President, Business Agent and approved committee of the Union in dealing with any matters pertaining to Employees covered by this Agreement. No Employee with less than 12 months continuous service shall represent the Union before Council, Executive Committee or at Personnel Committee meetings.
- 35.2 The Business Agent or the President will be permitted to take one day off per week (Wednesdays) without pay for the purpose of dealing with labour-management relations. This will not be deducted from the 90 man days as set out in Article 36.

**36. CONVENTIONS AND SEMINARS**

- 36.1 Employees who are delegated to do so may attend conventions or seminars dealing with Union matters and will be granted leave of absence without pay and without loss of any privileges provided, however, that in any one calendar year the maximum days of absence for all delegates shall not exceed ninety (90) days. In the event the 90 days in one Unit has been exhausted the Union shall be entitled to draw on the remaining bank of available time in the other unit.

- 36.2 The Union, where possible will advise the Employer of the conventions, schools, etc. to which it proposes to send delegates, the tentative dates and the number of Employees involved as soon as possible and in any event prior to the first day of June in each year.
- 36.3 In every instance, an application shall be made by the Secretary of the Union to the Commissioner of Human Resources who shall place the application before the next meeting of the Executive Committee and an Employee shall not absent himself/herself from work until such approval has been granted. Such leave of absence shall not be unreasonably denied.

### **37. EXTENDED LEAVE FOR UNION BUSINESS**

37.1 If an Employee is elected or appointed to a full-time position with the Union or any recognized body or association with which the Union is affiliated, the Council of the Employer, upon receipt of a properly supported application from the Union on behalf of the Employee, which is to be processed initially through the Commissioner of Human Resources, will consider the request for leave of absence as follows:

- (a) An Elected or Appointed Position (within Local 94)  
Leave of absence without pay, shall be granted for one person up to two years, and upon completion of said leave it is understood that the Employee shall be returned to his/her former position. If the Employee is re-elected or re-appointed the Leave of Absence shall be renewable in two year cycles.

The Employee(s) shall retain all benefits contained in the Collective Agreement, and further, shall accrue seniority. The Employer shall deduct all costs (ie.) wages, benefits, etc., from the monthly dues cheque. The Employee(s) shall receive their pay cheque from the City as normal.

- (b) An Elected or Appointed Position (outside Local 94)  
Leave of Absence without pay shall be granted for up to two people for up to two consecutive two years terms. Upon completion of the first two year term, it is understood that the Employee shall be returned to his/her former position. Upon completion of the second two year term, the employee shall be returned to a position at the same wage rate. There shall be no extensions beyond the two consecutive two year terms.

The employee(s) shall have the option of retaining all benefits contained in the Collective Agreement, and further accrue seniority. The employee(s) shall have the option of receiving their pay cheque(s) from the City as normal. The Corporation shall be reimbursed for its share of salary cost and benefit costs associated with such leave. No more than two (2) members of Local 94 may be on such leave at any one given time.

37.2 If any Employee is elected to public office, the Employer shall grant leave of absence



without pay to the Employee(s) for a period of three years with no extensions beyond the three year period upon receipt of an application as set forth in Article 37.1.

- 37.3 Employees who have been designated by the Union to represent the interest of Employees in any negotiations for an amended Collective Agreement or in any grievance pursuant to the Grievance Procedures of this Agreement, will be permitted to leave their employment temporarily with no loss of pay for the time so spent, provided that not more than five Employees shall attend any negotiation meeting and not more than three Employees shall attend any grievance hearing. Notwithstanding the foregoing, in the event the Employer would agree to negotiate collectively with the Inside and Outside groups on any matters, a maximum number of five Employees in total, representing both groups, be permitted to attend any such negotiation meetings.
- 37.4 The Council shall determine the right of the Employee(s) as referred to in Section and 37.2 as to seniority, pension, sick pay credits, group insurance coverage, health and dental coverage, vacations, etc., and no person shall absent himself/herself until approval has been granted.

### **38. RATES OF PAY**

- 38.1 The rate of pay as variously set forth in Schedule "A" hereto shall be paid to all Employees on a weekly basis. The pay week shall conclude on Sunday at midnight. All employees appointed to the service of the Corporation after July 1st, 1991 shall be paid by Direct Deposit.
- 38.2 The Union agrees that the employer may send literature to Members of the Bargaining Unit regarding voluntary Direct Deposit.
- 38.3 The Corporation will pay vacation advances to all employees, (save and except employees paid by direct deposit), who request vacation advances using the Corporation's Vacation Advance Request form. It is agreed that any overpayment made to an employee as a result of a vacation advance will be recovered by the Corporation through a deduction from the employee's next regular pay cheque.

### **39. SERVICE AS JUROR OR WITNESS**

- 39.1 Employees who are required to serve as jurors or witnesses in any court shall be granted leave of absence for this purpose. Such leave of absence shall not constitute a break in service for the purpose of any and all benefits contained in this Agreement. If the Employee agrees in writing to deposit with the Employer the total amount received for such service as a juror or witness, excluding kilometrage or travelling expenses, the Commissioner of Human Resources shall authorize payment of salary on the usual pay

day for the period that the Employee is absent for this purpose. The Employee on returning to duty following service as a juror or witness, shall present a certificate showing the period of service and the amount of compensation received to the Commissioner of Human Resources and shall pay such monies to the Employer. If an Employee does not agree as aforesaid or refuses to pay to the Employer the monies received for the period of service, he/she shall forfeit that part of his/her salary for the period he/she was absent from duty.

#### **40. BEREAVEMENT LEAVE**

- 40.1 Leave of absence, with regular pay will be granted to an Employee for three consecutive days excluding weekends, in the case of a death in his/her immediate family; and one day in the case of his/her other relatives. Effective July 1st, 1991, leave of absence with regular pay in the case of a death of his or her other relative shall be for two (2) days.
- 40.2 Immediate family means mother, father, sister, brother, spouse, or children. Effective July 1st, 1991, stepfather, stepmother, stepbrother, stepsister, stepdaughter and stepson shall be added to immediate family.
- 40.3 Other relative means the Employee's grandmother, grandfather, aunt, uncle, niece, nephew, first cousin, sister-in-law, brother-in-law, daughter-in-law, son-in-law.
- 40.3.1 Effective April 1st, 1987, leave of absence with regular pay will be granted to an Employee for one day in the case of a death of his/her grandchild. Effective January 1st, 1988, the one day leave of absence in the case of an Employee's grandchild will increase to two consecutive days.
- 40.4 Two consecutive days leave of absence, with regular pay, will be granted in the event of the death of an Employee's mother-in-law or father-in-law.
- 40.5 In the event an Employee is required to travel more than 250 kilometres (one way) to attend a funeral, one additional day of bereavement leave shall be granted. The Employee shall provide verification of such attendance satisfactory to the Department Head within five (5) working days after returning to work.
- 40.6 There shall be no pyramiding of Bereavement Leave with annual vacation, sick leaves, leaves associated with Workers' Compensation claims and Long Term Disability claims. This shall not preclude taking vacation time either immediately before or immediately after a period of bereavement leave, but bereavement leave may not be taken while on vacation.
- 40.7 Such Bereavement Leave of absence shall not constitute a break in service.

#### **41. PREGNANCY, PARENTAL AND ADOPTION LEAVE**

- 41.1 (a) "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;
- (b) "parental leave" means a leave of absence under Article 41.5 (1);
- (c) "pregnancy leave" means a leave of absence under Article 41.2 (1);
- 41.2 (1) A pregnant employee who started employment with the Corporation at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.
- (2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
- (3) The employee must give the Corporation
- (a) at least two weeks written notice of the date the leave is to begin; and
- (b) a certificate from a legally qualified medical practitioner stating the expected birth date.
- 41.3 (1) Subarticle 41.2(3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.
- (2) An employee described in subarticle (1) must, within two weeks of stopping work, give the Corporation,
- (a) written notice of the date the pregnancy leave began or is to begin; and
- (b) a certificate from a legally qualified medical practitioner that,
- (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
- (ii) in any other case, states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.
- 41.4 (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
- (2) The pregnancy leave of an employee who is not entitled to take parental leave

ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subarticle (1) or (2) if the employee gives the Corporation at least four weeks written notice of that day.
- 41.5
  - (1) An employee who has been employed by the Corporation for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
    - (a) the birth of the child; or
    - (b) the coming of the child into the custody, care and control of a parent for the first time.
  - (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
  - (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
  - (4) The employee must give the Corporation at least two weeks written notice of the date the leave is to begin.
- 41.6
  - (1) Subarticle 41.5(4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
  - (2) The parental leave of an employee described in subarticle (1) begins on the day the employee stops working.
  - (3) An employee described in subarticle (1) must give the Corporation written notice that the employee wishes to take leave within two weeks after the employee stops working.
- 41.7 Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the Corporation at least four weeks written notice of that day.
- 41.8
  - (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,
    - (a) to an earlier date if the employee gives the Corporation at least two weeks written notice before the earlier date; or
    - (b) to a later date if the employee gives the Corporation at least two weeks written notice before the date leave was to begin.

- (2) An employee who has given notice to end leave may change the notice,
  - (a) to an earlier date if the employee gives the Corporation at least four weeks written notice before the earlier date; or
  - (b) to a later date if the employee gives the Corporation at least four weeks written notice before the date leave was to end.
  
- 41.9
  - (1) During the pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subarticle (2) that is related to his or her employment unless he or she elects in writing not to do so.
  - (2) For the purpose of subarticle (1) plans included are the pension plan, life insurance plan, accidental death plan, extended health coverage plan, dependent insurance and dental plan. All employees shall be afforded long term disability benefit coverage for the first seventeen (17) weeks of Pregnancy Leave. All employees who request parental leave may elect to continue long term disability benefit coverage provided that they pay the full cost of the monthly premium during their approved leave.
  - (3) During an employee's pregnancy leave or parental leave, the Corporation shall continue to make the Corporation's contributions for any plan described in subarticle (2) unless the employee gives the Corporation a written notice that the employee does not intend to pay the employee's contributions, if any.
  - (4) Seniority continues to accrue during pregnancy leave or parental leave.
  - (5) There shall be no deduction of Vacation Entitlement of an Employee during the initial six (6) month period of Pregnancy or Parental Leave.
  
- 41.10
  - (1) The Corporation will reinstate the employee when the leave ends to the position the employee most recently held with the Corporation, if it still exists, or to a comparable position, if it does not.
  - (2) The Corporation shall pay a reinstated employee wages that are at least equal to the greater of,
    - (a) the wages the employee was most recently paid by the Corporation; or
    - (b) the wages that the employee would be earning had the employee worked throughout the leave.
  
- 41.11 The Corporation shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will be eligible to take, intends to take or takes pregnancy leave or parental leave.
  
- 41.12 Employees are responsible for making arrangements with the Pay Office for the payment of their benefits where such payment is contemplated under this agreement,

prior to proceeding on pregnancy or parental leave. Where an employee has stopped working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth, the employee shall make arrangements as soon as practicable with the Pay Office for the payment of her portion of the benefits.

- 41.13 When a pregnant employee provides medical verification that she is not capable of handling her regular duties, she shall be assigned suitable modified work for the remainder of her pregnancy.

#### **42. CITIZENSHIP COURT**

- 42.1 When an Employee is required to attend a sitting of the Citizenship Court during his/her normal working hours for the purpose of obtaining his/her Canadian Citizenship, such Employee shall, on one occasion only, be granted one (1) day leave of absence with pay.

#### **43. AUTOMOBILE REIMBURSEMENT**

- 43.1 Effective January 1st, 1992, for all kilometres travelled, the rate shall be Thirty-Seven cents (37¢) per kilometre.  
Effective July 1st, 1997, for all kilometres travelled, the rate shall be Thirty-eight cents (38¢) per kilometre.  
Effective July 1st, 1998, for all kilometres travelled, the rate shall be Thirty-nine (39¢) per kilometre.

#### **44. TERM OF AGREEMENT**

- 44.1 This Agreement shall be effective from April 1, 1996 and shall continue in force and effect until December 31, 1998 and it shall automatically renew itself for one year on January 1st of each year unless terminated or amended as provided in the following paragraph:

"Termination of, or any amendment to this Agreement shall be preceded by a written Notice by either Party sixty (60) days before renewal date of same."

#### **45. NO STRIKES, NO LOCKOUT**

- 45.1 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slow-down or stoppage of work either complete or partial, and the Employer agrees that there will be no lockout.
- 45.2 Notwithstanding Article 44.1 in the event that any Employees of the Employer, other than those covered by this Agreement engage in a legal strike and maintain picket lines, the Employees covered by this Agreement shall have the right to respect such picket lines. The Union agrees that it will not take any action against any of its members who do not respect such picket lines.
- 45.3 The exercise by an Employee of his/her rights under this Article for two (2) days or less in any month shall not constitute a break in service for the purpose of sick pay credits.

#### **46. CROSSOVERS**

- 46.1 Employees who crossover from parks to Arenas shall be allowed to exercise their seniority for their preference of shifts, however, no permanent shift worker shall be displaced from his/her permanent shift by a crossover worker.
- 46.2 Employees in the Parks Branch (crossovers) shall be allowed to exercise their seniority to remain in the Yards for the Arena Season. Those Employees who are eligible to stay in the Yards shall be assigned to a yard location having regard to the Department's operational requirements.

#### **47. EDUCATIONAL LEAVE OF ABSENCE**

- 47.1 Educational Leave of Absence without pay shall be granted to an employee with a minimum of five (5) years service for a period not to exceed twelve (12) months. Such requests must be forwarded through the Department Head to the Commissioner of Human Resources. The Employee shall be responsible for making arrangements with the Pay Office for the payment of their employee benefits prior to proceeding on leave. Employees shall not accrue seniority during their absence. Employees shall be entitled to such leave on one occasion only.

#### **48. GENERAL**

- 48.1 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used wherever the context so requires.

#### **49. LABOUR/MANAGEMENT COMMITTEE MEETINGS**

1. The Employer and Union agree to establish a Labour-Management Committee for the purpose of an exchange of ideas and information on matters of mutual interest and concern, but it is understood and agreed that the Committee will not discuss grievances.
2. The Committee shall be composed of three representatives of the Union, one of whom shall be a member of the Union's Executive and three representatives of the Corporation, one of whom shall be from the Human Resources Department. A quorum for the Committee shall be comprised of two of three persons appointed by the Union and two of three persons appointed by the Corporation.
3. The Chair at the first meeting shall be named by the Corporation and thereafter shall alternate between a member of the Committee selected by the Union and a member of the Committee selected by the Corporation. The Chair shall appoint a secretary who shall keep written minutes of the meeting and who shall send a copy of the minutes to each of the members within ten (10) working days of the meeting.
4. The Committee shall meet on the third Monday of every month except for the months of July and August of each year during which months no meetings will be held unless otherwise jointly agreed to by both parties. An agenda comprised of new or unfinished business is to be submitted to either party five (5) working days in advance of each meeting and such agenda shall, unless otherwise jointly agreed to by both parties, form the only matters to be discussed by the Committee at that meeting.
5. The Committee may, with the joint agreement of both parties, establish from time to time one or more sub-committees for the purpose of examining and reporting to the Committee on a specific matter of mutual concern to both parties. The term of existence for any sub-committee shall not exceed six months in duration unless otherwise extended for a further specified period of time as jointly agreed to in writing by both parties and upon the expiry of the term or any agreed upon extension thereto, the sub-committee shall cease to exist. A sub-committee shall be comprised of not more than four persons each of which shall be agreed upon by both parties and at least one of whom shall be a member of the Committee.
6. The Corporation has committed that the first sub-committee struck by the Labour/Management Committee will be on "Contracting In". The Committee will be established sixty (60) days after the signing of a Collective Agreement.

## **50. DISCONTINUANCE OF DENTAL PROGRAM**

The parties agree that displaced Dental Unit workers may be placed directly into vacant positions in accordance with the provisions of Article 24.3 (b) of the current Dental Agreement, without the need to post the positions.



The waiver of the posting provisions contained herein is solely applicable to this Article and is without prejudice to any other Article contained in the current Collective Agreement. It is agreed that employees referred to herein shall retain all previously accrued seniority.

It is further agreed that no grievance will be entertained if any vacancy is filled under these provisions.

**51. MODIFIED WORK PROGRAM**

Subject to operational requirements, Employees returning to temporary modified work after a work-related injury shall not be unreasonably denied their regular shift.

**52. ACCESS TO PERSONNEL FILE**

An employee who wishes to view his or her Human Resources and/or departmental files shall be given access at no charge. An employee who requests photocopies of their files will be provided one complete copy at no charge once every 12 months.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals by the hands of the proper officers in that behalf.

Authorized and approved by  
By-Law Number 32869  
Enacted and Passed this  
30th day of October 1996

**THE CORPORATION OF THE  
CITY OF NORTH YORK**

**THE NORTH YORK CIVIC EMPLOYEE'S  
UNION, LOCAL 94, CANADIAN UNION  
OF PUBLIC EMPLOYEES.**

**(OUTSIDE WORKERS)**

\_\_\_\_\_  
**TREASURER**

\_\_\_\_\_  
**PRESIDENT**

\_\_\_\_\_  
**CLERK**

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

October 20, 1996

Mr. Brian Cochrane  
President,  
North York Civic Employees' Union  
Local 94  
1170 Sheppard Avenue West  
Unit #15  
North York, Ontario  
M3K 2A3

Dear Mr. Cochrane:

Re: Insurance

The Corporation informs you that any employees authorized by law and having permission from the Corporation to drive Corporation-owned or long-term leased vehicles will be covered as Additional Insureds as provided under the Corporation's Automobile Insurance policy for the purposes of third party liability while operating the vehicle on Corporation business.

Yours truly,

R.B. Yarwood  
COMMISSIONER OF HUMAN RESOURCES

## **LETTERS OF INTENT**

October 20, 1996

Mr. Brian Cochrane  
President,  
North York Civic Employees' Union  
Local 94  
1170 Sheppard Avenue West  
Unit #15  
North York, Ontario  
M3K 2A3

Dear Mr. Cochrane:

Re: Outside Collective Agreement - Letters of Intent

During the 1996 negotiations the Corporation agreed to the following Letters of Intent which shall remain in effect for the term of this Agreement:

1. **Superior Duties**

- (a) That seniority and the capability of performing the primary functions of the position be applied in the allocation of staff to perform superior duties having regard to sections, departments, yards or districts and in accordance with Article 23(1). All employees who have performed Superior Duties within the past two (2) years shall be deemed qualified to continue doing so in those respective classifications. Employees, who are deemed qualified as a result of Departmental testing for the capability of performing the primary functions of the higher rated position shall not be required to be retested, for the same Superior Duty position, unless the duties of the position, or the equipment used to carry out the job has changed substantially.
- (b) Sick pay, leave of absence with pay, union business leave, and vacation will be paid on the basis of an Employee's superior rated position, provided that such Employee has accumulated sixty (60) working days in the same Superior Duty position, immediately prior to proceeding on their leave or vacation. Sick time, vacation, union business leave, or approved leave of absence, taken while the sixty (60) working days is accruing shall be paid at the employee's lower rate of

pay. The sixty (60) day accrual period outlined above will be broken if the employee is returned to their former position, if the Employee is absent without pay, or if the Employee is suspended without pay.

- (c) Upon completion of a Superior Duty assignment, all reasonable effort shall be made to return a permanent shift worker to his/her shift and location.

## 2. **Turf Maintenance Operator**

It is agreed that those employees who operate pieces of equipment that cut in excess of eight (8) foot widths shall be paid at the "Turf Maintenance Operator" rate, outlined in Schedule A of this Agreement.

## 3. **Legal Fees**

Where an Employee is charged with an offence which necessarily arises out of the performance of his or her duties, it will be the policy of the City that:

- (1) the Employee charged shall be in the first instance, responsible for his or her own defence, including the retaining of legal counsel;
- (b) if the Employee is acquitted of the charge, the Employee shall be reimbursed for all reasonable legal expenses.

For the purpose of this paragraph, the term "acquitted" shall be taken to be the same as dismissal of the charge(s).

## 4. **Parking**

The Corporation will offer a 50% discount, plus GST on the prevailing public rate at the Beecroft Parking Garage. The rate is subject to change and is a monthly rate. It is recognized that an employee's use of the parking space must be continuous in order for the employee to be guaranteed a spot. The Parking Authority may choose to offer price incentives to attract new customers. These incentives will have no effect on the reduced fee paid by employees.

All regular employees who on a regular basis are required to have a personal vehicle to carry out the work of their classification, shall be provided free parking. Employees who are only required to have their vehicle available on an intermittent basis, will be provided parking on that basis.

5. **Contracting Out**

The Employer agrees to notify the Union in writing forty-five (45) days in advance of any additional contracting out of work, other than where part or all of the work is now being contracted out.

The Employer will convene a meeting with the Union, within five (5) working days of delivery of written notification to the Union of its intention to contract out the work. The Employer will at the meeting outline the type of the work in question, and the reasons for the contracting out. The Employer agrees at the meeting to provide pertinent information to the Union with respect to the cost, and any other relevant information, which would allow the Union to make a complete submission to the appropriate Department Head. The Union shall make such a submission within thirty (30) days of the delivery of the Employer's information.

In the event the Employer should contract out or privatize any bargaining unit work, no permanent employee shall lose their employment with the City by reasons thereof. Permanent employees displaced from their jobs by reason of privatization or contracting out, will be placed in other suitable employment with the Employer without loss of wages, benefits or seniority. Where necessary, permanent employees will be provided appropriate training.

The above would not apply in an emergency, as determined by the Department Head.

This Letter of Intent is not intended to authorize the contracting out of work (if any) which the Employer is otherwise prohibited from contracting out.

6. **Use of Sick Time - Family Responsibilities**

An Employee may request to use their sick time in the event that an illness of the Employee's spouse, parent or child occurs which prevents the Employee from reporting to work or requires that the Employee leave early or arrive for work late, provided:

- (a) The Employee has completed the probationary period as specified in the Agreement; and
- (b) the Employee has sick time available; and
- (c) except in emergency situations, the Employee notifies his or her department at least twenty-four (24) hours in advance of the required time off.

The Employee must specify that their request is for Family Responsibilities and may be required to produce evidence that is satisfactory to the Corporation justifying their request. Leave for Family Responsibilities shall be limited to a maximum of three (3) working days per calendar year, non-cumulative.

7. **Shift Premiums**

Shift premiums are paid to those on afternoon shift, night shift, or to those who work on weekends. The applicable rates are outlined in the Collective Agreement.

Pursuant to the Collective Agreement or as otherwise approved in writing between the Corporation and the Union day shift start and end times may vary. There are occasions during the normal work week (from Monday to Friday inclusive) when traditional afternoon or night shifts are altered to start or end during the approved day shift. For example, an afternoon shift may commence at 12:00 noon and may end at 8:00 p.m. or a night shift may commence at 4:00 a.m. and end at 12:00 noon.

When during the normal work week (from Monday to Friday inclusive) traditional afternoon or night shifts are altered to include hours of work which would be normally part of an approved day shift employees shall be paid shift premium at the applicable rate for all hours worked on that shift.

8. **Flexible Benefits**

The parties agree to commence meeting by June 1, 1997 to discuss flexible benefits.

9. **Contracting In**

The parties agree to discuss the contracting in of work presently contracted out. These discussions are to commence not more than 90 days after ratification of the memorandum of agreement by both parties. Some examples of work to be discussed - tire work, locksmithing, electrical work, HVAC work, cleaning work at city hall and line painting.

10. **Sanitation**

Not less than thirty days after both parties have ratified a new collective agreement, discussions will commence between the parties with a view to achieving cost efficiencies with the Sanitation Section of the Public Works Department.

The parties agree that all reasonable efforts will be made to reach an agreement within

90 days from commencement of the discussions.

During the period referred to above, the corporation agrees to a moratorium on the contracting out of all garbage related services presently performed by Local 94 members. This Letter of Intent is made without prejudice or precedent to any future similar, or like matter, and any ongoing future matter that may be subject to a grievance, arbitration or O.L.R.B. proceeding.

11. **Dispatchers, Public Works Department**

Not later than sixty days after the signing of a Memorandum of Settlement, the parties agree to commence discussions regarding the hours of work provisions and location of dispatchers.

12. **Union Dues**

The Union agrees to meet with the appropriate officials of the Finance Department with a view to resolve all concerns the Union may have with respect to Union dues remittance.

Should all items not be satisfactorily resolved by November 30, 1996, the Corporation agrees to remit all Union dues directly to the Union without any deductions being made unless specifically authorized by the Collective Agreement.

13. **Preferred Provider Network (PPN)**

The Corporation agrees to establish a Preferred Provider Network (PPN) for the purchase of eligible prescription drugs. Participation shall be on a voluntary basis for acute drugs and on a mandatory basis for maintenance drugs. A maintenance drug shall be defined as an eligible prescription drug which is renewed and required to be taken on a daily basis for a period of 120 days or more. Member establishments of the PPN will contract with the Corporation for preferential pricing arrangements for prescription drug purchases made by employees and their eligible dependants to become effective March 1, 1997. Prior to January 1, 1997, the Corporation will mail a directory, listing the names and addresses of the establishments comprising the P.P.N., to all employees.

Eligible prescription drug purchases shall be reimbursed as follows:

1. Eligible maintenance prescription drug purchases made at any PPN establishment will be reimbursed in full.



2. Eligible maintenance prescription drug purchases made at any establishment which is not a member of the PPN will be reimbursed at:
  - a) the lesser of the actual dispensing fee charged or \$7.75 and
  - b) the ingredient cost plus markup, effective January 1st, 1998, such markup not to exceed 10%.
  - c) Maintenance drugs purchased at a non-PPN establishment in an emergency will be reimbursed at 100% to a maximum of twice a year per employee.
3. Eligible acute prescription drug purchases made at any establishment will be reimbursed in full.

The parties agree to jointly provide educational information advising employees of the benefits of participating in the voluntary P.P.N. The Union will encourage its members to participate in the PPN.

The Corporation agrees to meet with the Union at least three (3) months prior to the renewal of the agreement between the Corporation and the network of pharmacies to endeavour to expand the list of participating pharmacies in order that the P.P.N. of pharmacies better meets the needs of the members.

The Corporation agrees to provide employees and their eligible dependants with a drug card that allows for direct billing by the pharmacy to Manulife at the earliest availability.

#### 14. **Drug Formulary**

The Corporation and the Union agree to establish a Committee within 60 days of the signing of a Memorandum of Settlement to review the following items.

- Development of a Drug Formulary
- Development of a procedure for dealing with new drugs brought onto the market.
- Development of a procedure for the handling of de-listed drugs.
- Development of Educational programs for existing employees and retirees with a line to cost containment.

#### 15. **Job Security**

The Union agrees to assist the Corporation when requested to do so in developing plans to achieve cost savings and efficiencies in City operations. When jobs become

redundant or are combined with other jobs as a result of implementing a plan developed with Union assistance, affected employees will be retrained in order of seniority. The Corporation agrees that no permanent employee will be laid off as a result of implementing a plan developed with Union assistance.

Yours truly,

R.B. Yarwood  
COMMISSIONER OF HUMAN RESOURCES

## SCHEDULE "B"

### PERSONAL ISSUES

#### PUBLIC WORKS DEPARTMENT

##### Annual Issue

2 pair perma press green work pants or 1 pair standard orange coveralls or 1 pair bib type orange overalls;

2 uniform perma press long sleeve shirts, or golf style shirts or 2 orange safety shirts or 1 spring orange safety jacket bomber style (on a replacement basis - bomber jacket only);

1 green parka (on a replacement basis) or 1 3/4 length orange nylon parka (on a replacement basis).

##### All Semi-Skilled and Labourers

##### On replacement

1 rain cap	1 rubber raincoat
1 pair gloves	1 pair rubber gloves (as needed)
1 pair rubber boots (short)	

Note: Rainwear issue to consist of short jacket and bib pants.

All Semi-Skilled Labourers are issued with helmets. Hip rubber boots are issued to Semi-Skilled Labourers engaged in sewer and watermain work. Helmets and hip rubber boots are loaned from the stockroom to men temporarily in trenches.

Semi-Skilled Labourers engaged in the repair of watermain breaks during the winter months shall be provided with felt lined rubber boots.

##### Garage

##### On replacement

1 raincoat	1 pair gloves or mitts
------------	------------------------

##### Works Inspectors

##### On replacement

One crested winter parka, thereafter on a replacement basis.

#### PARKS DEPARTMENT



## **GENERAL**

### **Safety Footwear**

Safety footwear shall be issued to all permanent Employees on a replacement basis.

The wearing of safety footwear shall be mandatory except with the approval of the Department Head.

### **Parkas**

The City will supply at the discretion of the Department Head parkas for certain permanent Employees whose duties require them to work out of doors for the majority of their hours during the winter months.

The issue of parkas shall be on a replacement basis and the design and style of the parkas are to be the prerogative of the Employer. Parkas shall not be issued to Employees who already receive a winter coat issue.

That the Garage Mechanics and Garage Servicers be issued with Parkas, the same type as issued other staff such issue to be on a replacement basis at the sole discretion of the Department Head.

### **CITY UNIFORMED STAFF**

The following sets out what is now being issued by way of uniform clothing to Meter Readers, Waterworks Servicers, Animal Control Officers and Parking Meter Attendants which is on a replacement basis with the right of the Employer to determine style and design, viz:

### **FINANCE DEPARTMENT - METER READERS**

<u>Annual Issue</u>	<u>Quantity</u>
Long Black Ties	2
Short Sleeved Shirts (Spring Issue)	3
Long Sleeved Shirts (Fall Issue)	3
Shoe Allowance of \$60.00 per year payable the first week of July	

#### On Replacement

Summer Hat (optional)  
Winter Hat (optional)  
Summer Trousers  
Winter Trousers  
Tunic  
Reefer

## **WATERWORKS SERVICERS**

<u>Annual Issue</u>	<u>Quantity</u>
Winter Shirts	3
Summer Shirts	3
Winter Trousers	1 pair
Summer Trousers	1 pair
Long Ties or Bow Ties	2

<u>Every Two Years</u>	<u>Quantity</u>
Summer Jacket	1

### On Replacement

Winter Jacket  
Winter Cap  
Summer Cap  
Short Rubber Boots

## **LICENSE & BY-LAW ENFORCEMENT SECTION - ANIMAL CONTROL OFFICERS**

<u>Annual Issue</u>	<u>Quantity</u>
Trousers	2 pair
Black Ties	3
Uniform Shirts (crested and lettered)	4
Coveralls	1

<u>Every Two Years</u>	
Uniform Tunic (crested)	1
Winter Parka (crested)	1

### On Replacement

Gloves (animal handling)  
Shop Coat (crested)

### **Pound Attendants and Head Pound Attendants**

Annual Issue  
2 pair of pants  
2 shirts (golf style)  
2 pair of coveralls

## **TRANSPORTATION DEPARTMENT**

Parking Meter Attendant

<u>Annual Issue</u>	<u>Quantity</u>
Summer Hat	1
Winter Hat	1
Long Black Ties	2
Long Sleeve Uniform Shirts	2
Perma Press Trousers - navy	2
Perma Press Jacket - navy	1
 <u>On Replacement</u>	
Parka - blue	1

**GENERAL**

The Corporation shall provide two (2) tubes of U.V. Sun Screen Cream per year to those employees who normally work outside.

**Schedule "C"**

**DEFERRED SALARY LEAVE PLAN**

October 8, 1996



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October 8, 1996

1. **DEFINITIONS**

In this Plan:

October 8, 1996



**"Commissioner of Finance"** means the Commissioner of Finance and Treasurer of The Corporation of the City of North York.

**"Corporation"** means The Corporation of the City of North York and its local boards.  
October 8, 1996

**"Deferral Period"** means the period during which monies are withheld by the Corporation from the employee's normal salary for the purpose of the Leave of Absence.

October 8, 1996

**"Department Head"** means the Commissioner or head of a department.

**"employee"** means an employee (full-time or otherwise) of the Corporation, but excludes an employee participating in a job-sharing program and an employee in his or  
October 8, 1996

her last year of employment prior to retirement.

**"Leave of Absence" or "Leave"** means the leave of absence to be granted or granted under this Plan in accordance with the terms and conditions set out herein.

October 8, 1996

**"Option One"** means the Leave of Absence option described in paragraph 4.a. of the Plan.

**"Option Two"** means the Leave of Absence option described in paragraph 4.b. of the October 8, 1996

Plan.

**"Plan"** means the Deferred Salary Leave Plan as set out in this document;

October 8, 1996

**2.     STATEMENT OF PURPOSE**

The purpose of the Plan is to provide employees of the Corporation with the  
October 8, 1996

opportunity of scheduling an extended leave of absence on a basis other than those deemed "job related" under the Corporation's Education Leave Policy or those falling within the scope of any other established leave of absence provisions of the Corporation. On the other hand, the purpose of the Plan is **not** to provide benefits to  
October 8, 1996



employees on or after their retirement from the Corporation. The Leave of Absence shall be self-funded by the employee in accordance with the terms and conditions set out herein.

October 8, 1996

**3. INCOME TAX ACT**

The Plan will be implemented and at all times carried out in accordance with the October 8, 1996

Income Tax Act, and the Regulations, Tax Rulings (advance or otherwise), Circulars and Interpretation Bulletins made under the Act, for deferred salary leave plans, as may be amended from time to time. The Corporation reserves the right to modify or  
October 8, 1996

terminate the Plan where the Corporation determines that there is operational impact. Employees that have been approved for Deferred Leave shall be allowed to complete their Leave of Absence unless the Corporation notifies them that the Plan has been  
October 8, 1996

terminated at least 6 months prior to an employee commencing such Leave.

The employee participating in the Plan is solely responsible for determining, in advance  
October 8, 1996

or otherwise, the impact of the Plan on his or her personal income tax situation, and other income or financial concerns.

October 8, 1996

**4. LEAVE OF ABSENCE OPTIONS**

**a. Option One**

October 8, 1996

An employee participating in the Plan will draw 80 percent of his or her normal salary for four consecutive years, for the purpose of a Leave of Absence of twelve consecutive months. At the end of the fourth year, the total sum of monies withheld during the October 8, 1996



Deferral Period will be paid to the employee in:

(a) a lump sum (immediate or deferred); or  
October 8, 1996

(b) on a mutually acceptable scheduled basis,

within the period of the Leave of Absence.

October 8, 1996

**b. Option Two**

An employee participating in the Plan will draw 80 percent of his or her normal salary  
October 8, 1996

for two consecutive years, for the purpose of a Leave of Absence of six months. At the end of the second year, the total sum of monies withheld during the Deferral Period will be paid to the employee in:

October 8, 1996

(a) a lump sum (immediate or deferred); or

(b) on a mutually acceptable scheduled basis,

October 8, 1996

within a period of the Leave of Absence.

October 8, 1996

**5. ELIGIBILITY**

An employee must be employed by the Corporation for a minimum of two consecutive October 8, 1996

years immediately preceding the date of application, to qualify for the Leave of Absence provided for in this Plan. The Leave of Absence shall be limited to one time in a ten-year period for any employee.

October 8, 1996



The maximum Leave period shall be twelve consecutive months (Option One); the minimum Leave period shall be six consecutive months (Option Two). Leave is restricted, in the case of Option One, to the fifth year of involvement in the Plan and, in October 8, 1996

the case of Option Two, to the first six months of the third year of involvement.

No more than twelve employees who are members of Local 94 (Outside, Inside, Dental)  
October 8, 1996

and no more than three employees from the same department shall be permitted to be on a Leave of Absence at the same time. Subject to the foregoing, a request by an employee for participation in the Plan shall not be arbitrarily denied.

October 8, 1996

**6. APPLICATION PROCEDURE AND AUTHORIZATION**

October 8, 1996

An application for Leave of Absence under the Plan is to be made by an employee in writing on a form prepared by the Corporation for such purpose. The application is to be submitted to the Department Head. The Department Head has the authority to grant

October 8, 1996

such Leave, provided that the Leave granted conforms with the terms and conditions of the Plan. The withholding of monies for the Leave of Absence shall commence no earlier than four weeks after the employee's application for Leave has been granted by October 8, 1996

the Department Head.

7. **ADMINISTRATION AND ADMINISTRATIVE COST OF PROGRAM**

October 8, 1996

No deduction shall be made by the Corporation for the total or any sum payable to the employee under the Plan for costs incurred by the Corporation in the administration of the Plan.

October 8, 1996



**8. TAKING OF LEAVE OF ABSENCE AND POSTPONEMENT AND**

October 8, 1996

**SUSPENSION OF LEAVE**

The Leave of Absence shall occur in accordance with, and be governed by, the terms  
October 8, 1996

and conditions set out in this Plan, and the period of the Leave of Absence may not be postponed, delayed, deferred or suspended by the Corporation or the employee.

October 8, 1996

9. **PAYMENT OF MONIES IN LEAVE YEAR**

October 8, 1996

**a. Option One**

An employee participating in the Plan will draw 80 percent of his or her normal salary  
October 8, 1996

for four consecutive years, for the purpose of a Leave of Absence of twelve consecutive months. At the end of the fourth year, the total sum of monies withheld during the Deferral Period will be paid to the employee in:

October 8, 1996

(a) a lump sum (immediate or deferred); or

(b) on a mutually acceptable scheduled basis,

October 8, 1996

within the period of the Leave of Absence.

- b. Option Two**  
October 8, 1996



An employee participating in the Plan will draw 80 percent of his or her normal salary for two consecutive years, for the purpose of a Leave of six months. At the end of the second year, the total sum of monies withheld during the Deferral Period will be paid to October 8, 1996

the employee in:

(a) a lump sum (immediate or deferred); or  
October 8, 1996

(b) on a mutually acceptable scheduled basis,

within the period of the Leave of Absence.

October 8, 1996

**c. Both Options**

Income tax and the cost of employee benefit plans (excluding pension plans) for the October 8, 1996

period of the Leave of Absence will be deducted before payment of the withheld monies.

October 8, 1996

Monies withheld for the employee under the Plan will be placed in trust in such financial institution as may be designated by the Commissioner of Finance from time to time.

October 8, 1996

During the Leave of Absence the employee shall not receive from the Corporation any salary or wages in addition to the monies withheld during the Deferral Period and paid out within the period of the Leave of Absence.

October 8, 1996

**10. INTEREST**

Interest earned on monies withheld during the Deferral Period will be paid to the October 8, 1996



employee in the year of the Deferral Period in which the interest is earned and be reported on the employee's T4 for that year as such.

October 8, 1996

11. **WITHDRAWAL FROM PROGRAM**

October 8, 1996

In circumstances, such as financial hardship or other hardship, the Department Head has the authority to grant the employee's withdrawal from the Plan. Approval for withdrawal may be granted up to the start of the period of the employee's Leave of October 8, 1996

Absence. Upon granting such withdrawal, the Department Head shall immediately notify the Commissioner of Finance of the same. As soon as possible following such approval, the employee will receive the funds that accrued under the Plan.

October 8, 1996

If an employee is permitted to withdraw from the Plan, regardless of whether it is Option One or Option Two, the employee shall not be eligible to apply for a further Leave of Absence for five (5) years from the date of the approval of the withdrawal.

October 8, 1996

12. **DEATH, DISABILITY, OR TERMINATION OF EMPLOYMENT**

October 8, 1996

In the case of the termination of employee's employment or the death of the employee, any unpaid monies shall be paid immediately to the employee in the case of termination and to the employee's estate in the case of death. Amounts for income tax and Canada  
October 8, 1996

Pension Plan will be deducted before payment of such unpaid monies.

October 8, 1996



**13. REINSTATEMENT FOLLOWING LEAVE**

Following the end of the period of the Leave of Absence, the employee will return to October 8, 1996

the position the employee most recently held with the Corporation if that position still exists, or to a comparable position, if it does not.

October 8, 1996

**14. ACCRUAL OF SICK LEAVE, VACATION AND PREGNANCY LEAVE**

October 8, 1996

During the period of the Leave of Absence, the employee will not accumulate or be entitled to statutory holidays, vacations, or pregnancy or parental, sick or other leaves.

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15. **MEDICAL AND DENTAL BENEFITS, AND PENSION PLAN**

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The employee will agree in writing that during the period of the Leave of Absence he or she will be responsible for 100 percent of the premium costs resulting from his or her participation in employee benefit plans (excluding pension plans). The Corporation  
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shall deduct funds from each payment issued during the Leave to cover the employee's cost to participate in these employee benefit plans (excluding pension plans).

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During the period of the Leave of Absence, the employee is not eligible to participate in  
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the Long-Term Disability Plan.

In the case of pension plans, the employee must indicate in writing, at the time of October 8, 1996

application for Leave, if he or she will be participating in the pension plans during the period of the Leave of Absence. Pension contributions during the deferral period will be based on 100% of the employee's normal salary. If the employee has chosen to  
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purchase the pension service during the Leave period he or she must pay his or her own contributions based on 100% of their normal salary, as well as the Corporation's equivalent portion.

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Employee contributory earnings which are used to calculate pension benefits, would not be adversely affected when an employee participates in this plan and chooses to purchase the Leave period break in service.

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**16. INCOME TAX DEDUCTION**

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Income tax shall be deducted in accordance with the Income Tax Act, and the applicable Regulations, Tax Rulings (advance or otherwise), Circulars and Interpretation Bulletins made under the Act, as may be amended from time to time.

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17. **UNION DUES**

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Where applicable, union dues shall be deducted during the period of the Leave of Absence.

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**18. INCREMENTS AND PROMOTIONS**

During the period of the Leave of Absence, an employee will not progress in a salary range as if the employee were at work.

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During the period of the Leave of Absence, the employee will not be entitled to, or be eligible to apply for, promotions or other corporate opportunities where the position commences during the period of the Leave of Absence. However, participation in the Plan does not preclude an employee from applying or being considered for promotions

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or other corporate opportunities where the position commences after the period of the Leave of Absence ends. Also, participation in the plan does not affect promotions or other corporate opportunities where the position was awarded prior to the commencement of the period of the Leave of Absence but does not start until after the October 8, 1996

Leave period begins.

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**19. SENIORITY**

During the period of the Leave of Absence, an employee's seniority will continue to accrue.

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**20. TEMPORARY PERSONNEL**

The Corporation and Union shall, on an application by application basis, agree on the manner in which Temporary Personnel shall be used for the Leave of Absence. Failing October 8, 1996

an agreement, the Corporation shall have no obligation to grant the request for Leave. In such circumstances, the Parties agree that the Corporation's refusal shall be deemed not to constitute an arbitrary refusal.

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**21. COLLECTIVE AGREEMENT**

Employees entering the Plan shall continue to be governed by the respective Collective Agreement provisions except as the deferred Salary Plan may alter these provisions.

**APPENDIX "A" (OUTSIDE AGREEMENT)**

### **Recycling Operator (Public Works Department)**

Recycling Operators will work Monday, Tuesday, Wednesday, and Thursday, 10 hours per day from 7:30 a.m. to 6:00 p.m. with 3 work breaks per day - one 15 minute in the a.m. and two 10 minute breaks in the p.m. plus a half hour unpaid lunch period. All hours worked in excess of 10 hours per day or 40 hours per week will be paid at the overtime rate.

All other benefits will apply as outlined in the Outside Collective Agreement.

A Recycling Operator may be utilized in other functions which involve an 8 hour shift but shall be entitled to no less than 40 hours work per week over no more than 5 consecutive working days. In such instances the current rate for Recycling Operator will be maintained or when performing a superior duty, the superior duty rate of pay will apply.

If the Recycling Operator position is made redundant, the employees so affected will be absorbed within the Bargaining Unit and their salaries will be maintained at a level not below the salary at the time of redundancy of the position of Driver/Loader.