

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
(Clerical and Technical)**

Hereinafter called the "Union"

OF THE SECOND PART

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its Employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all Employees who are subject to the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the Employer and the Union hereby mutually COVENANT and AGREE as follows:

1. **DEFINITIONS**

1.1 For the purpose of this Agreement -

1.2 "Employer" shall mean the Corporation of the City of North York.

1.3 "Employee" shall mean a person employed on the permanent staff who occupies a position as set out in Schedule "A" attached hereto, as amended from time to time, save and except the staff of the Personnel Department.

1.4 Unit refers to the persons defined herein as Employees.

1.5 The Secretaries to all Department Heads shall be given the option of either remaining in the Union or being excluded and further, all future persons appointed as Secretaries to Department Heads after June 13, 1978 shall be excluded from the Union.

The Secretary to the Deputy Commissioner of Finance and Deputy Treasurer, and the Secretary to the Deputy Clerk shall be given the option of either remaining in the Union or being excluded, and further all future persons appointed to these positions after August 1st, 1989 shall be excluded from the Union.

The Secretary to the Deputy Solicitor shall be given the option of leaving the Bargaining Unit within thirty (30) days after ratification. In future, only the Secretary who is the replacement to the Secretary to the Deputy City Solicitor shall be excluded from the Bargaining Unit.

The Department Heads and/or Deputy Department Heads at this time are as follows:

Building Commissioner

Fire Chief

Clerk

Solicitor

Medical Officer of Health

Commissioner of Parks and Recreation

	Commissioner of City Hall Building Services	Commissioner of Public Works Commissioner of
Transportation	Commissioner of Planning	Commissioner of Finance and
Treasurer	Commissioner of Property Deputy Commissioner of Finance & Deputy Treasurer	Deputy Clerk Deputy City Solicitor

1.6 "Pension Plan" shall mean the Municipality of Metropolitan Toronto Pension Plan to which the Employer subscribes, the Canada Pension Plan and, after the 1st day of July, 1968, insofar as those Employees are required to subscribe thereto, The Ontario Municipal Employees Retirement System Plan.

2. **RECOGNITION**

2.1 The Employer or anyone authorized to act on its behalf, recognizes the Union as the exclusive bargaining agent for collective bargaining purposes for all its Employees covered by this Agreement.

3. **UNION SECURITY AND DUES CHECK-OFF**

3.1 It shall be a continuous condition of employment with the Employer;

3.2 that all present Employees who are members of the Union shall maintain their membership therein;

3.3 that all persons who may hereafter become Employees covered by this Agreement shall, on commencement of employment with the Employer, complete membership application forms supplied by the Union through the Commissioner of Human Resources which shall authorize dues deductions and which shall constitute membership in the Union for the purposes of this Agreement.

3.4 All Employees shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. The Employer agrees to deduct from the pay of every Employee, and from new Employees on commencement of employment, and dues levied in accordance with the by-laws of the Union and to transmit the total amount of such deductions to the Treasurer of the Union not later than one week after making such deduction.

3.5 The Union recognizes that the Employer will not be held responsible for any claims with respect to the use of union dues deducted from Employees and remitted to the Union.

4. **DISCRIMINATION**

4.1 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 within the Union.

4.2 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.

5. **MANAGEMENT RIGHTS**

- 5.1 The Union acknowledges 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:
- 5.2 maintain order, discipline and efficiency;
- 5.3 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;
- 5.4 generally to manage the operation and undertakings of the Employer and without restricting the generality of the foregoing to select, install and require operation of any equipment, plant and machinery which the Employer in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Employer;
- 5.5 decide on the number of Employees needed by the Employer for the efficient operation of any item of equipment or plant and for the carrying out of any undertaking by the Employer.
- 6.1 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 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.

HEALTH AND SAFETY COMMITTEE

- 6.2 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.
- 6.3 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).
- 6.4 All accidents shall be reported immediately.

7. **WORKING HOURS**

- 7.1 Daily working hours for the Employees of the Employer coming within the Union shall be either from:
- (a) 8:00 o'clock a.m. to 4:00 o'clock p.m.
 - (b) 8:30 o'clock a.m. to 4:30 o'clock p.m.
 - (c) 9:00 o'clock a.m. to 5:00 o'clock p.m. or having regard to the nature of the work to be performed.
- 7.2 The work week shall be five (5) days, Monday, through Friday, one hour for lunch, a forenoon break of 15 minutes and an afternoon break of 10 minutes.

- 7.3 Any other schedule shall be a negotiable point between the Department Head, Commissioner of Human Resources and the Union.
- 7.4 When a member of the Inspectional Staff of the Health Department is scheduled for standby duty on Saturdays, Sundays and Statutory or declared holidays, he/she shall be reimbursed as follows:
- (a) \$6.50 per diem for each day on standby duty;
 - (b) in addition he/she shall be paid a minimum of two (2) hours at time and one-half or for the hours worked, whichever is the greater;
 - (c) work on a Statutory Holiday shall be governed by the Article dealing with overtime.
 - (d) Time and mileage to begin and finish from the nearest City boundary limit.
- 7.5 The hours of work in the Marriage License Section shall be extended until 8:00 p.m. Tuesdays and Thursdays between May 1st and September 30th each year.
- 7.6 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 afternoon or night shifts, 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.
- 7.7 Employees shall be allowed to exercise their seniority for their preference in shifts.

8. **OVERTIME**

- 8.1 Each Employee of the Employer coming within the Union whose work week consists of 5 days shall be paid by the Employer at the rate of time and one-half for all time worked by such Employee at the request of the Department Head, or official in charge, in excess of his or her scheduled working hours and on any day in any calendar week other than on his or her working days for such week, provided that such time worked is one-half (1/2) hour or more. In the alternative the Employee may take equivalent time off at a time to be mutually agreed upon between the Employee and the Department Head.
- 8.2 When an Employee is called in and is required to work outside his/her regular working hours, such Employee shall be paid for two (2) hours work at the time and one-half rate or for the hours worked, whichever is the 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 on 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.

9. **RATE OF PAY AND ANNIVERSARY DATE**

- 9.1 The rates of pay as variously set forth in Schedule "A" hereto shall be paid to all Employees covered by this Agreement. All increases shall become effective on the Anniversary Date.
- 9.2 For the purposes of this Section, the Anniversary Date shall mean as defined in an extract from the minutes of the meeting of Council held January 26, 1956, namely:
- (i) That all staff members on the strength prior to the April 1, 1955, be granted an anniversary date on January 1st, for the purpose of determining salary increments.
 - (ii) That Employees coming on staff on and after April 1, 1955, be eligible for salary increments, if any approved, on the anniversary date of their employment or at the date of change in salary group or rating, for those who are so affected. Where an Employee's increment is withheld, the Employee shall be provided the reasons therefore in writing.

10. **PAYMENT OF WAGES**

- 10.1 The Employees shall receive their salaries every two weeks by cheque to be accompanied by a stub showing a breakdown of salary and any deductions therefrom. All employees appointed to the service of the Corporation after July 1st, 1991 shall be paid by Direct Deposit.
- 10.2 When an Employee substitutes for any position classification for one (1) day or more during the absence of another Employee or performs, substantially, the duties of another position classification, such Employee shall receive the rate of pay for such position classification or his regular rate, whichever is greater.
- 10.3 If an Employee works the day before and the day after a statutory or declared holiday or authorized leave of absence in a superior related position the higher

rate of pay will apply.

- 10.4 The Union agrees that the employer may send literature to Members of the Bargaining Unit regarding voluntary Direct Deposit.
- 10.5 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.
11. **CUMULATIVE SICK PAY CREDIT**
- 11.1 Each Employee shall receive a gross credit of one and one-half (1 1/2) days for each "unbroken" month of service with the Employer, such credit to be cumulative.
- 11.2 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.
- 11.3 A month of "unbroken" service shall be one where the Employee is employed on all his scheduled working days in the month. The following absences from work during the month will not constitute a break in service for the purpose of Sick Pay Credits:
- (i) annual vacation;
 - (ii) statutory and special holidays;
 - (iii) leave of absence with pay;
 - (iv) leave of absence without pay for 2 days or less;
 - (v) illness where sick pay credits are available;
 - (vi) absence due to injuries suffered while on duty which has been adjudged a Workers' Compensation case and where sick pay credits are available;
 - (vii) lost time due to weather conditions.
- 11.4 Where an Employee is absent on account of illness and his cumulative sick pay credit has been exhausted, he shall not receive sick pay credit for the month in which he was so absent.
- 11.5 Statutory and special holidays and regular "days off" shall not form part of the illness period.
- 11.6 An Employee shall not be entitled to sick pay in advance of any credit he may earn in the current month, such credit becomes available only on and after the first day of the following month.
- 11.7 Whenever in any month an Employee's days of illness exceed his 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.
- 11.8 When an Employee is given leave of absence without pay for more than two (2) days for any reason, 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 except as may be otherwise approved and authorized by the Personnel Committee, but shall retain his cumulative credit if any, existing at the time of such leave.
- 11.9 The number of days or parts of days for which an Employee received "sick pay" shall be deducted from his Cumulative Sick Pay Credit.
- 11.10 Sick leave means the period of time an Employee is permitted to be absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

- 11.11 (i) An Employee absent for more than three (3) consecutive working days may be required to provide a doctor's note covering the nature and duration of the illness and, in addition thereto, may be required, in each 30 day period, following the three day period, to submit a like certificate covering the nature and duration of such illness. The aforementioned medical certificate will not be deemed a proper certificate unless it contains the nature and duration of the illness.
- (ii) The Employer reserves the right in any case of absence on account of illness, to request such of its officials as it deems proper 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.
- (iii) If a doctor's certificate is not submitted within seven working days of when required as set out in 11.11.(i) and 11.11.(ii) a deduction will be made to recover from the Employee such monies paid for the period of such absence on account of illness.

11.12 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.

11.13 Employees in receipt of compensation insurance come under sick leave regulations and are to receive wages or salary in addition to insurance monies up to the amount of their regular pay so long as they have any unused cumulative sick pay credit.

11.14 Upon termination of the employment with the Employer there shall be paid to:

- (i) an Employee who retires or is retired on pension;
- (ii) an Employee who resigns;
- (iii) one or more dependents who have been designated in writing by the Employee to the Employer, 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 salary or other remuneration for the period set forth in Column 2 of the schedule contained herein, corresponding to the service requirements set forth in Column 1 thereof.

11.15 The following is the schedule hereinbefore mentioned:

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 would have received if he 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 1, 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 31, 1958, other than reserve days, shall not be used.

11.16 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 Employer 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 has authorized a payment to be made, and in an amount as determined by Council. The decision of Council shall be binding and final.

12. **STATUTORY HOLIDAYS**

12.1 Statutory Holidays shall mean:

Monday	New Year's Day	Good Friday	Easter
	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 statutory holidays shall only be made to those eligible. It is understood that if any Statutory Holidays falls on a Saturday or on a Sunday during any year the Parties hereto 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.

12.2 Employees who are required to, or are requested to work, on Statutory Holidays shall be paid at the rate of time and one-half for all time worked by such Employees and shall be entitled to receive an equivalent time off at a time to be mutually agreed upon between the Employee and the Department Head, provided that such time off does not exceed more than the equivalent of one day.

12.3 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.

12.4 When any statutory holiday falls on an Employee's scheduled day off, such Employee shall receive another day off, with pay, at a time mutually agreed upon between the Employee and the Department Head.

12.5 In each calendar year an Employee who has completed the three month probationary period as set out in Article 24.5 shall be entitled to receive one additional day holiday with pay to be taken at a time mutually agreed upon between the Employee and the Department Head.

12.6 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.

13. **VACATIONS**

13.1 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.

13.2 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

<u>Column 1</u>	<u>Column 2</u>	
2 years	3 weeks	
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.

- 13.3 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 two weeks only may be taken during the months of July and August, unless otherwise mutually agreed upon between the Employee and the Department Head.
- 13.4 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.
- 13.5 Employees terminating their services after September 1st in any year will be paid vacation time on the above basis. Employees terminating their services prior to completing the probationary period will receive payment for vacation credits in accordance with the Employment Standards Act.
- 13.6 An Employee who retires on pension from the City shall receive the vacation entitlement he or she would have been entitled to in the year in which the Employee retired.
- 13.7 Subject to Departmental requirements, employees shall be permitted to exercise their seniority for preference in vacation selection.
- 13.8 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.

14. **CASUAL EMPLOYEES**

- 14.1 Casual Employees shall not, without mutual consent of both Parties to this Agreement, be employed for a period of more than six (6) months in any twelve (12) months. It is the responsibility of the Employer to review all such cases prior to the termination of the said period and either appoint the Casual Employee to the permanent staff or separate him/her from employment on or before the termination of the said period. Notwithstanding the foregoing, the Employer may, when the Employer deems it desirable, utilize not more than eight (8) Employees beyond the six month period referred to above. The eight such Employees referred to herein shall not be used to cover off a permanent vacancy in any department in excess of the six (6) month period. The Corporation shall provide the Union with a monthly list identifying the group of

eight (8) Casual Employees who are on extension beyond six (6) months.

- 14.1.2 It is understood that the Employer may, when the Employer deems it necessary, utilize Casual Employees beyond the six month term outlined in Article 14.1 to cover for those who are off on approved Pregnancy and Parental Leaves. Casuals used for those purposes shall not form part of the group of eight (8) employees referred to in Article 14.1. The Corporation shall provide the Union with a monthly list identifying those Casual Employees who are on extension beyond six (6) months as a result of covering for those on Pregnancy and Parental Leaves.
- 14.2 Casual help shall not be eligible to participate in the pension plan, group insurance plan, sick pay plan nor have any portion of premiums paid by the Employer with respect to any prepaid plan of hospitalization, surgical, dental or medical benefits.
- 14.3 Casual Employees shall, in lieu of holidays, receive "Vacation Pay" as described in the Employment Standards Act.
- 14.4 Casual Employees shall receive overtime rates on the terms and conditions set out in Article 8.1 and 8.2 of this Agreement.
- 14.5 Casual Employees shall be entitled to be paid for Statutory Holidays on the terms and conditions as set out in Article 12.1 and 12.3 of this Agreement.
- 14.6 Casual Employees shall have access to the Grievance Procedure only with respect to those benefits referred to in this Article and it is understood that a discharge or separation of a casual Employee may not be the subject of a grievance.
- 14.7 Casual Employees shall receive only the benefits specifically referred to in this Article and that any reference to "Employee" outside of this Article shall not be applicable to casual Employees.
- 14.8 Casual Employees shall be required to pay union dues.
- 14.9 The rates of pay set out in Schedule "A" in this Agreement shall apply to those casual Employees who are required to pay union dues.
- 14.10 In the event that a casual Employee is appointed to the permanent staff without a break in service, such Employees shall, for the purpose of seniority, vacation and sick pay benefits have his/her seniority made retroactive to the commencement of the employment.
- 14.11 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.
- 14.12 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 vacations, shall be retroactive to the date first hired as a Casual Employee.

15. **SERVICE AS JUROR OR WITNESS**

- 15.1 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 kilometerage 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 said Commissioner 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 shall forfeit that part of his salary or wage for the period he was absent from duty.

16. **LEAVE OF ABSENCE**

16.1 Members of the Union who are delegated to do so, may attend conventions or conferences dealing with Union matters, and will be given leave of absence without pay and without loss of any privileges, provided however, that in any one year the maximum days of absence for all delegates shall not exceed ninety (90) days. The Union where possible will advise the Employer of the conventions or conferences to which it proposes to send delegates, the tentative dates and the number of Employees involved, as soon as possible and, in any event, at least three (3) weeks prior to the dates of which leave is required. In every instance an application shall be made by the Secretary of the Union to the Commissioner of Human Resources. The Union recognizes that such leave will not be permitted where the efficiency of the Department is detrimentally affected, however, such leave of absence will not be unreasonably denied. 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.

16.2 If an Employee is elected 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 year 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.

16.3 If any Employee is elected to a 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 16.2.

- 16.4 Council shall determine the rights of the Employees referred to in Section 16.3, as to seniority, pension, sick pay credits, group life insurance, health and dental coverage, and vacations, etc. and no person shall absent himself until approval has been granted.
- 16.5 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.
- 16.6 Upon written application from an Employee, leave of absence with or without pay, may be granted at the discretion of the Department Head and Commissioner of Human Resources to allow Employees time to write examinations to improve qualifications in the service of the Employer.
- 16.7 An Employee who is required to attend a sitting of the Citizenship Court during his or her normal working hours for the purpose of obtaining his or her Canadian Citizenship shall, on one occasion only, be granted one (1) day leave of absence with pay.
- 16.8 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. The Employee shall not accrue seniority during this absence. An Employee shall be entitled to such leave on one occasion only.
- 16.9 **PREGNANCY, PARENTAL AND ADOPTION LEAVE**
- 16.9.1 (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 16.9.5 (1);
- (c) "pregnancy leave" means a leave of absence under Article 16.9.2 (1);
- 16.9.2 (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.
- 16.9.3 (1) Subarticle 16.9.2(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.
- 16.9.4
- (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.
- 16.9.5
- (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.
- 16.9.6
- (1) Subarticle 16.9.5(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.
- 16.9.7
- 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.
- 16.9.8
- (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.
- 16.9.9
- (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.
- 16.9.10
- (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.
- 16.9.11
- 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.
- 16.9.12
- 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.

- 16.9.13 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.

17. **BEREAVEMENT LEAVE**

- 17.1 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 or her immediate family; and one day in the case of his or 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.
- 17.2 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.
- 17.3 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.
- 17.3.1 Effective April 1, 1987, leave of absence with regular pay will be granted to an Employee for one day in the case of the death of his or her grandchild. Effective January 1, 1988, the one day leave of absence in the case of a death of an Employee's grandchild will increase to two consecutive days.
- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 Such Bereavement Leave of Absence shall not constitute a break in service.

18. **PENSION PLAN**

- 18.1 As a condition of employment, all Employees commencing 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 a proof of age document satisfactory to the Pension Committee.

19. **RETIREMENT**

- 19.1 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.

20. **HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND LONG TERM DISABILITY**

20.1 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.

20.1.1 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.

20.2 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.

20.3 The Employer agrees to pay 100% of the premiums for a Long Term Disability Plan which was implemented as of the 22nd day of May, 1974. The City will determine the Carrier. The benefit level of the Plan to be 75% of basic salary to a maximum of \$3,500.00 per month for disability claims arising on or after January 1, 1988. The benefit level of the Plan to be 75% of basic salary to a maximum of \$4,000.00 per month for disability arising on or after July 1st, 1991.

20.4 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 four consecutive full pay periods provided that the Employee shall continue to pay his or her share of the normally shared benefits.

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

20.6 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.

- 20.7 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 or 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 \$10,000.00 shall be paid 25% by the Corporation and 75% by the Union. Effective January 1st, 1992 benefits shall be paid on a 50/50 basis by the Union and the Corporation.
- 20.8 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 or she shall then be deleted from the "Holding Unit" and separated as being retired on pension.
- 20.9 When an Employee is transferred to the "Special Holding Unit" the benefits provided shall be as set out above and there shall not be any accrual of seniority for the purpose of benefits contained in the Collective Agreement.
- 20.10 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 regular duties because of injury, occupational disease, advancing years or disability, such Employee may be given preference for any available position for which he 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.

21. **GROUP LIFE INSURANCE**

- 21.1 Employees may participate in the Group Life Insurance Plan to which the Employer subscribes. Employees hired on or after January 1, 1971 shall be required to participate in the Plan.
- 21.2 The Employer agrees to contribute fifty per cent (50%) of the total premium paid for each Employee who subscribes to said plan or any amendment thereof.
- 21.3 The Employer and the Union agree to share on a 50-50 basis the cost of premiums for Group Insurance for former Employees who have retired on pension prior to April 30, 1984. Effective April 30, 1984, the cost of \$10,000.00 in Group Life Insurance coverage will be paid 25% by the Employer and 75% by the Union. Effective July 1, 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.

22. **DENTAL PLAN**

22.1 Effective January 1, 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.

23. **VACANCIES AND NEW POSITIONS**

23.1 Vacancies on the permanent establishment of strength of the various departments within the jurisdiction of the Union shall be advertised by posting a notice signed by the Commissioner of Human Resources, of such vacancy for a period of fourteen (14) calendar days. Such notice shall be posted in all areas where Local 94 members are working.

23.2 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.

23.3 Such vacancy shall be filled in accordance with qualifications and seniority. If a vacancy is advertised, as set out in Article 23.1 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.

23.4 The first priority shall be given to permanent employees within the Inside 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.

23.5 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 or salary 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.

23.6 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.

23.7 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.

24. **SENIORITY**

24.1 **a) Calculation of Seniority**

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) Seniority Tie-Breaker

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.

24.2 **Department Seniority Lists**

The Employer will post a list in each department in January of each year showing the roster of all permanent staff covered by the Union in the particular department together with the date each Employee in that department was appointed to the permanent service of the Employer. Any Employee may request through his or her Department Head information relative to seniority. The Union will be supplied with a copy of all the departmental lists so posted.

24.3 **Seniority During Absence**

An Employee shall not lose his seniority rights by reason of -

- (i) absence on account of illness while in receipt of sick pay credits subject to Section 11.11(i);
- (ii) absence on account of illness where sick pay credits have been exhausted, subject to Section 11.8 and 11.11(i) and further, that such illness without sick pay credits does not exceed a period of one year from the time such credits have been exhausted;
- (iii) absence on account of an accident which is adjudged a Workers' Compensation Case;
- (iv) service in Her Majesty's Forces during a time of war or during a national emergency provided the Employee returns to the employ of the Employer within 90 days after an honourable discharge;
- (v) authorized leave of absence.

24.4 **Transfer to Position Outside the Union**

Employees promoted or transferred to positions outside this 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.

24.5 **Probationary Employees**

All Employees occupying positions as set out in Schedule "A" who are appointed to the permanent service shall serve a probationary period of three (3) months. On completion of the probationary period they shall be placed on the departmental seniority lists.

24.6 **Lay-Off and Rehiring Procedure**

In the event of a lay-off due to lack of work or where the position has been declared redundant or in the event of rehires the Employer shall take into consideration ability to perform the duties, classifications and Employee's seniority.

25. **TECHNOLOGICAL CHANGES AND JOB SECURITY**

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. **REPRIMAND**

- 26.1 If a Department Head or his/her designate feels that it is necessary to reprimand an Employee, he shall reprimand such Employee in private and the Employee shall have the right to Union Representation.
- 26.2 Where a reprimand will result in a memorandum being sent to the Employee which would become part of his or her employment history, the Employee may at his or her option, be accompanied by a Union Representative.
- 26.3 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 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.

27. **WORKERS' COMPENSATION**

- 27.1 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 regular pay, so long as he has any unused accumulated sick pay credits; provided that there shall not be further deduction from such sick leave credits on the balance 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 in addition to the compensation so that no portion of his/her accumulated sick pay credits is used.

28. **NEW EMPLOYEES**

- 28.1 The Employer agrees to acquaint new permanent Employees with the fact that a Collective Agreement between the Employer and the Union is in effect.
- 28.2 Newly appointed permanent Employees shall be presented with a copy of the Collective Agreement on their appointment to the permanent service.

29. **GRIEVANCE PROCEDURE**

29.1 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.

29.2 **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 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.

29.3 **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 decision in respect to the grievance within ten (10) working days of the said meeting.

29.4 **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) working days after the receipt of the written decision of the Commissioner of Human Resources require that the grievance be submitted to arbitration by notifying the City in writing, of its desire to do so, 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.

29.5 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.

29.6 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.

29.7 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.

29.8 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.

30. **FAILURE TO REPORT FOR WORK**

30.1 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 if reasons satisfactory to the Employer are provided within five (5) working days following the separation of such Employee from employment.

31. **TERMINATION AND AMENDMENT**

31.1 This Agreement shall be effective from April 1, 1996 and shall continue in full force and effect until December 31, 1998 and it shall automatically renew itself 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."

32. **NEGOTIATIONS**

32.1 It is mutually understood by both Parties that negotiations with respect to a subsequent contract, or any amendments thereof, will commence as soon as possible after the receipt of notice by either Party and will continue without interruption until a new agreement is completed.

33. **STRIKE, ETC., AND LOCKOUT**

33.1 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.

33.2 Notwithstanding Section 33.1 hereof, 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 shall have the right to respect such picket lines, and the Union agrees that it will not take any action against any of its members who do not respect such picket lines.

33.3 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.

34. **AUTOMOBILE REIMBURSEMENT**

34.1 Whenever, during any calendar year, an Employee is authorized to use his or her automobile on business of the Employer, the Employer shall pay to such employee kilometerage at the rate of thirty-seven (37¢) per kilometre travelled on said business of the City. Effective July 1st, 1997, the rate shall be thirty-eight cents (38¢) per kilometre. Effective July 1st, 1998, the rate shall be thirty-nine (39¢) per kilometre.

34.2 Employees who have been designated by the Department Head to have their automobile available for use by the City shall be paid for each month whilst so designated a minimum guarantee of \$44.00 per month inclusive of the payment for all such kilometres used, effective January 1, 1991.

35. **CLOTHING**

35.1 The Employer shall provide on a replacement basis a winter parka for use by members of the Survey Crew, Public Health Inspectors, By-Law Enforcement Officers and Building Inspectors whose duties require them to work outdoors.

35.2 **Memorial Hall Uniforms**

Caretakers

Annual Issue

3 shirts per year (short or long sleeve)
2 pairs of pants per year
1 pair of overalls (every two years)
1 pair of safety shoes (thereafter on a replacement basis)

35.3 **City Hall Building Services Uniforms**

Caretakers

Annual Issue

3 shirts per year (short or long sleeve)
2 pairs of pants per year
1 pair of overalls (every two years)
1 pair of safety shoes (thereafter on a replacement basis)
1 parka (thereafter on a replacement basis)

Cleaning Staff

Annual Issue

3 shirts per year (short or long sleeve) or 2 smocks per year
2 pairs of pants
1 pair of safety shoes (thereafter on a replacement basis)

35.4 **Aquatic Programmers**

Annual Issue

2 swimsuits

35.5 **Ultra Violet Protection Cream**

The Corporation shall provide two (2) tubes of U.V. Sun screen cream per

year to those employees who normally work outside.

36. **GENERAL**

- 36.1 The Employer and the Union or anyone authorized to act on their behalf, shall not require any member to make any written or verbal agreement which shall be at variance with the terms of this Agreement.
- 36.2 The Secretary of the Union shall be notified in writing of all transactions of Council that affect the Members of the Union.
- 36.3 Appendix One shall be read in conjunction with this Agreement insofar as School Health Assistants are concerned.
- 36.4 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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **MEDICAL EXAMINATIONS**

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.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals by the hands of the respective 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 EMPLOYEES'
UNION, LOCAL 94, CANADIAN UNION
OF PUBLIC EMPLOYEES
(INSIDE WORKERS)**

TREASURER

PRESIDENT

CLERK

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

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: Clerical & Technical 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 higher position will be applied in the allocation of staff to perform superior duties in accordance with Article 10. 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 essential 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.

2. **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).

3. **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.

4. **Recreation Assistants Grade II and Assistant Curators**

Notwithstanding Article 7.5 all Recreation Assistants II and Assistant Curators, excluding those noted below, shall be compensated for flexible hours worked evenings and weekends as follows:

Assistant Curator - 4 lieu days per year

Recreation Assistant Grade II - 3 lieu days per year

Recreation Assistants Grade II whose daily working hours are either:

- (a) 8:00 o'clock a.m. to 4:00 o'clock p.m.
- (b) 8:30 o'clock a.m. to 4:30 o'clock p.m.
- (c) 9:00 o'clock a.m. to 5:00 o'clock p.m.

with no flexible hours scheduling shall be excluded from this lieu day compensation.

The above lieu days shall be taken within the calendar year at a time mutually agreed upon with the Department Head or designate. This process is effective immediately upon signing of the Memorandum of Agreement.

5. **Contracting Out**

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 Corporation without loss of wages, benefits or seniority. Where necessary, permanent employees will be provided appropriate training.

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. **Hours of Work - Marriage License Section (City Clerks Department)**

The hours of work in the Marriage License Section shall be extended until 8:00 p.m. Tuesdays and Thursdays between May 1st and September 30th each year.

10. **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.

11. **City Hall (Hours of Work)**

Sixty days after the ratification of a Memorandum of Settlement, the parties agree to commence discussions with a view to providing evening services to the public on a weekly or twice weekly basis.

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 Provide 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

APPENDIX I

To a Collective Agreement between the Corporation of the City of North York and the North York Civic Employees' Union, Local 94, (Canadian Union of Public Employees), (School Health Assistants) dated October 20, 1996.

SPECIAL PROVISIONS WITH RESPECT TO SCHOOL HEALTH ASSISTANTS

The provision of the Collective Agreement herein shall apply to the School Health Assistants save and excepting as modified as follows:

1. Wherever the words "Schedule A" appear in the Collective Agreement it should be deemed, for the purposes of this Appendix, to mean the School Health Assistants.

2. Article 7 - Working Hours

Shall mean the normal school hours in any day to a maximum normal working week of 35 hours.

3. Article 9 - Rate of Pay and Anniversary Date

The following shall be the 1996, 1997 and 1998 rates of pay for School Health Assistants:

Salary				
<u>Grade</u>	<u>Position</u>	<u>Step</u>	<u>Jan.1/96</u>	<u>Jan.1/98</u>
DF 005	School Health Assistant	Start	\$780.13	\$795.34
		6 months	\$800.01	\$815.61
		2nd year	\$819.83	\$835.81
		3rd year	\$849.53	\$866.09
		Maximum	\$862.72	\$879.54

4. Article 11 - Cumulative Sick Pay Credit

Sick Pay Credits shall not accumulate during the months of July and August. The months of June and September shall be considered unbroken months of service if the Employee works all the school days in such respective months other than where on authorized leave.

5. Article 12 - Statutory Holidays

Shall not include Dominion Day or Civic Holidays and, with respect to Article 12.5, Labour Day shall be taken in lieu of the day provided in that clause.

6. Article 13 - Vacations

Vacation Entitlement shall be 10/12ths of the entitlement provided therein and such vacation shall be taken during the Christmas break, the mid-winter break, and the balance if any may be taken at a time mutually agreed to. Any unused balance shall be adjusted by payment at the end of the school term in lieu of vacation.

APPENDIX 2

Security Desk Operators

To a Collective Agreement between the Corporation of the City of North York and the North York Civic Employees' Union, Local 94 (Canadian Union of Public Employees), (Security Desk Operators) dated October 20, 1996.

SPECIAL PROVISIONS WITH RESPECT TO SECURITY DESK OPERATORS

The provisions of the Inside Collective Agreement herein shall apply to the Security Desk Operators save and excepting as noted in this Appendix.

1. Wherever the words "Schedule A" appears in the Collective Agreement it should be deemed, for the purposes of this Appendix, to include the Security Desk Operators.

2. The classification "Security Desk Operators" shall be added to Schedule A as follows:

<u>Salary Grade</u> <u>Jan.1/98</u>	<u>Position Description</u>	<u>Salary</u> <u>Oct.20/96</u>	<u>Salary</u> <u>Oct.20/96</u>
I046	Security Desk Operator	\$15.89/hr.	\$16.20/hr

3. **Working Hours**

The working hours shall be forty (40) hours per week consisting of five (5) eight (8) hour consecutive shifts, and the schedule of hours for those on shifts shall be determined by the Department Head. Shifts shall be offered on the basis of seniority. All provisions of the Collective Agreement related to shift premiums shall apply.

4. **Overtime Provisions**

In the event that the Corporation requires Permanent Security Desk Operators to work overtime, said overtime shall be allocated in order of seniority and on a rotating basis.

Permanent Security Desk Operators collectively, shall be permitted to work five (5) statutory holidays per year (15 shifts), prior to any casual or contract security personnel being assigned such work.

5. **Clothing**

Include the following clothing allowances into the Collective Agreement:

Annual issue per employee:

- 2 ties per year
- 2 pair perma press pants
- 1 blazer (every 2 years)
- 2 short sleeve perma press shirts
- 2 long sleeve perma press shirts
- 1 sweater (every 2 years)
- 1 winter parka (on a replacement basis)
- \$60.00 per year shoe allowance

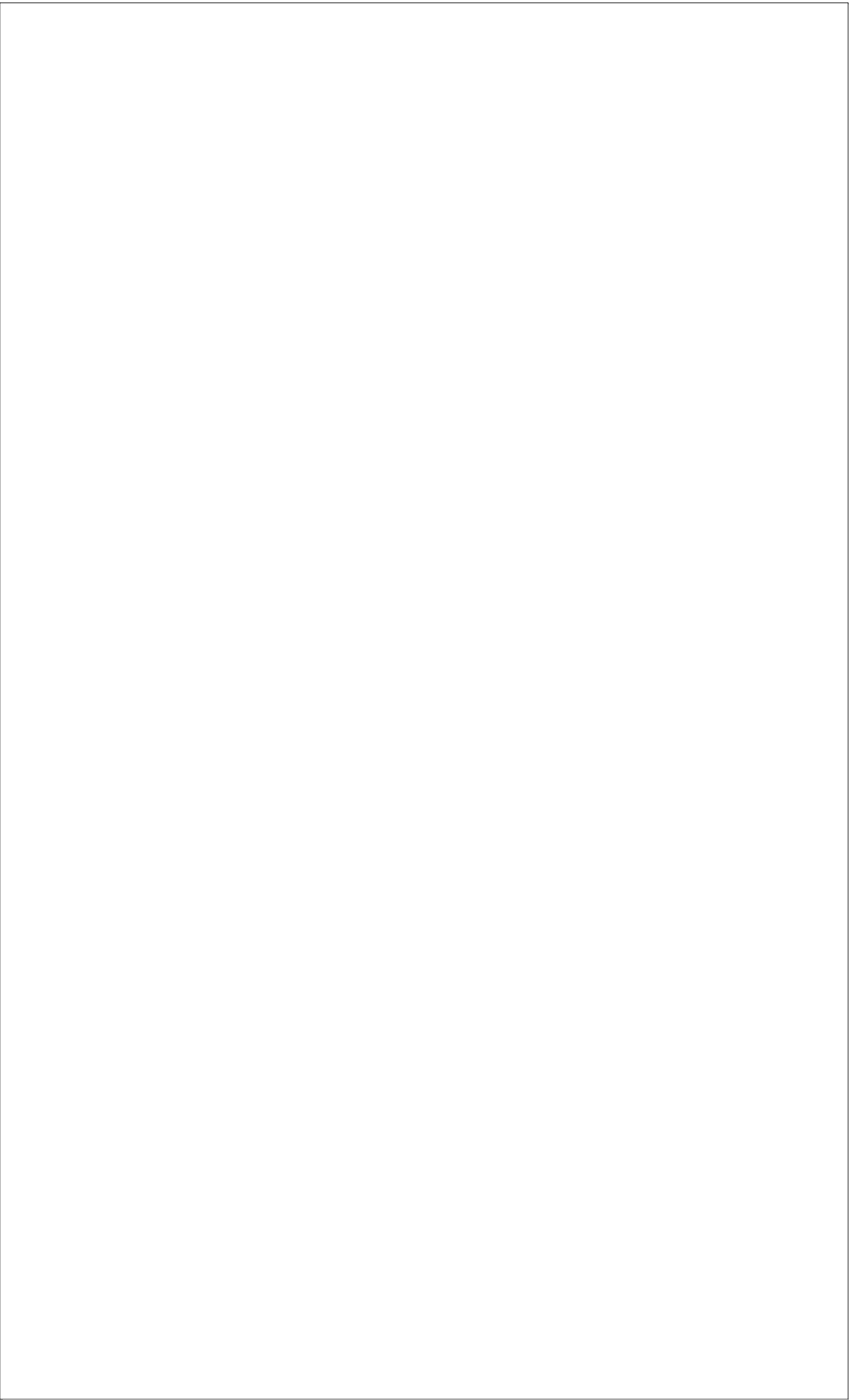
6. **Parking**

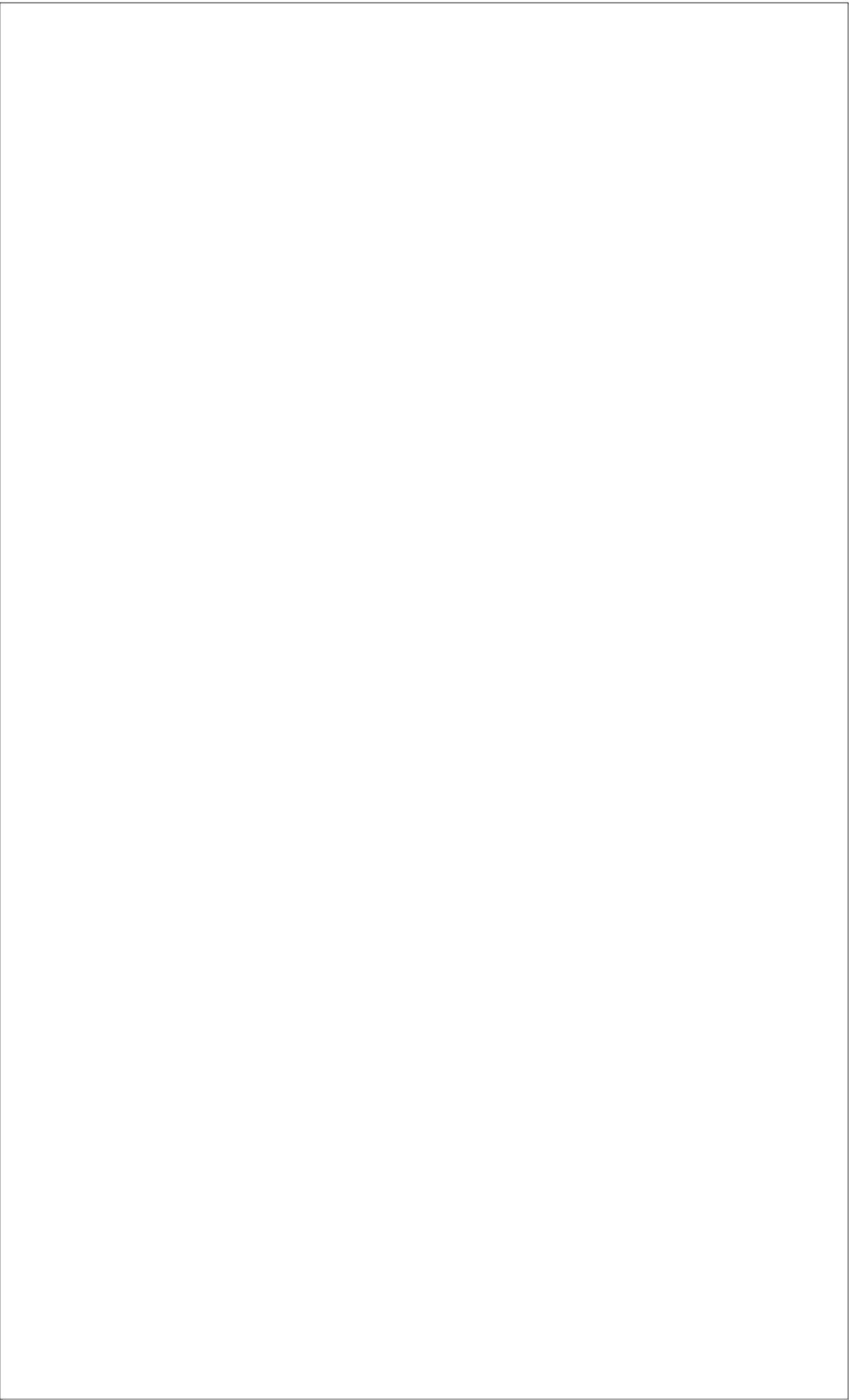
Parking shall be provided free on an as available basis to those who work afternoon or night shifts and on weekends.

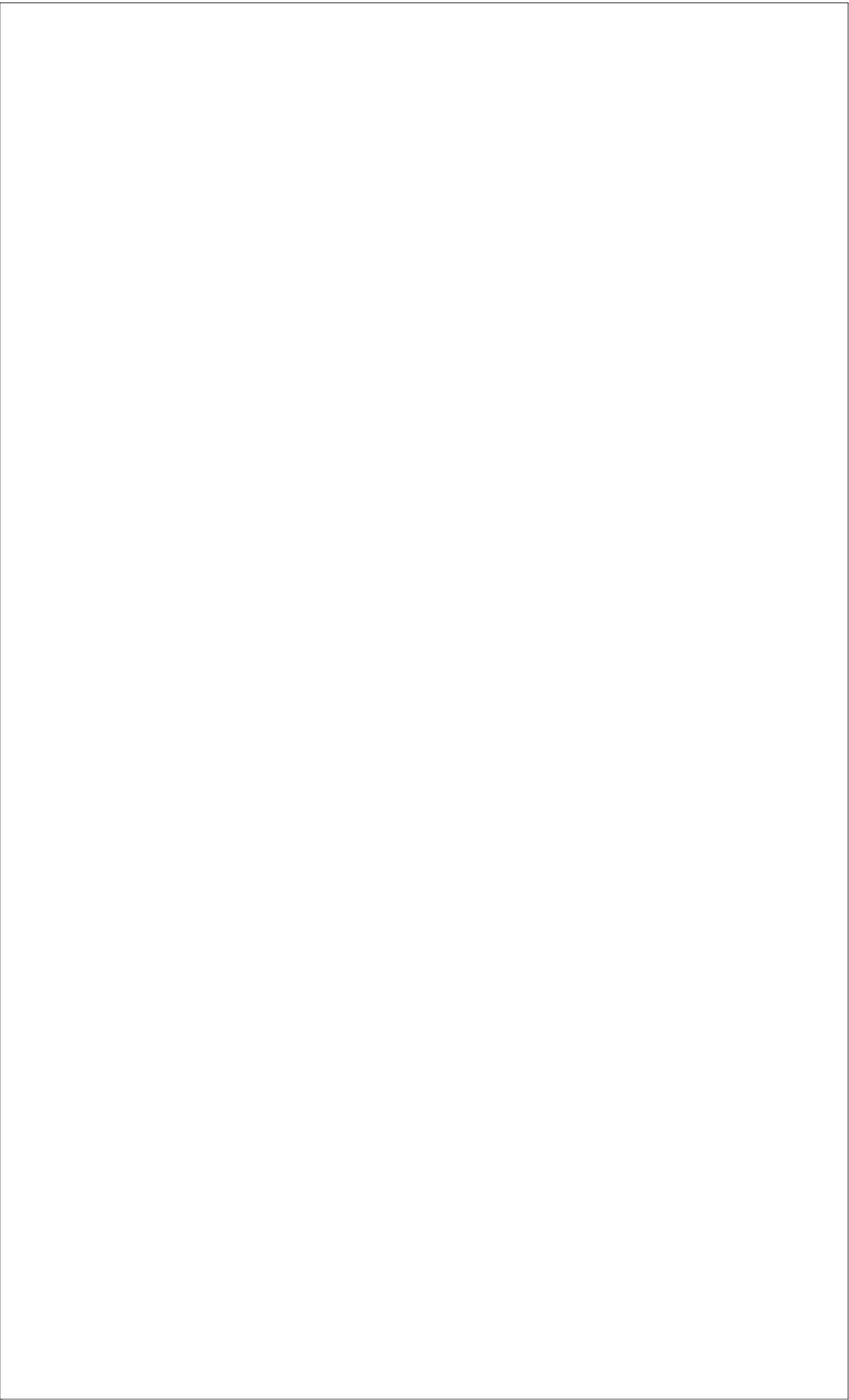
7. The existing job call shall remain exactly as is.

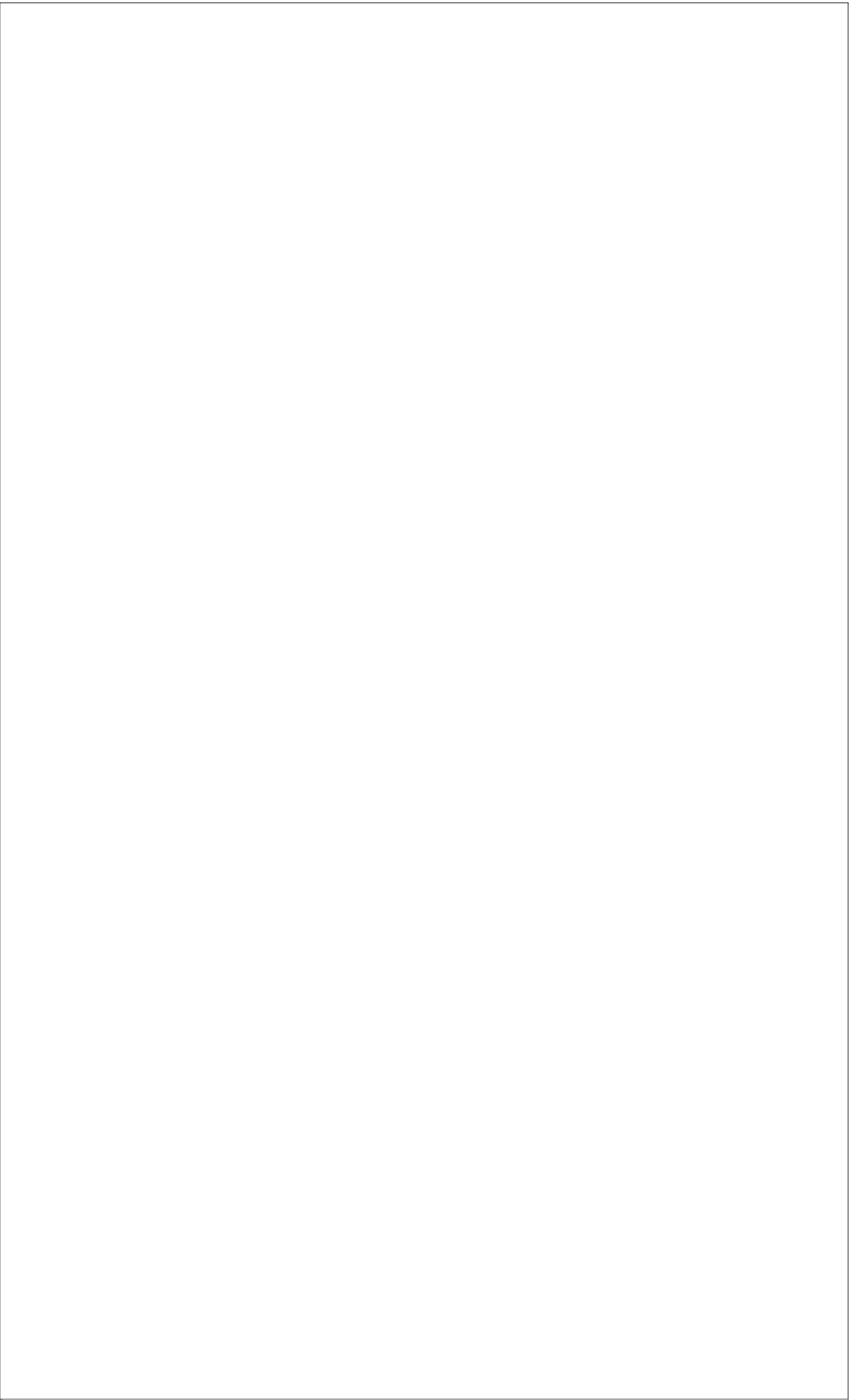
8. **Security Desk Operators' Life Insurance**

Security Desk Operators on staff as of May 6, 1993 shall be provided upon retirement a \$10,000.00 Life Insurance Policy.









Schedule "B"

DEFERRED SALARY LEAVE PLAN

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1. **DEFINITIONS**

In this Plan:

"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.

"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.

"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 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.

"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 Plan.

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

2. **STATEMENT OF PURPOSE**

The purpose of the Plan is to provide employees of the Corporation with the 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 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.

3. **INCOME TAX ACT**

The Plan will be implemented and at all times carried out in accordance with the 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 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 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 or otherwise, the impact of the Plan on his or her personal income tax situation, and other income or financial concerns.

4. LEAVE OF ABSENCE OPTIONS

a. Option One

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 Deferral Period will be paid to the employee in:

- (a) a lump sum (immediate or deferred); or
- (b) on a mutually acceptable scheduled basis,

within the period of the Leave of Absence.

b. Option Two

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 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:

- (a) a lump sum (immediate or deferred); or
- (b) on a mutually acceptable scheduled basis,

within a period of the Leave of Absence.

5. ELIGIBILITY

An employee must be employed by the Corporation for a minimum of two consecutive 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.

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 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) 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.

6. APPLICATION PROCEDURE AND AUTHORIZATION

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 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 the Department Head.

7. ADMINISTRATION AND ADMINISTRATIVE COST OF PROGRAM

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.

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

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

9. PAYMENT OF MONIES IN LEAVE YEAR

a. Option One

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 Deferral Period will be paid to the employee in:

- (a) a lump sum (immediate or deferred); or
- (b) on a mutually acceptable scheduled basis,

within the period of the Leave of Absence.

b. Option Two

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 the employee in:

- (a) a lump sum (immediate or deferred); or
- (b) on a mutually acceptable scheduled basis,

within the period of the Leave of Absence.

c. Both Options

Income tax and the cost of employee benefit plans (excluding pension plans) for the period of the Leave of Absence will be deducted before payment of the withheld monies.

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.

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.

10. INTEREST

Interest earned on monies withheld during the Deferral Period will be paid to the 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.

11. WITHDRAWAL FROM PROGRAM

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 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.

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.

12. DEATH, DISABILITY, OR TERMINATION OF EMPLOYMENT

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

13. REINSTATEMENT FOLLOWING LEAVE

Following the end of the period of the Leave of Absence, the employee will return to the position the employee most recently held with the Corporation if that position still exists, or to a comparable position, if it does not.

14. ACCRUAL OF SICK LEAVE, VACATION AND PREGNANCY LEAVE

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.

15. MEDICAL AND DENTAL BENEFITS, AND PENSION PLAN

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 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).

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

In the case of pension plans, the employee must indicate in writing, at the time of 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 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.

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.

16. INCOME TAX DEDUCTION

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.

17. UNION DUES

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

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.

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 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 Leave period begins.

19. SENIORITY

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

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 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.

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.