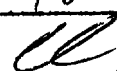


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COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF ETOBICOKE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 3431

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COLLECTIVE AGREEMENT made in triplicate as of the first day of January, 1993.

BETWEEN

THE CORPORATION OF THE CITY OF ETOBICOKE

hereinafter called the "Employer"

OF THE FIRST PART

-and-

THE CITY OF ETOBICOKE, CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL NO. 3431

hereinafter called the "Union"

OF THE SECOND PART

ARTICLE 1. PURPOSE OF AGREEMENT

This agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and its Employees. It is the desire of both parties to cooperate in maintaining harmonious relations between the Employer and the Union, and to provide an amicable grievance process to settle those disputes which may arise out of the interpretation, application or administration of this Agreement. No grievance shall be entertained under this Article.

ARTICLE 2. RECOGNITION

2.01 The Employer **agrees** TO **RECOGNIZE** THE CANADIAN UNION OF PUBLIC **EMPLOYEES** and its LOCAL No. 3431 as the exclusive bargaining agency for the employees of the Corporation of the City of Etobicoke Health Unit with respect to rates of pay, hours of work **and** other working conditions of such employees. The term "employee" or "employees" used throughout **this** agreement shall be interpreted to mean:

All employees of the Corporation of the City of Etobicoke Health Unit at its Health Department in **the** City of Etobicoke, save **and** except Public Health Inspection Supervisors, **Nursing** Supervisors, Dental Coordinator, **AIDS** Health Educator, persons above the rank of Public Health Inspection Supervisor, Nursing Supervisor, Dental Coordinator and **AIDS Health** Educator, Secretary **to** the Medical Officer of Health, Secretary to the Associate Medical Officer of Health, Secretary to the Director of Nursing, Secretary to the Director of Inspection, Secretary to the Dental Director, Secretary to the **Business** Administrator, Secretary to the Board of Health, Administrative Assistant (Administration Services), Senior Clerk (Administrative Services), Students employed through a cooperative **training** program with a Community College, University or Ryerson Polytechnical **Institute**, **persons** regularly employed for not **more than** twenty-four hours per week and students employed during the school vacation **period**, and persons for whom any trade union held bargaining rights as of October 10, 1989.

2.02 The **Union** agrees **that** it will, to the best of its ability, **assist** in the **continued** maintenance of **services** essential to the welfare **and** safety of the residents of the Municipality of the City of Etobicoke:

- (a) In view of the orderly procedures established by handling of grievances, the Union agrees that during the life of this agreement **there** will be no illegal strike, picketing, slowdown or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lockout.
- (b) **h e** Corporation shall have the right to discharge or otherwise discipline employees **who** take part in, or instigate **any** illegal strike, picket, stoppage or slowdown against the Employer. **A** claim of unjust discharge or **treatment** may be the subject of a grievance and dealt with as hereinafter provided.
- (c) Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Corporation as provided in Article 8.

2.03 **The** Employer **retains** the **sole** right to manage all services **and** direct the **working** forces, including the right to hire, promote, transfer and the right **to** discipline or demote its employees.

A claim of unjust promotion, demotion, or transfer or a claim that any employee has been discharged or disciplined without just cause may be the **subject** of a grievance and dealt **with** as provided herein.

2.04 The Employer and the Union agree that **there shall** be no discrimination either by the Employer of the **Union** against anyone **by reason** of his/her activity or lack of activity, past, present **and** future, with respect **to membership or non-membership** in the **Union**.

The Employer **and** the **Union** further agree that **there shall** be no **discrimination**, as

defined in the **Ontario** Human Rights Code, either by the Employer or the Union, against **any** employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family **status**, handicap or political affiliation, or in **any** manner that may be contrary to the spirit of **the Ontario Human** Rights Code.

2.05 Definition of "on the active payroll":

A permanent employee will be on the active payroll while receiving wages, vacation pay, holiday pay, sick pay or I.P.P. **Benefits** will be maintained for all permanent employees on the active payroll.

A permanent employee absent through illness or non-compensable **injury** will have all benefits maintained while in receipt of sick pay subject to Articles 6.1.2 and **10.02(c)**.

A permanent employee absent through illness or injury will have his/her job held open for his/her absence, subject to a **maximum** of twelve **(12)** consecutive **months**. For a further twelve **(12)** months, the Employer will **make** every effort to place that employee in a position that **may** become vacant provided that such employee **has** the necessary qualifications for such a position **and** is medically **certified as** being physically and mentally fit for the position. In accordance with the W.C. Act modified work will be provided for **those** employees requiring such **work**.

Upon being eligible for L.T.D. payments, **an** employee **will** be entered **into a** holding unit for a period, of eighteen **(18)** **months**. If during **that** period **the** employee **has** recovered sufficiently to become available for work, **the** Employer will **make** every

effort to place that employee in a position that may have become vacant, provided ~~tha~~ such employee has the necessary qualifications for such a position and is medically certified as being physically and mentally fit for the position.

In this context "benefits" means Life **Insurance**, L.T.D., E.H.C., Sick Leave Accumulation/I.P.P., Dental, Pension and Vacation. However, notwithstanding the definition of benefits given above, vacations will cease to accrue at the end of a six **(6)** month period of absence, or the expiry date of sick leave, whichever is the earlier.

2.06 Any employee who has received a warning of an offence or had a derogatory notation put on his/her record may apply to have any such notices removed from his/her record provided the employee ~~has~~ in excess of three (3) years seniority with the Employer and has not received any ~~warnings~~ or derogatory notations for two **(2)** consecutive years.

The review will be conducted by the Personnel Department and the Department Management representative in conjunction with ~~the~~ Union Executive. The Personnel Department, at its option, may remove any such ~~warnings~~ or ~~notations~~ from the employee's file.

ARTICLE 3. HOURS OF WORK AND OVERTIME

3.01 ~~The normal~~ work week shall be Monday through ~~Friday~~ and consist of thirty-five (35) hours to be ~~worked~~ in five **(5) days**, and shall normally be between ~~the~~ hours of 8:00 a.m. and 5:00 p.m. **This** does not restrict ~~the Employer~~ from ~~scheduling work~~ over thirty-five **(35)** hours or five **(5) days per week, or on a shift other than the** hours described above.

- 3.02 Each employee shall be entitled to one (1) unpaid hour for lunch **and** coffee breaks as per City Policy.
- 3.03 Employees **who are** called out **from** home without advance **notice** and required to **work** in an emergency outside of their regular working hours shall be paid for a minimum of two **(2)** hours at overtime rates.
- 3.04 (a) Overtime is defined as authorized time **worked** in excess of seven (7) hours per day or **thirty-five (35)** hours a week. **No** employee shall **work** overtime unless authorized by his/her Department Head or designate.
- (b) Employees who work overtime as defined in Article 3.05(a) shall be paid at either:
- (i) time and one half of the employee's regular hourly rate; or
 - (ii) lieu time banked on **an** hour for hour basis. Such lieu time may be **banked** to a limit of thirty-five **(35)** hours at any one time and may be **taken at a mutually** agreeable time. Any unused lieu time, subject to the thirty-five **(35)** hour **maximum, may** be carried to the next calendar year.
- (c) Overtime shall be distributed equitably to those employees who are qualified to perform the required **work**.
- 3.05 **When an** employee is advised by the Employer that he/she is required to be on pager duty/standby, (i.e. immediately available by direct telephone **contact/carrying** a pager) such employee shall be **guaranteed** a **minimum** of two **(2)** hours pay at straight time rates for each twenty-four **(24)** hour period that he/she is **on** standby in addition to payment for overtime hours that the employee works. Should **an** employee **be** called out and fail to report, the two **(2)** hour **guarantee** shall not be payable.

3.06 Where an employee accepts a posting outside of the bargaining unit or ~~terminates~~ employment, any banked lieu time will be reimbursed at straight time rates.

ARTICLE 4. UNION REPRESENTATION

4.01 The Union agrees to ~~keep~~ the Employer advised upon election or appointment or ~~any~~ change therein, in writing, of the names ~~and addresses~~ of the Executive Officers, the Grievance Committee, the Negotiating Committee and four **(4)** Departmental Stewards. It is understood that there is a ~~maximum~~ of **one** (1) Steward for ~~each~~ of the following Divisions:

1. Dental Division
2. Public Health Inspection Division
3. Public ~~Health~~ Nursing Division
4. Administrative (all administrative and clerical positions)

4.02 The Grievance ~~Committee~~ of the ~~Union~~ shall consist of not more than **three** (3) in number, one member of ~~which~~ shall be the grievor's Steward. One (1) Union Executive Officer may assist the Grievance Committee of the Union in processing grievances if their presence is requested by either party. ~~The~~ Union reserves the right to replace any ~~Committee~~ member in the event that ~~they are~~ unable to attend. The ~~Union~~ will, if possible, advise the Corporation in advance.

4.03 ~~At~~ the discretion of ~~the~~ Employer, any official or member of ~~the~~ ~~Union~~ shall be granted time ~~off~~ from his/her duties to the Employer ~~during~~ ~~regular~~ ~~working~~ hours to meet with ~~the~~ Employer for purposes of direct negotiation or ~~in the processing of~~ grievances or for any ~~meeting~~ called by ~~the~~ Employer, and shall receive from ~~the~~ Employer such compensation ~~as~~ would be paid for such time ~~were~~ he/she engaged in his/her regular

duties. The granting of such permission shall not be unreasonably withheld and the Union agrees such privileges will not be abused. It is understood that no overtime will be paid under this Article.

4.04 Employees elected or appointed as delegates to conventions or other official meetings of the Union, upon giving one (1) week's written notice to the Employer and specifying the nature and location of the meeting shall be granted leave of absence during which time wages and benefits shall be kept whole by the Employer. The **Union** agrees to reimburse the Employer for such wages and benefits kept whole during such leave. Employees **so** elected or appointed shall be limited to a maximum of four **(4)** at one time. The period for each separate leave of absence under this Clause shall not exceed one (1) **week**, in addition to reasonable time for travelling to **and** from the location of the convention or official meeting. The Union must be prepared to show that other than for Schools or Conventions, such time off is for purposes which **directly** affect **the** relationship between the Employer and the Union Local in a positive manner. (It is understood that such time shall not exceed forty (40) days in total **per** year).

4.05 **An** employee who **assumes** a full-time position with the Union or a Labour Organization with which the **Union** is affiliated shall **be granted** leave of absence for such purpose for a period not to exceed one year, and an employee who is elected to a full-time position with the Union or with a Labour Organization **with** which the Union is affiliated shall be **granted** a leave of absence **equal** to **the term of** office to which the employee is elected. **Such** leave of absence **shall be without pay and without benefits and** privileges provided by **this A g e n t** except seniority, which shall accumulate **during the** leave **of** absence. If the employee returns **to** the employ **of** the Employer

immediately upon the termination of his/her full-time position with the Union, ~~the~~ employee shall be given a job in his/her former classification or a comparable job, provided he/she has the ability and qualifications to perform the required work and the physical **fitness** for **the job**.

ARTICLE 5. HOLIDAYS

5.01 Permanent **and** probationary employees shall receive **their** regular **salary** for seven (7) hours at straight time **rates** for the following days which are hereby designated **as** holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day or Queen's Birthday
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day (when Remembrance Day falls on a **Monday**, Tuesday, Wednesday, Thursday or Friday)
- Christmas Day
- Boxing** Day
- One (1) Floating Holiday (to be mutually agreed upon between the employee and the Employer)

An employee to be eligible for a Floating Holiday must have completed **three** (3) months of continuous **service**.

The observance of **any** holidays shall **be** conditional upon **essential** services being maintained. If a holiday falls on a Saturday or **Sunday** it shall be observed on a **preceding Friday** or following **Monday** **as directed** by **Council**.

5.02 Permanent **and** probationary employees who **perform work** on a holiday **shall be** paid

at the rate of time and one half (1 1/2) the regular hourly rate in addition to their holiday pay.

5.03 For employees to be eligible to receive holiday pay, the employee must be at **work** the working day before and the **working** day following a holiday or must:

- (i) be in receipt of salary **from** either the I.P.P. or Sick Leave Plan **and** produce 'a doctor's certificate **as** outlined in Article 6, Section 6.3.1. of this Agreement or if he/she does not have **Sick** Leave/I.P.P. to his/her credit, have been at **work** for one or **more** of the five working days immediately preceding **the** holiday;
- (ii) be on a paid leave of absence.

5.04 In the event that a **statutory** holiday, **as** defined in Article 5.01, falls **within** a vacation period, such **a** day shall not be considered **as** a day of vacation.

ARTICLE 6. ACCUMULATED SICK LEAVE/INCOME PROTECTION PLAN/WCB

6.0 The Corporation provides an accumulative sick leave plan/an **Income** Protection Plan (I.P.P.) **to** provide **salary** coverage to employees unable to work due to the employee's non-compensable **injury** or **illness**.

6.1 Sick Leave Plan

6.1.1 Employees currently covered **by** **the** accumulative sick leave plan shall be "grandfathered" **and** be eligible for sick leave credits of one and one half (1 1/2) days for each unbroken month of **service with the** Employer which commenced in the fourth **month** of employment. **The** sick leave plan provides **credits** which **are** cumulative.

6.1.2 An unbroken month of service shall be one where an employee is employed on a. working days in the month and is not absent ~~from his/her~~ duties other ~~than~~ on account of

- (a) Non-compensable injury or ~~illness~~ of less than one (1) ~~month~~ duration.
- (b) Accident or illness recognized by the Workers' Compensation Board.
- (c) Time off for leave of absence granted in Sections **14.04, 14.05, 14.06, 14.07** of Article **14**.

6.1.3 Each permanent employee shall be eligible to receive ~~full~~ rate of pay for any time lost by non-compensable injury or illness to the full extent of his/her accrued sick pay credit at the time of such absence. The number of days an employee is absent on account of ~~illness~~ shall be deducted ~~from~~ his/her sick pay credit.

6.1.4 Voluntary Separation/Retirement/Lay Off

An employee whose services are terminated through lay off, retirement **and** voluntary resignation, excluding dismissal for just cause, will be entitled to payment of unused accumulated sick leave credits on the following basis:

(a) over ten (10) years **and** less than fifteen **(15)** years of service - one half **(1/2)** of the unused balance or the equivalent of three (3) months' salary at the employee's regular rate immediately prior to ~~date~~ of termination, whichever is the lesser amount.

(b) over ~~fifteen~~ (15) years **and** less ~~than twenty~~ **(20) years of service** - one half **(1/2)** of the ~~unused balance~~ or the equivalent of four **(4)** months' ~~salary~~ at ~~the employee's~~ regular rate immediately prior to date of termination, whichever is the lesser amount.

(c) 'over **twenty (20)** years **and** less **than** **twenty five (25)** years of service - one half (1/2) of the unused balance or the equivalent of **five (5)** months' salary at the employee's **regular** rate **immediately** prior to **date** of termination, whichever is the lesser amount.

(d) over **twenty five (25)** years of service - one half (1/2) of the unused balance or the equivalent of **six (6)** months' salary at the employee's regular rate **immediately** prior to **date of** termination, whichever is **the** lesser amount.

6.1.5 Any employee **with** **ten (10)** or more years service who is actively engaged in his/her **duties** may be **granted retirement** leave with full pay for a **period** equal to the unused portion of the employee's accrued **sick** pay credit, but not in excess of **six (6) months**.

6.1.6 Should **an** employee die **with sick pay credits** to his/her **account** the total value thereof up to **six (6)** months' pay shall be paid to such **person** as the employee shall have designated **in** writing to **the** Employer for group **insurance** purposes, or failing such designation **by** **the** employee in writing, to **the** Estate of **the** employee.

6.2 Income Protection Plan (I.P.P.)

6.2.1 Income Protection Plan - Employees Covered

The foregoing **sick** leave plan only applies to employees of **the** Corporation **who were** on **staff** prior to September **22, 1986** **and** who elected to remain in the **sick** leave plan.

The I.P.P. covers all employees hired after September 22, 1986 and those employees on staff prior to that date who elected to be enrolled in the income protection plan.

6.2.2 I P Plan - Definition

All employees who are unable to perform their job duties due to a non-compensable injury or illness shall be entitled to income protection in accordance with the following table:

TABLE 1

<u>Length of Service</u>	<u>Maximum No. of weeks Coverage at 100% of Salary</u>	<u>Number of Weeks at 75% of Salary</u>
Less than 3 months	0	0
3 months - less than 1 year	0	26
1 year - less than 2 years	2	24
2 years - less than 3 years	4	22
3 years - less than 4 years	6	20
4 years - less than 5 years	8	18
5 years - less than 6 years	10	16
6 years - less than 7 years	12	14
7 years - less than 8 years	16	10
8 years - less than 9 years	20	6
9 years - less than 10 years	24	2
10 years or more	26	0

(a) An employee's entitlement to any particular level of benefit in accordance with Table 1 shall be based on the employee's length of service with the Employer and shall be updated on the employee's yearly anniversary date. Should an employee be absent due to sickness on his/her anniversary date, the employee will not receive an update of benefit until he/she returns to work.

(b) Any unpaid leaves of absence will delay an employee's anniversary benefit update.

- 6.2.3** For the first four absence occurrences in a calendar year, payments will commence on the first day. For the fifth absence in a calendar year, payments will commence on the second day. For the sixth or more frequent absence, payments will commence on the third day.
- 6.2.4** In the case of an unrelated claim, the potential twenty-six week period of I.P.P. shall be reinstated, provided an employee has returned to active employment and has completed at least one day at work.
- 6.2.5** In the case of a claim which is related to a previous claim, the potential twenty six week period of I.P.P. shall be reinstated provided the employee has returned for twenty consecutive working days from the cessation of the previous claim and the commencement of the related claim.
- 6.2.6** It is understood that the applicable number of weeks of 100% salary protection shall only be available once in any anniversary year. Once the 100% salary protection is utilized, subsequent absences will receive 75% salary coverage.
- 6.2.7** It is understood that those employees who converted to the new I.P.P. and who had sick leave credits in their bank will use these credits as salary replacement for days not covered in the fifth or subsequent absences in a year, and for "top up" coverage from 75% to 100% salary coverage. Such a sick leave bank is decreased by one day for each replacement day and 1/4 day for each "top up" day.
- 6.2.8** In the case of a reoccurrence which occurs within twenty days, the employee must

present a Doctor's certificate which verifies that ~~the~~ second absence is a reoccurrence of the first.

6.3 Non-Compensable Absence Medical Reporting

6.3.1 In all cases of non-compensable injury or illness of more than *three* (3) working day , non-compensable injury or illness shall be proved by the certificate of a qualified Medical Practitioner and in all other cases shall also ~~be~~ proved by the certificate of a qualified Medical Practitioner if required by ~~the~~ Employer on reasonable notice.

After the expiration of each twenty (20) working day period of ~~illness~~ or non-compensable accident, ~~the~~ employee shall submit a ~~medical~~ certificate from a qualified Medical Practitioner ~~stating~~ the expected duration of such absence ~~and~~ the availability for regular or modified duties.

Payment of sick leave credits or from ~~the~~ income protection plan will only be authorized upon receipt of the notification or certificate as outlined above.

6.3.2 The City may for reasonable cause (the cause will be given in ~~writing~~ to the employee on request), and to the Union with the employee's permission, require ~~an~~ employee to submit to a physical examination by a qualified Medical ~~Practitioner~~ appointed by the Employer and ~~the~~ employee shall receive a copy of the medical report forthwith thereafter, provided ~~that~~, where the employee's own Physician disagrees ~~with~~ the report or makes a different ~~assessment~~ of the employee, ~~the~~ physical ~~condition~~ of ~~the~~ employee shall be determined by a third Physician who shall ~~be~~ agreed upon by the qualified

Medical Practitioner for the Employer and the employee's own Physician. The decision of the third Doctor shall be final. All costs of the medical examinations shall be paid for by the Employer. Where possible the Employer will use a physician other than the Medical Officer of Health or Associate Medical ~~Officer~~ of Health.

6.3.3 No claim for sick leave or I.P.P. will be entertained for sickness of an employee occurring outside the Province of Ontario until the employee returns to active employment and provides medical evidence satisfactory to the Employer concerning the period for which sick leave payment is claimed.

6.4 Workers' Compensation Board

6.4.1 While an employee is off work because of a compensable accident recognized by the Workers' Compensation Board he/she shall be entitled to receive the employee's regular net earnings based on his/her regular pay for his/her normal daily or weekly working hours. Regular employee benefits and employee/Employer benefit contributions and deductions shall continue to be maintained as at present. Such payments by the Corporation shall continue only while the employee is on full Workers' Compensation, and shall terminate at such time as either an award is made to the employee by the Workers' Compensation Board, or the employee returns to active employment, or for a maximum of twelve (12) consecutive months, whichever is the lesser. Proof of absence and a claim for pay under this Article must be substantiated by a certificate from a qualified Medical Practitioner.

The employee will not be permitted to return to work until presentation of a certificate

from a qualified Medical Practitioner stating that the employee is fit to return to full or modified duties and/or authorization to return to work is approved by a physician of the Employee Health Services Department of the Employer.

6.4.2 After the expiration of each twenty **(20)** working days, the employee will be required to submit a medical certificate **from** a qualified Medical Practitioner stating the expected duration of such illness and the availability for full or modified duties.

6.4.3 In the event a claim is challenged by the Corporation or the Workers' Compensation Board, employees shall be treated as follows:

- (a) Such employees shall be entitled to advanced **Workers'** Compensation Benefits as set out in Article 6.4.1.
- (b) In **the** event the claim is denied by the Workers' Compensation Board the monies received **from** the Corporation shall be **charged** against the employee's sick leave credits **as** vested in the Accumulated Sick Leave Plan or provided through the Income Protection Plan.
- (c) Where employees are covered under the Accumulated Sick Leave Plan and the employee **has no** sick leave credits, **he/she shall** be required to reimburse **the** Corporation for **any** monies received **from** future sick leave credits, or by **any** other **method** mutually agreed upon by **the** employee, **the Corporation and the Union.**

- (d) Where employees are covered under the Income Protection Plan (I.P.P.), he/she shall be required **to** reimburse the Corporation for monies received ~~through~~ non-payment of an appropriate number of future sick leave days or **by** any other ~~method~~ mutually **agreed** upon by **the** employee, ~~the~~ Corporation and the Union.
- (e) In the event an employee ~~terminates~~ his/her employment with the City prior to reimbursing the City in full for the monies advanced, the City may deduct such outstanding advances from any monies owing the employees.

ARTICLE 7. SENIORITY STANDING

- 7.01 (a) For **the purpose of this Agreement** the terms of probationary and permanent employees shall be ~~interpreted~~ to mean:
- (i) Probationary Employees - The ~~term~~ probationary employee applies to employees who are hired by the Employer **as** part of the **permanent** establishment and who will be designated as permanent employees after satisfactorily completing a six **(6)** month probationary period. If **an** employee is not actively at work for **any** reason during **the six (6) month** period, **the** employee's probationary period will be extended until **he/she** has returned to full-time work and completes **a** further period of **continuous** employment equal to ~~the~~ uncompleted portion of the probationary period.
 - (ii) Permanent Employees - The ~~term~~ permanent employee applies to employees who have satisfactorily completed ~~their~~ probationary period and who **are** part of **the** permanent personnel strength of the Employer.

- (a) The employment of probationary employees may be terminated by the Employer for any reason not contrary to law, **and** there shall be no recourse thereto on the part of the employee, or the Union.
- (b) A permanent employee **as** above **defined**, shall be entitled to **all** the rights and privileges and shall **be** subject to all the duties and liabilities **as** outlined in **this** Agreement.

7.02 On becoming a permanent employee as above defined, an employee shall have seniority standing **dating** from the first day of his/her most recent period of continuous employment, save and except the Dental Health Educators whose seniority shall be prorated on a 10/12 yearly basis.

- (a) If a permanent employee within **the Bargaining** Unit is transferred or promoted to a position **with** the Employer outside of the **Bargaining** Unit, the employee shall **retain** but not accumulate seniority **within the** Bargaining Unit for a period of six (6) months from the date of promotion or transfer provided such employee maintains membership in the Union. It will be the employee's responsibility **to** maintain membership with the Union during that period of time.
- (b) An employee transferring into the **Bargaining** Unit **retains** continuous full-time service credit for **service related** benefits but **does** not have seniority **rights**.

7.03 The Employer shall, on or before **June** 15th and **December** 15th in each year, supply lists showing the current seniority **standing** of each employee **and** will **post** sufficient copies of **all** such lists on the notice **boards**. The **Union will** have four **(4) weeks to notify** the Corporation of any **inaccuracies** on the list otherwise the seniority list **will stand** until the next update.

The Employer agrees to supply the Recording-Secretary of **the** Union with the names and classification of all members of the Bargaining Unit at the time the seniority lists are published.

(a) **NEW EMPLOYEES** - The Employer agrees to notify the **Union**, on a monthly basis, of the name, the classification, and the division of all full-time employees hired during that month. **The** Employer also agrees to pass on to each full-time employee a Union information package at the time of sign-up. The Employer shall be given a copy of all material which will be enclosed in the union information package and shall have the right **to** review the contents on an **annual** basis.

7.04 All **vacancies** and **new positions** (within the **Bargaining** Unit) except as mutually agreed **by the** parties, shall be posted **within the** Health Department for a period of five **(5)** working days. Such notices shall contain the rate **and** qualifications required for **the** position,

When a vacancy occurs **in** a Division, it shall be filled **from** employees in that Division whenever possible **according** to the **factors** as outlined **in** Article 7.05(a).

The name of **the** successful applicant **shall be** posted on City bulletin **boards** and the Union shall be notified. If the vacancy is not filled **within** fifteen **(15)** working days after **closing date** of the job posting, the Union will be notified of the **reasons** therefore.

(a) For the purpose of qualification, the Employer will establish a probationary

period of sixty (60) calendar days after an employee's appointment to a job posting, save and except for a lateral transfer or demotion within the section in which the employ& is currently working. During this period, the employee shall be paid the prevailing job rate. If during this period the employee is found unsatisfactory, the employee shall be returned to his/her former position and rate of pay.

- (b) The Employer at the request of the employee, will return the employee to his/her former position within ten (10) working days of their appointment to a job posting, if such a request can be accommodated. An employee may only invoke this Article once in a twelve (12) month period.
- (c) If a position is posted and awarded during the vacation period of an employee who may otherwise be eligible for such a position, the employee may not file a grievance later than five (5) days after his/her return to work. No grievance shall be entertained after six (6) weeks have elapsed from the closing date of the posting. If the grievance is filed and is successful, there will be no retroactive wages.
- (d) It is agreed between the parties that no employee will be considered for any job posting during their initial probationary period.
- (e) The Employer agrees to advise the Union of any amendments to posting notices prior to posting.

7.05 (a) In all cases of promotion, demotion, transfer and layoffs the following factors shall be considered:

- (i) Seniority
- (ii) Relative education and qualifications
- (iii) Technical knowledge
- (iv) Experience

Where factors (ii), (iii) and (iv) are relatively equal, seniority shall be **the** determining factor.

(b) For purposes of applying **the seniority** provisions of the Agreement in the event of job postings for vacancies or of layoffs, the following Divisions **are** established:

1. Dental Division
2. Public Health Inspection Division
3. Public Health **Nursing** Division
4. Administrative (all administrative **and** clerical positions)

(c) **In** the event of layoff, employees will be laid off from the Division in which they are classified in accordance **with** their Divisional City Health Unit seniority. Employees **thus** displaced from the Division may exercise their total seniority to retain a position with **the** Employer **by** displacing **the** employee with the lower **Health** Unit seniority on the overall seniority list, provided the employee **has the** relevant education, qualifications, experience and technical **knowledge**.

The Employer, whenever possible, shall give twenty **(20)** days notice of layoff to all permanent employees.

- (d) Employees on layoff who have **attained seniority with** the Employer will be recalled according to their overall **City seniority** and who are qualified to perform the work. Recall rights will be extended to employees **on** layoff for a **minimum** period of time equal only to the employee's seniority at date of layoff up to a **maximum** period of time of twelve **(12)** months after which the employee will be considered **to** have **terminated** employment **with** the Employer.
- (e) An employee who **is** on a layoff has no rights under any terms of the Collective Agreement except **as** provided in Article 7.05(d). Seniority rights of such a laid-off employee for recall purposes **only** will not be forfeited **pending** any outstanding arbitration proceedings.

7.06 Seniority rights of **an** employee **shall** be terminated and the employee will be conclusively deemed to have **terminated** his/her employment if the employee:

- (a) voluntarily leaves the employ of **the** Employer,
- (b) is discharged for cause,
- (c) is absent from work for more **than** three (3) working days without a reason satisfactory **to the** Employer and without having obtained a prior leave of absence,
- (d) is absent **from** work for more than three (3) working days **because** of **sickness** or disability without **having notified the** Employer **unless** his/her failure to notify the Employer is for reasonable **cause** satisfactory **to** the Employer,

- (e) fails to return to work after a layoff within seven (7) days after notice of recall has been forwarded by registered mail to his/her last address on file with the Personnel Department of the Employer,
 - (f) fails to return to work upon conclusion of a leave of absence without a reason satisfactory to the Employer,
 - (g) is in receipt of a full permanent disability award by the Workers' Compensation Board as set out in Article 6.4.1,
 - (h) refuses to submit, without reasonable cause, to medical examination as outlined in Article 6,
 - (i) if the employee has not returned to work following a non-compensable accident as set out in Article 2.05.
- 7.07 (a) The Employer shall continue to determine the methods through which municipal services are provided. The Employer agrees that if and when it should alter a method or methods now in effect or implement technological change, no permanent employee with at least two (2) years seniority with the Department will have his/her employment terminated by reason thereof.
- In respect of all other permanent employees affected by the change in method or methods, the Employer shall make a sincere effort to provide alternative employment for them and if no work is available for which they are qualified, the provisions of Article 7.05(c) respecting layoffs shall be applicable.

- (b) The Employer shall have the right to contract out any work provided, however, **that** prior **to** contracting **out work** normally performed by members of the Bargaining Unit, advance discussions will **take** place between the Medical Officer of ~~Health~~ and the **Union**.

ARTICLE 8. DISPUTES

- 8.01 The Employer may bring any alleged violation of the Collective Agreement within five **(5)** calendar days from the incident giving rise to **an alleged violation against the Union,** its Officers, Stewards and/or members.
- 8.02 The **Union** may bring **any** alleged violation **of the Collective Agreement** to **the** Employer within five **(5)** calendar **days** from the circumstance which gave **rise** to the alleged **violation**.
- 8.03 Any employee must bring **an** alleged violation of the Collective Agreement to the Employer within five **(5)** calendar **days** from the incident giving **rise** to the alleged **violation**.

The employee and the employee's Supervisor shall in the first instance discuss the complaint. Such complaint must **be** presented within **the seven (7) days** aforementioned. The Supervisor may answer the complaint orally **at** the time of the **discussion** with the employee but in any **event** must give his/her **decision within two (2) days** of the **discussion**.

8.04 If such an alleged violation brought by any party is not settled to the mutual satisfaction of the parties, it may be treated as a grievance and dealt with in **the** manner prescribed hereafter.

8.05 Grievances shall be handled in the following manner:

Step #1

If the aggrieved is not satisfied with the decision aforesaid and should the employee **wish** to carry the grievance further, he/she shall within three (3) days of the giving of the answer aforesaid reduce the grievance to writing and submit it to the Division Head.

Such grievance **in** writing must be signed by the grievor and shall specify the Article or Articles of the Collective Agreement alleged to have been violated and **the** redress sought. The Division Head shall reply in writing within **three** (3) days of the receipt of the written grievance.

The employee, if he/she wishes, may be accompanied by a Union representative during the discussion with the Supervisor and/or Division Head.

Step #2

In the event the grievance **has** not **been** resolved in **Step #1**, the grievor **may** submit his/her grievance to the Grievance Committee of the Union. The Grievance Committee, if it desires to pursue **the** grievance further, shall within two **(2)** days of the receipt of the written reply in Step #1, notify the Medical Officer of Health, in writing, of its desire to hold **a** meeting. The Medical **Officer** of **Health** shall arrange **such a** meeting within **a further three** (3) days after **the** receipt of such written request. A full-time officer of **the Union may be** present if **the** officer's **presence** is **requested** by either party. Such a

meeting shall involve the Grievance **Committee** of the **Union**, the grievor and the Employer's Medical Officer of Health **and** other representatives of **the** Employer.

The Medical Officer of Health shall give an answer **in** writing within **three** (3) days after such a meeting.

step #3

In the event the grievance has not been resolved at **Step #2** **and** the Grievance **Committee** wishes **to carry** the grievance further, **the** Grievance Committee shall within three (3) days of receiving the reply from the Medical Officer of **Health** in Step 2, request in writing that the grievance be taken up between the Grievance Committee of the Union and the Commissioner of Personnel of the Corporation of the City of Etobicoke **and with** such other parties present **as** either of the parties hereto **may** desire. **Such a meeting** shall **be** arranged **within** five (5) days of receipt of such notification. **The** Commissioner of Personnel will give a written decision within three (3) **days** following the meeting.

Step #4

In the event the grievance **has** not been resolved, it may be referred by either party **to** arbitration.

8.06 Arbitrable matters shall **be** only **those** matters which arise out of the interpretation, application and administration of **this** Agreement.

8.07 The party **desiring** arbitration shall within one (1) **week** **after** the grievance **has** been disposed of according **to the** provisions of Article 8.05, **Step #3, hereof**, proceed by **writing** to the other party requesting such arbitration and such **request** shall contain the

nomination of **an** Arbitrator for the requesting party. The other party shall then within one (1) week of receipt of such request nominate **an** Arbitrator **and** advise the requesting party in writing thereof.

8.08 The two Arbitrators so nominated shall immediately hold a conference for the purpose of electing a Chairperson of the Board of Arbitration. Should they fail to so elect a Chairperson within seven **(7)** days from the commencement of such conference held ~~for~~ such purpose, they shall request the Minister of Labour for the Province of Ontario to appoint **an** impartial Chairperson.

8.09 No person shall be appointed **as** an Arbitrator who **has** been involved in an attempt to ~~negotiate~~ or settle the grievance.

8.10 The parties hereto will bear the expense equally of the Chairperson of the Board of Arbitration and each party will bear the expense of the Arbitrator appointed by it.

(a) **The** parties may mutually **agree** that a single Arbitrator shall be appointed in place of a Board of Arbitration. In **the** event that the parties agree on a single Arbitrator, the Arbitrator shall have the **same** powers **as** a Board of Arbitration under this Agreement. The parties hereto will bear the expense equally of the single Arbitrator.

(b) The Employer shall be required to pay the costs of the **regular** salaries or wages of employees **subpoenaed by the** Union in **any** Arbitration hearing provided the award is in favour **of the Union.**

- 8.11 Except **by** mutual agreement, **no** matter may be submitted to arbitration which has ~~not~~ been properly carried through all previous steps of ~~the~~ grievance procedure.
- 8.12 The decision of **the majority of** the Board of Arbitration, **or failing such majority**, the decision of the Chairperson thereof, or in **the event of** a single Arbitrator, **the** decision of the single Arbitrator shall be final **and** binding upon the parties hereto.
- 8.13 The Arbitration Board shall not be authorized to make **any** finding or decision inconsistent **with** the provisions of this Agreement, **nor** shall it have **the** power to add to, alter, modify, amend or contract **from** any part of this agreement, nor to deal with any matters not covered by this Agreement.
- 8.14 In a **case** involving **the** wrongful discharge or suspension of **an** employee, should the Board of Arbitration find and decide that such discharge or suspension **was** in fact wrongful, the Board shall also **have** the **power** to **determine whether** or not such employee shall be reinstated with full, partial or **no** back pay.
- (a) **A grievance** involving the wrongful discipline of **an** employee not including verbal **reprimands**, shall be subject to **the** Grievance Procedure including arbitration. When the Employer disciplines or discharges **an** employee in writing, a copy of the letter shall be **forwarded to the Union**.
- 8.15 All times mentioned in **this** Article **may** be extended or **shorted** if **both** parties mutually **agree** thereto. The "**days**" referred to in **this** Article are **normal working** days excluding Saturdays, **Sundays and** Holidays. The time **limits** may **not** be **extended** by **an** Arbitrator.

- J.16 Should the Corporation of the ~~City~~ of Etobicoke file a grievance against the ~~Union~~, its Officers, ~~Stewards~~, and/or member(s) or should ~~the Union~~ file a Policy Grievance, such grievance shall commence at Step #2.

ARTICLE 9. SAFETY AND SUPPLIES

9.01 Safety Boots or Safety Shoes

- (a) Where, in the opinion of the Medical Officer of Health, safety boots are required to be **worn**, the Employer shall supply them on an "as needed basis" to all permanent employees. Replacement will take place upon authorization by the Department Head **and** presentation and **return** of ~~the~~ boots **to** be replaced. ~~The~~ decision whether ~~the~~ employee will be allowed to wear safety **shoes** instead of safety **boots** rests solely **with** the **Safety** Coordinator. The style and quality of safety **boots** or safety **shoes**, ~~as~~ well as ~~the~~ supplier of **same**, **will** be at the sole discretion of the Employer.
- (b) On a yearly basis, ~~the~~ Employer will provide two **(2)** lab coats for the Dental Health Educator.
- (c) ~~On~~ a yearly basis, each Dental Assistant and Dental Hygienist will be reimbursed for the purchase of two **(2)** uniforms and one (1) pair of **shoes**. ~~Such reimbursement is to a maximum of \$200.00 in total and is subject to remittance~~ of such receipts.

(d) The Employer will provide each employee classified as a Public Health Inspector with the following ~~items~~ of protective clothing:

- Lab coat every two **(2)** years.
- The Employer will provide ~~each~~ employee ~~classified as~~ a Public Health Inspector with a winter grade parka and a pair of **rubber** boots. Replacement will take place upon authorization of the Department Head and presentation and return of the parka and **rubber** boots to be replaced. The design, style **and** material of the parka **and boots** shall be at **the** discretion **of** the **Employer**.

9.02 It is understood **and** agreed that it is mandatory for employees to wear **the** items of clothing listed herein and that **no City** of Etobicoke identification will **be** removed **from** same.

ARTICLE 10. VACATIONS

10.01 (a) All employees with **seniority** standing of more ~~than~~ one (1) year, but less than two (2) years **as** of July 1st, shall be **granted two (2) weeks** annual vacation **with pay**.

(b) All employees with more than two **(2)** years **seniority** standing **as** of July 1st shall be granted three (3) weeks annual vacation with pay.

(c) All employees **with more than nine (9) years seniority** standing **as** of July **1st** shall be **granted four (4) weeks** annual vacation with pay.

- (d) All employees with more than seventeen (17) years seniority **standing** as of July 1st **shall be granted five (5) weeks annual** vacation with pay.
 - (e) All employees with more than twenty-two **(22)** years seniority **standing as** of July 1st **shall be granted six (6) weeks** annual vacation with pay.
 - (f) All employees with less than one (1) year of seniority **as** of July 1st shall receive vacation with pay based on **an** allowance of one (1) day vacation for each complete month of service prior to July 1st to a **maximum** of two **(2)** weeks.
- 10.02 (a) Where an employee is absent on an extended and unpaid leave of absence for a period longer than one (1) month, vacation pay shall be calculated on a pro-rata basis based on the number of months worked during **that** vacation year.
- (b) An employee shall only accrue vacation credits while in receipt of I.P.P. or sick leave **benefits** subject to a **maximum** of twelve (12) months.
 - (c) Where an employee is absent due to **an illness** or injury recognized by W.C.B., or leave of absence for **more** than one **(1)** year, **he/she shall** not be entitled to vacation benefits.
 - (d) **An** employee absent on vacation who is hospitalized because of **a** major illness or accident suffered during **the** allotted vacation **time and** verified by O.H.I.P. payment, **may** apply to **have** the time lost **reinstated** for a period equal **only** to the lost **time** in that **particular** vacation period. The vacation **so** lost may be taken at

a time mutually agreed to by the employee and the Employer.

- 10.03 (a) In order to allow the Employer to properly schedule work, employees must submit their vacation requests in advance of their vacation. Requests, therefore, must be submitted in writing not later than May **1st** of each **year**. Employees **who do** not submit a vacation request by May 1st will have their vacation time scheduled from the date of their request rather **than** their seniority standing. A **minimum** of five **(5) days** notice must be given prior to **any** vacation being rescheduled.
- (b) The Employer shall post vacation schedules not later than May 31st in each year.
- (c) The granting of **an** employee's choice of vacation shall **be** based on the employee's seniority date or, in the case of late **requests** or changes **to** the employee's original request, the date of the request, and the maintenance of adequate employees **to perform** current **work** schedule.
- (d) Permanent employees who have attained **three (3) years** of **service** may be granted a maximum vacation **deferral** of **three (3) weeks** should **they wish to** extend **their** vacation period **during the** following vacation year, subject to **the** approval of the Department Head. Such a deferral will be **limited** to one (1) in any consecutive **three (3) year** period. A vacation deferral request must be **submitted**, in writing, prior to May 1st of **that year**, or a **minimum** of **three months** in **advance** if the request is **earlier than July**.

ARTICLE 11. CLASSIFICATIONS AND RATES OF PAY

- 11.01 The classification **and** rate of pay for employees covered by this Agreement shall be in accordance with Schedule "A" attached to and forming part of this Agreement.
- 11.02 Employees required to perform the duties of a job classification carrying a higher rate of pay **than** their normal classification, for a **period** of five **(5) working** days or **more** shall be paid within the higher classification at the first wage increment that is greater than their normal rate, retroactive to **the first day** of assignment.
- 11.03 An employee will receive payment for the statutory holiday at the higher assigned rate when Article 11.02 is applicable, provided Article **5.03** is satisfied.

ARTICLE 12. PAY DAY

- 12.01 **Pay day** for employees shall be every second Friday, except when such Friday falls on a Holiday, in which event the pay day shall be the day preceding the Holiday, Payment shall cover earnings up to and including the day of payment, save **and** except overtime, which will be paid up to **and** including the day preceding pay day.

ARTICLE 13. BENEFITS

13.01 **Hospitalization, Medical & Surgical Insurance**

- (a) The Employer agrees to pay **one hundred percent (100%)** of the cost of a **Supplementary** Medical Plan covering **semi-private and** private ward care in a

public hospital and other benefits **similar to** Blue Cross Extended Health Cart, including **Vision Care** benefits (eye **glasses**) **with** no co-insurance and with \$10/\$20 deductible. The Vision Care benefit will be two hundred dollars **(\$200.00)** every two **(2)** years for insured adults over 18 **and** one hundred and fifty dollars **(\$150)** every year for insured dependents under 18. Hearing Aids will be to the extent of \$400.00 of coverage **per** insured person in each five **(5)** year period.

In the event the Employer is obligated **by** Provincial or **Federal** Legislation to contribute towards the **cost** of benefits **similar to** those defined in Article 13.01, Hospitalization, Medical and Surgical **Insurance**, the Employer may terminate or revise the plan in order to eliminate any duplication of benefits. The Employer agrees to inform the Union prior to any **termination** or revision. The Employer agrees to contribute to any **new** plan on **the** same percentage basis **as** it contributed to the plans replaced, unless prohibited by Federal or Provincial law.

13.02 Group Insurance

Group Life Insurance and Accidental **Death and** Dismemberment Insurance shall be provided to permanent employees each valued at two **(2)** times annual **salary to a maximum** of \$415,000. Participation in the plan shall be mandatory, **with** premiums paid by the Employer.

Upon retirement, **an** employee shall receive a flat **coverage** at one **quarter** (1/4) pre-retirement coverage **to a maximum of \$50,000**. **The premium shall be paid** by the Employer.

13.03 Pension

A Pension Plan is provided for the permanent employees of the Employer as a condition of employment. The contributions of **this** Pension Plan are shared by the employees **and** the Employer. **The Employer** agrees to notify the **Union** of **any** major changes in pension arrangements and **discuss them** with the **Union**.

13.04 Long Term Disability Plan

A Long **Term** Disability Plan is provided for the permanent employees. **The Employer** agrees to pay one hundred percent (100%) of the cost of the premium. The benefit will be sixty-six and two-thirds percent (66 2/3%) of an employee's current salary. The **monthly** cap is \$7,500 (seven thousand and five hundred) per month. **In** order to provide a non-taxable **benefit**, the employee will have the premium costs added to his/her **gross** wage and have same subtracted as a deduction.

13.05 Dental Plan

Following a **six** month **waiting period**, the Employer agrees to **pay one hundred** percent (100%) of the cost of a Dental **Plan** for all participating permanent employees providing benefits **similar** to C.U.M.B.A. **Red** Plan and Rider 1 (Endodontic and Periodontal **treatment**), (nondeductible - no **co-insurance**) with **an** Orthodontic rider to the **dental** plan providing **\$2,000** (two thousand) per person **lifetime** coverage, on a **50%** (**fifty** percent) **insurance** basis **and a** major restorative rider eighty percent (**80%**)- no maximum.

Each subsequent April, **the Corporation** will update the O.D.A. Schedule of **Fees**.

13.06 Cost of Dependent Premiums

It will be the employee's obligation to keep the Employer informed of any change in the eligibility of the employee or his/her dependents for participation in any of the above plans and if the employee does not keep the Employer informed, the employee shall be responsible for the difference in the cost of premium. The employee's written statement of his/her dependent status will be regarded as conclusive.

13.07 The only obligation of the Employer under Article 13 is to pay the appropriate premium in full or in part as outlined in the various Sections of Article 13. The Employer is not an insurer as to the benefits available and the exact terms of the coverage must be ascertained from the provisions of the particular policies of the insurers.

(a) The Employer agrees to provide new employees with an outline of benefit highlights and a summary of benefit changes when same are negotiated.

13.08 The Corporation will pay one hundred percent (100%) of the premium costs to maintain Dental, Optical and Extended Health Care benefits for early retirees through to age 65.

13.09 The Corporation will pay one hundred percent (100%) of the cost to maintain Extended Health Care and Optical premiums for Long Term Disability recipients through to age 65.

13.10 It is agreed by the parties that the terms of the Collective Agreement satisfy all legislative requirements related to the sharing with the employees of the portion (5/12ths) of the Employer's U.I.C. reduced premium cost.

13.11 The Employer acknowledges that pursuant to the liability insurance policy maintained by the Employer, action commenced against employees **arising** within the scope and duty of their employment shall be entitled to receive coverage under the said policy in accordance with **and** subject to the **terms** and conditions contained therein.

13.12 The Corporation will provide the Local Union President ~~with~~ a copy of the sections of all appropriate insurance policies relating to benefit coverage, excluding financial agreements.

13.13 A permanent employee absent whose sick leave credits/IPP coverage expire before a period of **six** (6) consecutive **months** absence **has** elapsed will have EHC, Dental, LTD, Life Insurance and AD & D benefits **maintained** by the **City** for the balance of the **six** (6) months.

ARTICLE 14. LEAVES OF ABSENCE

14.01 (a) **Maternity Leave**

(i) Maternity leave, in **accordance with** the **Ontario** Employment Standards Act, will be **granted** to eligible employees.

(ii) The Corporation will provide to **an** employee who is in receipt of U.I.C. **Maternity Benefits** an additional amount to ensure **the** employee receives seventy-five percent **(75%)** of **their regular weekly earnings**.

- (iii) Parental Leave will be granted immediately following a Maternity Leave in accordance with the provisions of the Ontario Employment Standards Act.
- (iv) Medical ~~Benefits~~, including Long Term Disability, will be provided in accordance with the Collective Agreement. Seniority will continue to accrue during the leave.

On return from ~~Maternity~~ Leave, the employee will be reinstated to the position the employee most recently held with the Corporation, if it still exists, or to a comparable position if it does not.

14.01 (b) Parental/Adoption Leave

A qualifying employee who is a parent of a child is entitled to a leave of absence without pay following:

- (a) the birth of a child, or
- (b) the coming of a child into the custody, care and control of a parent ~~or~~ the first time.

The employee ~~must~~ give the Corporation at least two (2) weeks **written** notice of **the** date that the leave is **to** commence.

Parental Leave ~~terminates~~ eighteen (18) weeks after its commencement or earlier if **the** employee advises **the Corporation** in writing at least four (4) weeks in advance of **the** date of **return to work**.

An employee who has taken a Parental/Adoption Leave **shall** be reinstated to the position the employee **most** recently held with the Corporation, if it still exists, or to a comparable position if it does not.

14.02 Permanent employees will **be** granted leave of absence with pay for **the** duration of absence due to Jury **Duty** or if subpoenaed as a court witness. All such leaves must be authorized in advance by the Department Head. Upon being released from jury duty or witness service in the forenoon of any day, or **being** released for a **number** of days, the employee must immediately telephone his/her Department for instructions respecting the employee's **return** to work. Upon receiving such instructions, the employee shall comply with same.

14.03 Bereavement Leave

Permanent employees will be **granted** leave of absence up to three (3) working days without loss of pay for necessary absence (such **as** making funeral arrangements and attending the funeral) by reason **of** a death occurring in the immediately family.

The definition of **immediate** family is limited **to** the employee's father, mother, wife, husband, son, daughter, sister, brother, grandparents, grandchildren, son-in-law, daughter-in-law, **and** father-in-law, mother-in-law, sister-in-law or brother-in-law. If the funeral is outside of **Canada** **and** the employee does not attend the funeral, leave of absence of not **more** than one **(1)** day **shall be granted for the** purpose of attending a memorial service.

Bereavement leave for reasons other than **those** referred to above may be **granted** at the discretion of the Employer.

In **the** event **the funeral** of an employee's mother, father, son or daughter is outside of Ontario, and the employee attends the funeral, the employee will **be** granted up to two **(2)** additional **working** days leave of absence with pay.

14.04 A permanent or probationary employee may be absent with pay if necessary during normal working hours for a **period** not to exceed one **(1)working** day when required to attend at Court on the official **day** **the** employee is sworn in as a Canadian citizen.

14.05 Permanent employees **may** be granted leave of absence without pay, upon request, for **personal** reasons, such as marriage of **an** employee's child, brother or **sister**, birth of employee's child, serious fire or flood, or **moving** one's household. Permission for such time off shall not be unreasonably withheld.

14.06 **When** requesting a personal leave of absence of up to five **(5)working** days, all lieu time **owing** must first be utilized. When **requesting** a personal leave of absence greater than five **(5)** working days, all lieu time **and** vacation **time owing must** first **be** utilized.

14.07 **An** employee **who** is a candidate in a Municipal, **Provincial** or Federal Election, may be granted a leave of absence for campaign **purposes** not to exceed **six (6)** weeks. Such leave of absence shall **be** without pay and without **benefits and** privileges provided by this Agreement, **except seniority**, which shall **accumulate** during the **leave of absence**. In the event that the employee is unsuccessful in his/her election attempt **and** if he/she returns

to the Employer immediately following the election campaign, the employee shall be returned to his/her former job provided **the** employee **has** the ability and qualifications to perform the required work and **the** physical *fitness* for **the job**.

14.08 **An** employee who is elected to a public office in a Municipal, Provincial or Federal election may be **granted** a leave of absence for one (1) year, requests for renewal will be entertained annually, but in no event will **the** total leave of absence be for a period longer **than** the term of office **to** which he/she was elected. Such leave of absence will be without pay and without benefits and privileges provided **by this** Agreement, except seniority, which shall be frozen at the date of **assuming** office and will not further accumulate during the leave of absence. If the employee returns **to** the employ of the Employer immediately following his/her ~~term of~~ public office **as** aforesaid, the employee shall be given a job in his/her former classification or a comparable job provided he/she has the requisite seniority **and** the ability and qualifications to perform **the** required work and the physical *fitness* for the job.

ARTICLE 15. MILEAGE

15.01 When **an** Employee uses his/her **own** car in **the** performance of his/her duties, **the** employee will be paid in accordance with the Employer's current Automobile Expense Reimbursement Policy.

ARTICLE 15.1 ALL EMPLOYEES ARE COVERED BY THIS AGREEMENT AS A CONDITION OF CONTINUING EMPLOYMENT, CONSENT TO THE EMPLOYER DEDUCTING FROM THE WAGES OWING BY IT TO EACH EMPLOYEE, A SUM EQUAL TO THE REGULAR MONTHLY DUES CHARGED BY THE UNION TO ITS MEMBERS.

1 1 **All** employees are covered by **this** Agreement as a condition of continuing employment, consent to **the** Employer deducting from the wages **owing by** it to each employee, a **sum equal to** the regular monthly dues charged **by the** Union **to** its members.

- 16.02 Upon the signing of ~~this~~ Agreement, such deductions will ~~be~~ made on a bi-weekly basis and will be uniformly levied ~~for~~ not less than ~~six (6) months~~.
- 16.03 It is agreed ~~that~~ all employees who ~~are~~ not members of ~~the Union~~ and any present employees who ~~are~~ not now members, but become members, ~~must~~ retain their Union Membership ~~and~~ all future employees must become members within ~~thirty (30) days~~ of their employment and retain their membership ~~so long as~~ the Union is recognized as the Collective ~~Bargaining~~ Agent.
- 16.04 All future employees shall, as a condition of continuing employment beyond ~~thirty (30) days~~, consent to the Employer deducting ~~from~~ the wages owing by it ~~to~~ each employee, a ~~sum~~ equal to the initiation ~~fee~~ regularly' charged by the Union to its members.
- 16.05 ~~The~~ Employer will remit ~~to~~ the Union such ~~sums so~~ collected on or ~~before~~ the 15th day of the month following, payments being made by cheque to the order of the ~~City~~ of Etobicoke, Canadian ~~Union~~ of Public Employees No. 3431.
- 16.06 ~~The Employer shall have~~ all ~~the~~ liabilities of, but not ~~other than~~, a gratuitous bailee with respect to such monies.
- 16.07 ~~No provisions of this Agreement shall~~ compel ~~any existing~~ employees of the Employer who ~~are~~ not now members of the Union to ~~become~~ members of ~~the Union~~.
- 16.08 ~~The Union~~ agrees ~~to~~ admit ~~any~~ employee of ~~the~~ Employer to membership in ~~the~~ said Union under ~~the~~ terms ~~and~~ conditions ~~as~~ any other member is admitted.

16.09 The Employer agrees to prepare a computer list in the **manner** agreed to and provide the **Union** with a copy every three (3) **months**.

16.10 The Union must provide the **Employer** with a minimum of eight (8) **weeks** notice prior to **any** change to Union dues.

ARTICLE 17. DURATION

This Agreement shall remain in force and effect from January 1, 1993 to December 31, 1994.

ARTICLE 18.

Either party to **this** Agreement desiring to negotiate a **new** Agreement or amend the existing Agreement, shall give notice to the other party, in writing, at least thirty (30) days prior **to the expiration date**. If **notice** is not given **as** above, the Agreement shall be automatically renewed without change from year to year until such time as at least thirty (30) **days** notice, in writing, is given prior to the **annual** expiration date. Within thirty (30) **days** of receipt of **notice by either party of** intention to change **the existing** Agreement, **a** joint conference shall **be** held for the purpose **of** negotiating **a** new Agreement or amending the existing Agreement.

IN WITNESS WHEREOF the Employer of the ~~First~~ Part and the ~~Union~~ of the Second ~~Part~~ have executed this Agreement on the _____ day of September, 1994.

**THE CITY OF ETOBICOKE
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL No. 3431**

**THE CORPORATION OF THE
CITY OF ETOBICOKE**

W. S. Furukawa, President



G. B. Sinclair, Mayor

L. Spanton, Recording Secretary

B. Glover, Commissioner,
Administrative Services

APPENDIX "A"
TERM EMPLOYEES

This Appendix sets out in full the rates of pay and conditions of employment relating to Term Employees. Only **those** Articles and Clauses of the main Collective Agreement set out hereunder shall **be** applicable to Term Employees.

Article 1

Applicable

Article 2 - Recognition

2.01 The Employer **recognizes** C.U.P.E. Local 3431 as **the** exclusive bargaining unit for all Term Employees in the Health Department of the Employer. **A** Term Employee **is** defined **as an** employee working more **than** twenty-four **(24)** hours a week for a period of time **on** a provincially funded **project/program** or **on** a **term** or **task** basis to replace employees **on** a leave of absence, including Maternity, Adoption., Parental, etc. There is no guarantee of continued employment. A Term Employee may **be terminated** at any time with two weeks notice or for just cause. **The Corporation** will notify the Union President each time a Term Employee is hired.

2.02-2.04

Applicable

2.06 Applicable

Article 3 - ~~Hours~~ of Work

3.1 Under normal circumstances, the work week shall consist of up **to** thirty-five **(35)** hours and such hours **shall** be scheduled by the Employer. **This** does not restrict **the** Employer from scheduling work over thirty-five (35) hours per week, in which case Article **3.04(a), (b), (i)** shall apply.

3.5 Applicable

Article 4 - Union Representati'on

4.04 Term Employees elected or appointed **as** delegates to conventions or other official meetings of the Union may request a leave of absence upon giving one (1) week's written notice to the Employer **and** specifying the nature **and** location of the **meeting**. **During** such a leave, **the** employee's wages **and** benefits shall **be** kept whole by **the** Employer. The **Union** agrees to reimburse the Employer for such wages and **benefits**.

It is understood **that the** limits of the Collective **Agreement** Article 4.04 apply.

It is further understood that the Employer **will** give full consideration **to the** granting of such **requests**, subject to the exigencies of **the** services.

Article 5 - Holidays

5.1 The following shall be recognized as holidays to be paid for at regular salary rates after three (3) months of continuous service:

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

Remembrance Day will be dealt **with** as in the Full-Time Agreement.

5.2 In order for a Term Employee to receive payment for a holiday referred to in 5.1, the **Term** Employee **must** be **at work** for the **full** scheduled working day preceding **and** the full scheduled working day following such holiday, **unless** on **an** authorized leave of absence.

Article 7 - Seniority

7.1 A Term Employee who applies for and is hired **as** a full-time employee in **the** same position **as a term position** will be **treated** as follows:

The Term Employee who is hired full-time during a period of **term** employment will be granted full seniority credit for **that** particular term for seniority **purposes**. If more **than** six **(6) months has been** served in that term, **the** employee **must** serve a three (3) month probationary period in the full-time position. If less **than six (6) months has been served in** that term, the employee **must** serve a **six (6) month** probationary period.

Term Employees hired full-time in a position not held during their term of employment will serve a **six-month** probationary period.

7.1.1 Seniority will be accrued for the purposes of applying for job **posting** purposes only.

Article 8 - Disputes

Applicable

Rates of Pay - Term Employees

The hourly **rate** for Term Employees **will** be **calculated** as follows:
Salary divided by number of working days divided **by 7** = hourly rate.

The salaries will be based on the **master** agreement. **Upon** completion of 455 hours worked, hourly rates will then be **increased** by **13%** in lieu of the **following** benefits: L.T.D., E.H.C., **Dental**, Life **is** ~~7~~ **A.D.& D.**, **Vacation**, **I.P.P.**

Article 14 - Leave of Absence

14.03 Bereavement Leave
Applicable

Schedule "A"

Term Employees will progress through the salary range based on satisfactory performance at established service evaluation periods. These service periods will be hours worked equivalent to full-time **service**.

Term Employees (such as Health Care Aides) who are hired by the Employer immediately following the annual lay off period, will have their hours **of** service from their previous term of employment credited to qualify for both **salary** progression **and** payment in lieu of benefits.

Automobile Expense Reimbursement

When a Term Employee **uses** his/her own car in the performance of his/her duties, the Term Employee **will** be paid on a per kilometer **basis**, in accordance with **the** Employer's current policy.

APPENDIX "B"
DENTAL HEALTH EDUCATORS (10-MONTH)

This Appendix **sets** out in full **the** specific conditions of employment relating to Dental Health Educators who are hired for **ten** (10) months a year. **Only** those Articles **and Clauses** of the **main** Collective Agreement set **out** hereunder **shall** be applicable to 10 **month** Dental Health Educators.

<u>Article 1</u>	Applicable
<u>Article 2</u>	Recognition
2.01	The Corporation recognizes the Dental Health Educators (10 months) as employees of the bargaining unit. Such employees will have a term of employment from the Tuesday following Labour Day to the end of June. At the end of June, a termination certificate will be processed.
2.02 - 2.04	Applicable
2.05	Applicable, save and except the employee is not on the active payroll during the lay-off period of July and August.
2.06	Applicable
<u>Article 3</u>	Applicable
<u>Article 4</u>	Applicable
<u>Article 5</u>	Applicable save and except when a statutory holiday falls during the lay off period.
<u>Article 6</u>	Applicable save and except that: (i) no sick leave credits are accumulated during the lay off period; (ii) there will be no sick leave/I.P.P. coverage during the lay off period.
<u>Article 7</u>	Applicable
<u>Article 8</u>	Applicable
<u>Article 9</u>	Applicable
<u>Article 10</u>	Applicable save and except that:

- (i) all vacation in the main Collective Agreement will be pro-rated to 10/12ths of the vacation entitlement;
- (ii) vacations shall be taken during the ~~Christmas~~ and Spring school breaks. In the event an employee has insufficient vacation credits to cover the school break periods, a leave of absence, without pay, shall be issued;
- (iii) any vacation remaining after (ii) above shall be taken in the later part of June at a mutually agreeable time between the employee and the Dental Director.

Article 11 Applicable save and except that employees will progress through the salary range based on satisfactory performance at established service evaluation periods. These service periods will be hours worked equivalent to full-time (1820 hours per year) service.

Article 12 Applicable

Article 13 Applicable during the lay off period, the Corporation will provide Dental, E.H.C., L.T.D., Life Insurance and A.D. & D.

Article 14 Applicable save and except such is not applicable during the lay off period.

Article 15 When an employee uses his/her own car in the performance of his/her duties, the employee will be paid in accordance with the Employer's current Automobile Expense Reimbursement Policy during the ten (10) month employment period.

Article 16 Applicable

Article 17 Applicable

Article 18 Applicable

APPENDIX "C.1"
COMPRESSED WORK WEEK PROGRAM
FOR R.N.A.'s AND THE DENTAL DIVISION

I Objectives

- (a) To increase accessibility **and** availability of health services **to** the community.
- (b) To minimize hours of overtime.
- (c) To maintain efficiency.
- (d) To promote personal job satisfaction.

II Implementation

An employee's unit of work is seventy (70) hours each two week period. This allows alternate Fridays **off** duty (9 working days per 2 weeks).

III Selection of Personnel

A minimum number of employees is required for the functioning of the compressed work week. Management reserves the right to determine the total number of employees participating in the compressed work week, being subject to the requirements of **the** service. In the event there **has to be a** reduction in the **number** of employees participating in the compressed work week, seniority shall govern. Except in the case of **an** emergency, **a minimum** of thirty (30) **working days** notice shall **be** given to the employees affected and the Union.

IV Eligibility

Employees who have completed three months of employment with the City of Etobicoke **Health** Department **are** eligible to work **the** compressed work week. **New staff** should indicate to their immediate Supervisor/Designate their intention to be considered for **the** compressed work week allowing approximately thirty (30) **working days** for implementation. All other **staff** should make an application to **their** Supervisor/Designate allowing **the** same thirty (30) **working days** for implementation.

All eligible employees will make **an** application to their immediate Supervisor/Designate according to the following condition:

Any employee opting out will be considered for **return** to the compressed **work** week schedule after three months providing **a** satisfactory reason is given to the Supervisor. **Thirty (30)** working days notice, in writing, is required **to** opt **out** of **this** program and thirty (30) working days notice **to** opt **back** in.

V Work Week and Hours of Work

- (a) **Core Hours:** 8:00 a.m. - 5:00 p.m. or as **agreed to and outlined** in the Collective Agreement.

Compressed Work Week Hours

1st Week - Monday - Thursday - 4 working days x 8 hrs.)
Friday - 1 day x 7 hrs.) = 39 hours

2nd Week - Monday - Wednesday - 3 working days x 8 hrs.)
Thursday - 1 day x 7 hrs.) = 31 hours
Friday - "off duty" day

With one hour for lunch per day for both of **the** above weeks.

- (b) Dependent on their work schedule, employees may be required to **return to the office** each day **as** determined by their Supervisor. For the purpose of safety, late visiting or visiting in areas where extra caution should be exercised, is to be discussed with the Supervisor/Designate beforehand.
- (c) Each **team** (i.e. a group of employees working under one Supervisor) must be scheduled so **that** half of the compressed work week staff will be on duty each Friday.
- (d) **Employees** shall not work overtime without prior approval obtained **from** their immediate Supervisor/Designate **unless** it is an emergency.

VI Calculation of Paid Time or Unpaid Time

It is understood that any employee who is off work for any **reason** shall be deemed to be off for the number of hours regularly scheduled for that particular day.

A Holiday falling on an employee's **day** off will result in the employee receiving additional pay of seven **(7) hours at straight time rates for that Holiday.**

Vacation time off is **to be recorded** in actual hours, e.g. 20 vacation days = 140 vacation hours.

VII Evaluation

The parties agree that **the** compressed work week will **remain** in place for the **term** of this Collective Agreement **and** may be subject to **renewal negotiations** thereafter. In the event **either** party wishes **to amend** or **discontinue** the current compressed work **week,** **the** parties will **meet** to discuss same. In **the** event no agreement is **reached,** the compressed work week shall terminate **sixty (60) working days from the** date of **such meeting.**

CRITERIA FOR EVALUATION OF COMPRESSED WORK WEEK

1. Increase in opportunities to reach working parents without working overtime.
2. Increase in-home visits and/or **personal contacts**.
3. More efficient contacts with physicians and other health and community agencies.
4. Reduction in overtime.
5. Increased opportunities to discuss problems with supervisors.
6. Up-to-date **recording**.
7. Maintenance of services to the community (including schools) on Fridays and weekends.
8. Some in-service time to be offered at the **end** of the **day** (reduction in overcrowding in cafeteria) and **increase the efficiency of** utilization of **working** time.
9. Increased job satisfaction - **to be measured by** questionnaire. It is also anticipated **that** there will be **a** reduction in sick time **and** absenteeism.

APPENDIX "C.2"
COMPRESSED WORK WEEK - ADMINISTRATIVE STAFF

The following will explain the Compressed ~~Work~~ Week Program that is being offered to all Administrative ~~Staff~~. This is a completely voluntary option.

1. A compressed work week **consists** of working a fourteen (14) day cycle of seven and **one half hours** (7 1/2 hours) per day with the fifteenth (15th) day **being** a Friday as the scheduled "off day".
2. Participants will have the choice of working 8:00 **a.m.** to 4:30 p.m. **OR** 8:30 a.m. to 5:00 p.m. However, once chosen, the preferred hours of work remains in effect unless a change is requested for good **and** sufficient reasons.
3. To ensure **that** coverage is maintained in all sections, the Administrative Division **Staff** **has** been placed into three groups.
4. **Any** week that (a) precedes a statutory holiday long weekend, and/or (b) a week that has a statutory holiday in it, will **not** be a compressed work week and everyone will revert to regular **City** hours (8:30 a.m. to 4:30 p.m.).
5. The lunch hour will continue to **be** one (1) hour; it **may not** be shortened to reduce the length of the work day.
6. Participants will **not be** allowed to accumulate "Fridays off" by deferring them **from** one (1) three week cycle to another. **They** are to be taken as scheduled.
7. For vacations of two (2) weeks or less taken during a compressed work week cycle, the thirty (30) minutes of each day's vacation taken is to be repaid by making up the time before or after **the** designated working hours chosen. The **usual** "Request for Time **Off**" slip is to be submitted.
8. For sick time and other leaves of absences of more than three (3) working days or vacation over two (2) weeks (**ten working days**) **occurring** within a compressed **work week** cycle, **the** participant will **deem to** be off the compressed **work week** involved **and** will revert **to** regular City hours (8:30 a.m. to 4:30 p.m.) upon **return**, forfeiting that cycle's Friday off. For **any** extra hours worked during **this** period, a reimbursement (at straight time) will be made.
9. For sick time and other leaves of absence of two (2) working days or less, the thirty minutes short in **each** day **off** will have to be **made** up in the same manner as short vacation time (**see number 7** above).
10. **Where** operating requirements dictate **that** staff be present on scheduled "**Fridays** off", an alternative day off **will be arranged**.
11. **Should** a Friday **off** be a pay day, arrangements will be **made to** have the pay cheques **distributed** a day early; however, they will be dated for the Friday **and must not** be

cashed prior to the cheque **date**.

12. Where **an** Administrative **Staff** member **accepts** a posting to another department, or terminates employment, the extra time earned will be reimbursed at straight time.
13. Participants will **be** expected, **as far as** possible, **to** plan routine medical **and** dental appointments **and personal business** on their **scheduled Fridays off**.
14. Evaluation/Duration

The parties **agree** that **the** compressed work week will remain in place for the term of the Collective Agreement and **may** be subject to renewal negotiations thereafter. In **the** event either party wishes to amend or discontinue the current compressed work week, the parties will meet to discuss same. In the event no agreement is reached, the compressed work week shall **terminate** sixty (60) working days **from** the date of such meeting.

APPENDIX "C.3"
COMPRESSED WORK WEEK POLICY - HEALTH INSPECTION

Objective: To provide for the equitable administration of the Compressed Work Week Program.

Overview: Participation in this program is voluntary. A compressed work week consists of working a fourteen (14) day cycle of seven and one half (7 1/2) hours per day with the fifteenth (15th) day being a Friday or Monday as the scheduled "day off". Participants have a choice of:

- (a) Working from 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m.
- (b) Taking a Friday or Monday as the "day off".

When the "day off" falls on a statutory holiday, or on the day of a scheduled staff meeting, the "day off" will be transferred to either the previous or next working day.

Procedure:

1. Transferring the "day off" to another date may only be done with the knowledge and approval of the Inspector's Supervisor.
2. **Under** special circumstances, the "day off" may **be** transferred to another date at **the** request of the Supervisor due to work load.
3. If you should fall ill on your "day off", you cannot transfer that day to another day. That day is forfeited.
4. If **the** extra half hour per day is not worked due **to** illness, vacation, statutory holiday, **etc.**, then that time must be made up within the three (3) week cycle, if possible.
5. Lunch hours may not be shortened or coffee breaks converted to earn extra time.
6. Where time is owed to ~~the~~ program it can **be** made up **by**:
 - (a) **using** time **already** banked;
 - (b) transferring time **from** the Inspector's overtime bank into the program (with the Supervisor's approval);
 - (c) overtime worked, with **the** approval of the Supervisor, may be **used** **as** a make up time for the compressed work week.
7. **Time** owed may only be **made** up in a **minimum** of half hour blocks. **Any time** worked less than half an hour is not considered make up time **and may** not be added together to **make** up a half hour.
8. It is **expected** that **when time** is owed to the program, it will be made up by **the** Inspector coming in **to the** office (either early or late **shift**) or **other** arrangements **as** approved by the Supervisor.


9. When required, Inspectors will handle **assigned** complaints and work in districts ~~to~~ vacant by Inspectors on their "day off".
10. Inspectors working on their "out weeks" will call in one half hour before quitting time.
11. The Special Projects Inspector will be responsible ~~for~~ the daily administration of **this program**.
12. Inspectors will be responsible for reporting make up time and changes to the schedule to the Special Projects Inspector **and a Supervisor**. If make-up time is not reported, it will be ~~deemed~~ not to have been done.
13. Time may be "**banked**" with the approval of ~~the~~ Supervisor and must be recorded **by** the Special Projects Inspector.
14. In general, compressed ~~work week~~ time may not be interchanged ~~with the~~ lieu time bank without the permission of the **Supervisor**.
15. If anyone ~~is~~ found to ~~be~~ abusing this program, they will be removed from **this** program.
16. Duration/Evaluation


The parties agree that the compressed work ~~week~~ will remain in place for the term of **this** Collective Agreement and ~~may~~ be **subject to renewal** negotiations ~~thereafter~~. **In the** event either ~~party~~ wishes **to** amend or discontinue the current compressed ~~work~~ week, the parties will meet to discuss same. In the event no agreement is reached, the compressed work week shall terminate **sixty (60) working days** ~~from~~ the date of such meeting.

EMPLOYEE ASSISTANCE PROGRAM

The members of C.U.P.E. Local 3431 will have access to the Employee Assistance Program which the City provides for its employees.

Signed:


W. S. Furukawa
President
C.U.P.E. Local 3431


L. A. Riddell
Manager of Staff Relations
City of Etobicoke

LETTER OF INTENT
STAFF DEVELOPMENT

Employees will continue to receive training and development in keeping with **City** Policy, department needs and budget allocations. ~~Members~~ of C.U.P.E. Local 3431 will continue to participate in the City's Tuition Reimbursement Policy.

Signed:

W. S. Furukawa
President
C.U.P.E. Local 3431

L. A. Riddell
Manager of Staff Relations
City of Etobicoke

LETTER OF UNDERSTANDING
JOB SHARING

To recognize that some employees desire a more flexible working arrangement **than** is currently provided in **the** Collective Agreement, **the** Corporation of the City of Etobicoke and the Canadian Union of Public Employees, Local 3431, have agreed **to** participate in **the** pilot project of job **sharing**.

Job Sharing is defined as an arrangement whereby two employees share the hours of work of what would otherwise be one full-time position.

It is understood that the concept of job sharing will not cost the **City** more by having two employees **share** one job **than** one full-time employee working full-time. Both job sharers must hold the same job classification. It is also recognized that under no circumstances will the Department's staff complement of jobs be increased due to job sharing.

The selection of the job sharers will be determined by a Job **Sharing** Selection **Committee** comprised of two (2) representatives from Health **Department** Management **as** well as one (1) representative **from the** Personnel Department and will be based on the criteria outlined in the job sharing guidelines.

During the trial period, **when** two **full-time** employees share one full-time position, the remaining full-time position will be filled for the **duration** of the trial, **which** in any case **is** not to exceed twelve (12) months. Should either of the employees who take part in **this** project or **the** Employer at any time **during** the trial period wish to terminate the job **sharing** arrangement, the replacement employee will **be terminated**.

The Union agrees to modify specific aspects of the Collective Agreement for the purpose of **this** project with the **understanding that the** employees involved in **this** project are entitled to all provisions of the Collective Agreement as provided for a regular **full-time** employee **except as** amended herein.

Employees wishing to job share will sign a tripartite job sharing agreement with the Employer **and the Union**.

Eligibility

All members of Local 3431 will **be** eligible to job share. Applications submitted to the Medical Officer of Health or designate will be put **on a** waiting list for future consideration **by the** Job Sharing Selection Committee.

H

Each employee involved in the job **sharing** program will **work** one half (1/2) **the hours of a regular full-time employee**. The manner **and/or** method of sharing **and** distributing the hours involved must be in **accordance** with the job **sharing** program terms of reference **and will** be decided upon **by the** employees themselves **and** the Medical Officer of **Health** or designate.

Salaries and Professional Classifications

Each employee will be paid at one half (1/2) the **annual salary** rate at which level he/she is presently being paid.

Each employee in **the** program **will** advance **to** the next incremental level after 1820 hours **worked from the time of** his/her last incremental increase; (hours **worked** includes vacation, paid holidays **and** paid sick time).

Replacement of a Partner

1. Should one partner transfer or terminate employment, the remaining partner will work the full thirty five (35) hour work schedule. The Employer will endeavour to recruit a replacement for the job sharer. If no replacement partner is recruited, **the** shared position will revert to the full-time position.
2. Should management terminate a job sharing arrangement, 20 working days notice will be given prior **to the** termination.
3. The procedure of recruitment will be according **to** the Collective Agreement.
4. In the event of sickness or other absence of a job sharer, the current practice relating to full-time employees will apply.

Car Allowance

Each job sharer will be entitled to half the car allowance payable to a full-time employee in **that** classification.

Benefits

The cost of the benefit package for the two employees involved in this program will not exceed the cost of benefits for one full-time employee. The Employer **will** pay **fifty per cent (50%)** of the premium cost of the Supplementary Medical Plan and **fifty per cent (50%)** of the Employer portion of **the** premium **cost** of the Dental Plan for each job sharer. **The** Employer will pay for the Group Life **Insurance and** Accidental **Death** and Dismemberment of each job sharer based on **twice the job sharer's** basic **annual** earnings, (i.e. half of the full-time **salary**). **With** regard to Long Term Disability, coverage will be based on 66 2/3 % of the job sharer's earned salary with premiums calculated based on the **salary** earned. Employees presently in OMERS will continue their participation. However, pensionable service shall accrue on pro-rated basis as per OMERS regulations.

Sick Leave/Income Protection Plan

Depending on the coverage in accordance with Article 6, each employee **shall be credited** with **sick leave at one half (1/2) the entitlement of a full-time employee as outlined in** Article 6.01 of the Collective **Agreement,** or **one half (1/2) of the I.P.P. entitlement in accordance with** Article 6.02.

Vacation

Each employee will be credited **with** 50% of the full-time vacation entitlement in accordance **with** the provisions of Article 10.

Statutory Holiday

Each job sharer will be **entitled** to **pro-rated** statutory holidays. **The** department will ensure that the work schedule provides an equal number of paid working days **off** to each employee.

Floating Holidays

Each job sharer will be entitled to one half (1/2) of the floating holidays according to the Collective Agreement.

Seniority

Each employee will accumulate seniority on the basis of one year for each 1820 hours worked (including vacation, paid holidays and paid sick leave).

Maternity Leave

Each employee will be entitled to **maternity** leave according to **the** Collective Agreement.

Bereavement Leave

Each employee will be entitled to bereavement leave according to the Collective Agreement, payment for such leave, however, will be pro-rated based on hours worked, that is the job sharer will be **entitled** to a maximum of 1.5 day's pay (10.5 hours) for absence **from** scheduled work.

_____ options

Both employees will have the opportunity to apply and be considered for any job postings, according to the **terms** of the Collective Agreement. If **an** employee transfers to another position, the **remaining** job sharer will work full-time **until** a replacement is found.

Discharge and Discipline

Each employee will be treated individually for matters **such** as discipline. If **one** employee is discharged, the remaining job sharer will **work** full-time until a replacement is found.

JOB SHARING GUIDELINES

1. Selection Process

When a full-time employee requests to enter into a job **sharing** arrangement and **the** Job Sharing Selection **Committee** agrees to **this**, the job sharing arrangement will be posted. **The** **successful** applicant's position will be filled for a period not exceeding twelve (12)

months. Where **two** full-time employees wish to job share and the Job **Sharing** Selection Committee agrees to the arrangement, the remaining full-time position will be filled for a period not exceeding twelve **months,**

In addition to **being** in the same job classification and holding **similar** skills, ability, experience and qualifications, the **Employer** in selecting candidates for job sharing will consider:

(i) **Compatibility of the Job Sharers**

Job sharers should have:

- **similar** qualifications
- similar work experience

(ii) **Priority**

In the selection process, priority will be considered on the following basis:

- present members of the **Union**
- position on a **waiting** list

2. Eligibility

All members of Local 3431 will be eligible to job share and will be considered on the following basis:

- must hold the same job classification;
- that their skills, ability and qualifications meet the requirements of the job;
- demonstrated good attendance record;
- demonstrated flexibility;
- are recognized as requiring a more flexible working arrangement;

3. Daily Activities

Communication

Job sharers will decide on a mutually agreeable form of communication.

Case/Client Files (if applicable)

Each job sharer will be aware of the case counts on a regular basis. Cases will be left at the Health Department at the end of each job sharer's tour of duty.

Caseload/Workload for the Position

Each job sharer will be expected ~~to~~ be equally familiar ~~with~~ the position's duties.

Rotation of Duty

Flexible hours of rotation will be mutually agreed upon ~~between~~ partners, subject to final approval by ~~the~~ **Business** Administrator.

Division Meetings,

Each job sharer will be expected to attend approximately one half (1/2) the scheduled meetings per year.

4. Orientation

Each job **sharing** employee will be oriented ~~to the~~ job ~~and~~ their responsibilities.

5. Special Assignments/Positions

The determination of special assignments and/or positions as compatible with job sharing ~~will~~ be considered on ~~an~~ individual basis. The Medical Officer of ~~Health~~ or designate shall determine the appropriateness of ~~such~~ arrangements.


ALUATION OF JOB SHARING PROGRAM

Representatives from the **Union** and Management will meet **as** necessary during the pilot project for the purpose of evaluating the program.

The following **aspects** of **the** Health Unit's activities will **be taken** into consideration:

1. **Reduction** in sick time **and** absenteeism.
2. Increased job satisfaction.
3. Increased opportunity to attend professional courses offered in the community.
4. Maintenance of services to the community.
5. Maintenance of services **to** the schools.
6. Maintenance of efficient contacts with other health **and** community agencies.
7. Maintenance of efficient visiting client premises.
8. Maintenance of up to date recording.
9. Maintenance of adequate attendance at divisional **meetings** by each **job** sharer.
10. Maintenance of **adequate attendance at in-services** for professional development.
11. Maintenance of adequate participation on health department committees and/or special assignments.
12. Maintenance of adequate communication between the job sharers, supervisors and other department **staff** members.
13. Evidence of effective orientation program for **new** staff **as determined by an** evaluation form.
14. **Minimal** opting **in and** opting **out** by members of **the job sharing** program.

Signed:


W. S. Furukawa
President
C.U.P.E. Local 3431

L. A. Riddell
Manager of **Staff Relations**
City of **Etobicoke**

LETTER OF UNDERSTANDING
AYECU /JOB

The parties agree to meet during the term of this Collective Agreement for the purpose of establishing and implementing mutually agreed to revisions to the Pay Equity Evaluation Program in order to ensure ongoing equity and job evaluation within the Bargaining Unit.

Signed: _____
W. S. Furukawa
President
C.U.P.E. 3431

L. A. Riddell
Manager of Staff Relations
City of Etobicoke

LETTER OF UNDERSTANDING
JOINT UNION/MANAGEMENT COMMITTEE

A joint Union/Management Committee will be comprised of three (3) members from Management and *three* (3) members ~~from~~ the Union Executive.

The Committee will meet not less than three (3) times per year or more frequently as required, at the request of either party, with two ~~weeks~~ notice.

The Committee will meet to discuss issues of concern to both parties. Items for the agenda will be submitted in writing at least seven working days in advance of the scheduled meeting.

The Chairperson of the Committee shall alternate between the Union and Management sides as agreed by both parties.

Signed: _____

W. S. Furukawa
President
C.U.P.E. 3431

L. A. Riddell
Manager of Staff Relations
City of Etobicoke

ER OF I ST G
SOFTWARE

The parties recognize and respect the importance for employees to abide by the *terms* and conditions as set out by the manufacturers of software being utilized within the Corporation and will endeavour to ensure that everyone is aware of its importance.

Signed: Wayne 's. Furukawa
Wayne 's. Furukawa
President
C.U.P.E. 3431

L. A. Riddell
L. A. Riddell
Manager of Staff Relations
City of Etobicoke

SCHEDULE "A"

EFFECTIVE JANUARY 1, 1993-1994

<u>Position</u>	<u>L.G.</u>	<u>W.S.1</u>	<u>W.S.2</u>	<u>W.S.3</u>	<u>W.S.4</u>	<u>W.S.5</u>
Typist Steno A Clerk B Health Care Aide	AA	22,955	23,990	25,025	26,080	27,125
Clerk Typist (Smoking Bylaw) Typist Steno B Clerk C Public Health Inspector (Uncertified) Clerk Typist AIDS	BB	25,025	26,140	27,315	28,465	29,610
Registered Nursing Assistant	CC	27,305	28,570	29,820	31,090	32,330
Graphics/A. V. Dental A Dental Health Educ.	DD	29,765	31,155	32,535	33,930	35,305
System Analyst	EE	32,470	33,980	35,515	37,030	38,540
Dental Hygienist AIDS Community Worker	FF	35,410	37,105	38,755	40,420	42,085
Public Health Inspector	GG	38,650	40,475	42,310	44,140	45,955

Increments in this pay schedule will be automatic except that the Employer reserves the right to withhold any increment for just cause.



City of Etobicoke

PERSONNEL DEPARTMENT
(416)-394-8180

MEMORANDUM OF AGREEMENT signed this 26th day of March 1992 in ETOBICOKE, ONTARIO between;

The Canadian Union of Public Employees Local 3431

and

The Corporation of the City of Etobicoke

It is understood and agreed between the parties that on behalf of certain employees of the Corporation as outlined in a collective agreement, the current agreement will be altered and amended to read as follows:

"The parties agree that the Corporation will provide to an eligible employee on maternity leave, a Supplemental Unemployment Benefit plan as described in appendix "A".

Accepted for CUPE Local 3431

Accepted for the Corporation

Handwritten signature of W. Furukawa in black ink.

W. Furukawa
Local President

Handwritten signature of the Commissioner in black ink.

& put Commissioner

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