

THIS AGREEMENT made in quadruplicate this ____ day of _____, Two Thousand.

BETWEEN:

**TORONTO CIVIC EMPLOYEES' UNION,
LOCAL 416, CANADIAN UNION OF PUBLIC EMPLOYEES**
herein called "The Union",

OF THE FIRST PART,

and

CITY OF TORONTO,
herein called "The City",

OF THE SECOND PART.

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Article 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the City **and** its employees; and to provide **for** the prompt **and** equitable disposition **of** grievances, and to establish and maintain safe, satisfactory working conditions, hours **of** work and wages for all employees who are subject to the provisions **of** the Agreement.

Article 2 - RECOGNITION

2.01 The City recognizes the Union as the sole bargaining agent for all employees' of the City of Toronto who occupy the positions set forth in Schedule "A", including positions as determined by the OLRB decision dated the 16th of November 1998.

2.02(a) In this Agreement the word "employee" means a person hired by the City for either Permanent or Temporary employment in a position which comes within the bargaining unit described in clause 2.01.

2.02(b) A temporary employee is one who is employed for any of the following reasons:

- i) to replace an employee who is absent for any reasons;
- ii) to work on a special project or undertaking;
- iii) to work on a seasonal basis to meet seasonal needs;
- iv) to meet unexpected workload demands

2.02 (c) "Permanent employees" are employees who have satisfactorily completed the probationary period under Article 5 and occupy a job classification set out in Schedule "A".

2.03 Whenever the City establishes a new non-union position, the Director of Employee and Labour Relations will, where practicable, provide the Union with thirty (30) calendar days written notice prior to the implementation of said position.

In the event that the Union is of the opinion that the position may come within the 416 Unit, the Union shall so notify the Director of Employee and Labour Relations within five (5) calendar days of the Union's receipt of the notice from the City. If requested, the City shall meet with the Union forthwith for the purpose of discussing the matter.

The question as to the position's inclusion in or exclusion from the 416 Unit shall be determined by mutual agreement or, in the absence of an agreement, the Union may file a grievance under Article 20. Such grievance shall be initiated at Step 3 of the grievance procedure.

2.04 The Union and the employees recognize and acknowledge that it is the exclusive function of the City to:

- (i) maintain order, discipline and efficiency;
- (ii) hire, discharge, layoff, direct, classify, transfer, re-assign, schedule hours of work, promote, demote and suspend or otherwise discipline any employee provided that a claim that any such employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided; and
- (iii) generally to manage the operation and undertakings of the City and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which the City in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the City.

2.05 The City agrees that it will not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.

LETTER OF INTENT**TEMPORARY EMPLOYEES**

This will confirm our understanding with respect to temporary employees, including former City of Toronto employees who have not been appointed to a permanent establishment position.

As soon as reasonably possible following the ratification of the Collective Agreement, the Union and the City will review all existing assignments filled by a temporary employee for the purpose of identifying the length of time that the temporary employee has been employed in the same position.

Upon completion of the review, any temporary employee who has been continuously employed in the same position for longer than two (2) years will become a permanent employee and confirmed in the position unless the position is one to which a permanent employee has a claim or the position is expected to be eliminated in the near future.

It is understood that the job posting provisions of the Agreement will not apply in this situation.

If, following the date of ratification, a temporary employee has been continuously employed in the same position for longer than one (1) year, the status of the position will be reviewed with the Union and the City and if the position is considered permanent, the position will be posted in accordance with the Collective Agreement.

As soon as possible following the ratification of the Collective Agreement, the City and the Union shall review the status of all those temporary employees in the Sanitation Department who work in excess of nine (9) cumulative months per year with a view to making them permanent.

Article 3 - UNION REPRESENTATION

- 3.01** The City acknowledges the right of the Union to appoint or otherwise select an Executive. The City will recognize and discuss with members of the said Executive any matters properly arising out of this Agreement, and the said Executive will cooperate with the City in the administration of this Agreement.
- 3.02** The name and jurisdiction of each of the members of the above Executive, and the name of the Chairperson from time to time selected, shall be given to the City, through the Executive Director, Human Resources, in writing, and the City shall not be required to recognize any such member until it has been notified in writing by the Union of the name and jurisdiction of such member.
- 3.03** The City shall recognize all stewards elected/appointed by the Union and the Union will supply the City with a list of all of its Shop Stewards as soon as they are elected/appointed, and thereafter will notify the City in writing of any changes.
- 3.04** The Union will notify the City in writing of the work area(s) each Steward represents.
- 3.05** The Shop Steward referenced in Article 23 will be the Steward for the employee's specific work area, subject to his availability.
- 3.06** The City will recognize representatives of the Union authorized by the Union to attend meetings provided for under the Collective Agreement. The Union agrees to notify the City in writing in advance of the names of its representatives.
- 3.07** When meetings are held between Union representatives and the City, the City will make every effort to schedule such meetings in their entirety during their regular working hours, and should the meeting go beyond such hours, the overtime provision of this Agreement will apply up to a maximum of one (1) hour of overtime pay for each representative in attendance at such meeting.

Labour-Management Committee

3.08 A Labour-Management Committee shall be set up to discuss topics **of** general interest and overall conditions in the City. Its purpose will be to provide an outlet for the exchange of ideas between the City and its employees on matters of general interest and it shall, from time to time, as it sees fit, make recommendations which will make for a greater degree of cooperation and understanding between the parties concerned. The Executive Director, Human Resources, of the City or Secretary of the Union shall notify the other party in the event that a meeting of the Labour-Management Committee is desired. An agenda of the subjects to be discussed will be submitted at least five (5) working days before the day agreed upon for the meeting. The Labour-Management Committee shall meet as required, but in any event, the Committee shall meet at least once per month.

Union Negotiating Committee

3.09 The City will recognize a Negotiating Committee which shall consist of sixteen (16) members selected by the Union. Leave of absence without loss of pay or benefits and with accumulation of seniority shall be granted to the members of the Union's Negotiating Committee for the purpose **of** preparing bargaining proposals and negotiating a Collective Agreement or amendments thereto,

The name of each of the members of the Negotiating Committee shall be provided in writing to the Executive Director of Human Resources.

3.10(a) The City will provide at least two **(2)** weeks prior notice in writing to the Union when the City intends to permanently transfer an employee who is a Shop Steward from the work area he is normally assigned to represent. Such notice shall set out the reasons for the transfer. If requested, a meeting shall be arranged to discuss any issues arising out of such transfer.

- 3.10(b) The foregoing provision shall not apply in the case of temporary or seasonal transfers, or transfers required due to emergencies.

Occupational Health and Safety Representative

- 3.11 A leave of absence, with pay, shall be granted to one (1) representative of the Union to attend to responsibilities related to the City's Occupational Health and Safety Program. The City and the Union shall share equally in the costs associated with such leave.

Full Time Office or Position

- 3.12(a) Where an employee is elected or appointed to a full-time position within the Union, the Union shall submit a request for leave of absence on behalf of the employee concerned to the Executive Director of Human Resources. Upon receipt of such request, such leave of absence will be granted, provided that such leave shall involve no cost to the City and provided further that upon expiration of his term of office, the employee shall be returned to his former position, if such position continues to exist, or if such position does not exist, to a position in a classification comparable to that in which he was employed before taking office.
- 3.12(b) When an employee is elected or appointed to a full-time position or office within a municipal, provincial or federal labour organization with which the Union is affiliated, the Union shall submit a request for leave of absence on behalf of the employee concerned to the Executive Director of Human Resources. Subject to the approval of the Department Head concerned, such leave of absence may be granted, provided that such leave shall involve no cost to the City and provided further that upon expiration of his term of office, the employee shall be returned to his former position, if such position continues to exist, or if such position does not exist, to a position in a classification comparable to that in which he was employed before taking office.

Leave for Authorized Labour Convention or Conference

3.13(a) Subject to two (2) weeks notice, leave of absence without pay shall be granted for all duly elected delegates from the Union who are employees of the City to attend any authorized Labour Convention.

3.13(b) Subject to the approval of the Department Head concerned, leave of absence, without pay, shall be granted to all duly elected delegates from the Union who are employees of the City to attend authorized Labour Conferences.

No Loss of Seniority and No Break in Service

3.14 Whenever an employee is granted leave of absence with or without pay under this Article, such absence shall result in no loss of seniority, nor shall it constitute a break in service so as to affect any benefits to which he may otherwise be entitled.

3.15 Whenever an employee is on leave of absence without pay on Union business, the City shall pay the employee's wages and, benefits, invoice the Union and the Union shall, forthwith, provide full reimbursement to the City. This provision does not apply to employees who are elected or appointed to full-time positions or offices under clause 3.12(a) and (b).

Approval of Leaves of Absence

3.16 With the exception of leaves granted in accordance with clause 09, 11, 3.12(a) and 3.13 (a), leaves of absence with or without pay are subject to approval by the City. Such approval shall not be unreasonably withheld.

Article 4 - UNION SECURITY

4.01 It shall be a continuous condition of employment with the City that all employees shall be members in good standing, and that all future employees who come within the 416 Unit shall become members of the Union within thirty (30) days

from the respective dates of the commencement of their employment with the City and thereafter shall remain as such members in good standing, PROVIDED, that the City shall not be required to discharge an employee who has been expelled or suspended from membership in the Union, other than for engaging in unlawful activity against the Union.

4.02 The City shall, in respect of all employees coming within the 416 Unit:

- (i) upon commencement of employment, deduct from each pay of such employee such sums for dues and assessments, levies and initiation fees to the Union which are payable by such employee as the By-laws of the Union may from time to time provide, and
- (ii) continue to make such deductions until this Agreement is terminated, and
- (iii) within one (1) week after making of each such deduction, pay the sum so deducted to the Union, and
- (iv) include the amount of Union dues deducted on each such employee's T4 slip.

4.03 The Union will save the City harmless from any and all claims which may be made against the City for amounts deducted from pay as herein provided.

4.04 When the Union changes such dues, assessments, initiation fees or levies, the Union shall provide the City with at least one (1) month's notice in writing prior to the effective date of such change.

4.05 The City shall provide the Union, on a biweekly basis, a list of all employees from whose wages Union dues have been deducted, and the amounts so deducted.

LETTER OF INTENT

CLASSIFICATIONS

In accordance with the information provided for in Article 4.05, the City will include the classifications of the employees as soon as it is possible to do so.

Article 5 - PROBATIONARY PERIOD

5.01 Notwithstanding anything to the contrary contained in this Agreement, the City shall have the exclusive right to discharge employees within the first six (6) months actually worked, such period to be called "the probationary period" provided that the probationary period may not be completed while the employee is absent and that in no case shall an employee be required to complete more than one (1) probationary period.

5.02 Where ~~an~~ employee was originally employed as a temporary employee and is subsequently employed as a permanent employee in a position in which there is no distinct change in the character of his employment, such temporary employment shall count in full towards the probationary period and such employee shall be entitled to benefits as applicable.

Article 6 - NO DISCRIMINATION OR HARASSMENT

- 6.01** The City and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to **any** employee of the City in the matter of wages, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise, by reason of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship, handicap or because of such employee being an officer, steward, committee member or member at large of the Union.
- 6.02** In this article, the term "Handicap", as provided in Article 6.01 shall be as defined in the Human Rights Code, R.S.O., 1990 as amended.
- 6.03** The prohibition within Article 6.01, with respect to handicap shall not apply where the requirement, qualification or consideration is a reasonable and bonafide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of their duties of a position by reason of handicap.
- 6.04** Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection of such behaviour.

Article 7 – WAGES**MEMORANDUM ITEM ONLY**

- (1) Within thirty (30) days of the ratification of this Agreement by the parties each active employee in the Union who was employed by the City in 1998 and who did not receive a negotiated wage increase in 1998 will receive a lump sum payment of four hundred dollars (\$400) less statutory deductions required by law and union dues.

Within sixty (60) days of ratification of this Agreement by the parties, the City shall forward, by registered mail, to the last address on record, the lump sum amount less statutory deductions required by law to all employees who left the City between January 1, 1998 and the date that City Council ratified this Agreement.

- (2) Effective January 1, 1999, increase the rates for all classifications payable on December 31, 1998 by 2.00%.

Within sixty (60) days of the ratification of this Agreement by the parties, each active employee shall receive retroactive pay on 1999 earnings less statutory deductions required by law and union dues.

Within sixty (60) days of the ratification of this Agreement by the parties, the City shall forward by registered mail, to the last address on record, retroactive pay on 1999 earnings less statutory deductions required by law to all employees who left the City between **January** 1, 1999 and the date that City Council ratified this Agreement.

- (3) Effective January 1, 2000, increase the rates for all classifications payable on December 31, 1999 by 2.17%.

- (4) Effective January 1, 2001, increase the rates for all classifications payable on December 31, 2000 by 3.2%.

- 7.01(a)** During the term of this Agreement, the City and the Union agree that all payments of wages and salaries will be made in accordance with the hourly wage or salary schedule set forth in Schedule “A” hereto, which is hereby made part of this Agreement.
- 7.01(b)** On each pay day, each employee shall be provided with a statement of earnings and deductions which contains an itemized statement of their wages, overtime and other supplementary payments and deductions.
- 7.02(a)** An employee shall progress through the increment levels as set out in Schedule “A” on the employee’s anniversary date or as may otherwise be provided in the Schedule.
- 7.02(b)** Increments and wage adjustments shall be effective at the beginning of the pay period following the increment or wage adjustment date.
- 7.02(c)** An employee’s increment date shall not be adjusted as a result of any pregnancy and/or parental leave taken pursuant to Articles 24.03(a) or 24.03(b).
- 7.03** The rate of pay for a new or changed job classification will be negotiated with the Union. Should the parties not agree, the rate may be set by the City and the matter may be taken up as a policy grievance and processed through the Grievance and Arbitration Procedure.
- 7.04** In the event that an employee’s pay has a shortage of eight (8) hours pay or more and the employee so requests within the three (3) working days of the pay date for the biweekly pay period in which the shortage occurred, the City shall make every effort to rectify the shortage within three (3) working days from the time that the employee first notifies the appropriate payroll services representative.

- 7.05** The current practices with respect to direct deposit shall remain in effect for the term of the Collective Agreement. Effective the beginning of the first full pay period following ratification of this Agreement, it shall be mandatory for all new employees to enrol in payroll direct deposit.
- 7.06** Employees shall continue to receive their pay in accordance with their present pay cycle until the implementation of a uniform biweekly pay cycle. Effective on or about July 1, 2000 all employees in the Union shall be paid on a uniform biweekly basis. The parties agree to meet within sixty (60) days of ratification to address the issues which may arise with respect to the harmonizing of the pay periods

LETTER OF INTENT

RATE AND JOB CLASSIFICATION HARMONIZATION

The parties agree that the harmonization of wages and restructuring of job classifications must be completed as soon as reasonably possible. To effect this purpose, the parties agree to the following process to resolve and determine the issues in dispute.

1. The City and the Union will establish a Harmonization Committee within thirty (**30**) days following ratification of up to ten (10) members, five (**5**) appointed by each party and shall meet forthwith following the appointment of the Committee members. The Union members will receive their regular rate of pay for time spent in Committee meetings during their regular working hours.
2. Among the Committees responsibilities shall be the following:
 - (a) the creation of new or merged job classifications from the existing classifications where, in the opinion of the Committee, it is appropriate or necessary to do so,
and

- (b) the development and implementation of a process for determining the rates of pay for any new or merged job classifications.
3. The Committee may identify, by way of survey or otherwise, the core duties and responsibilities of job classifications and shall be provided with such information as is reasonably necessary to accomplish its purpose.
 4. Any resolved matters will be agreed upon in writing signed by the designated representatives of the Union and the City. Positions taken at the Committee by either party or their representatives are without prejudice and shall not be in any way whatsoever disclosed to or used by any Board of Arbitration appointed to resolve such dispute.
 5. The parties shall appoint Morton G. Mitchnick who shall act as a mediator to assist them in reaching agreement and, failing agreement, as the chair of the Board of Arbitration set out below. The parties agree to share the costs of the mediator/arbitrator.
 6. The mediator will determine the process and procedure for mediation in consultation with the parties.
 7. If the parties have not reached an agreement on all of the wage rates and job classifications by February 29, 2000, or such later date as may be agreed upon in writing, either the Union or the City may refer the outstanding rates and classifications to a Board of Arbitration for a final and binding determination. The Board will be composed of one person nominated by each of the parties with the mediator as the Chair.
 8. Both parties will name their nominees to the Board of Arbitration within ten (10) calendar days of the referral, or such later date as the parties may agree in writing. The parties will co-operate to ensure that the hearing will be held as soon as possible. To this end, the parties will ask the mediator/arbitrator immediately upon appointment to schedule at least twenty (20) days for hearings over the months of April, May and June, 2000.

9. The powers of the Board of Arbitration and all other matters in relation to the arbitration shall be as set out in Section 48 of the OLRA.
10. A draft decision of the Board of Arbitration on all outstanding wage rates and job classifications will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The parties will have fourteen (14) days from the date they receive the draft decision, or such longer period of time as they may agree in writing, to meet and agree on all such rates and classifications. These meetings may be with the assistance of the mediator/arbitrator if both parties wish. Failing agreement in that time, the draft decision of the Board of Arbitration shall become final and binding on the parties.

PRINCIPLES FOR HARMONIZATION

1. All information, including financial information, necessary for the Harmonization Committee to review and discuss the harmonization of hourly wage rates will be provided by the City in full and on a timely basis. The facilitator will have the jurisdiction to order the production of any such information.
2. The effective date for the implementation of any matter referred to arbitration is to be determined by the Board of Arbitration. However, no employee shall suffer any reduction in his current wage rate until the expiry of this Agreement and any extension of the terms and conditions of this Agreement by law. For the purpose of the re-negotiation of this Agreement, it is understood that the wage rates shall be as determined by the harmonization process. If the parties are unable to agree on how the rates are to be implemented, the Board of Arbitration shall determine that issue as well.

Article 8 - OVERTIME, CALL-IN AND STAND-BY PAY

8.01(a) Each employee shall be paid at the rate of time and one-half for all time worked in excess of his regularly scheduled work day or work week except as provided for in 12.02(ii).

8.01(b) The City will endeavour to pay overtime worked at the earliest time.

8.01(c) Subject to there being mutual agreement between the employee and the Department Head, ~~an~~ employee may receive compensation for overtime worked in the form of time off in lieu of pay at the appropriate overtime rate for each hour of overtime worked provided that the total lieu time taken for both overtime work and work on designated holidays as provided in Article 12.02 (Designated Holidays) shall not exceed ninety-six (96) hours in a calendar year.

8.01(d) Overtime shall be distributed as equally as possible amongst those employees who normally perform the work firstly within the work location concerned, and then within the section. The necessary overtime records will be made available for inspection by the Union upon request.

Overtime shall normally be on a voluntary basis. In the event that there are not sufficient number of employees who accept overtime, the employer may assign persons to overtime in the reverse order of seniority. Notwithstanding the foregoing, the City may assign overtime in emergency situations.

8.02(a) Each employee who has completed his regular day's work and who has left his office, assigned yard or work location and who is called out and reports for overtime work or who is called out and reports for work on other than his regular work day, shall be paid by the City as a minimum, the equivalent of four **(4)** hours

pay at his regular overtime rate, whether such employee works or not, for each time such employee is called out and reports for overtime work or work as the case may be.

8.02(b) Without limiting the generality of the foregoing, the payments referred to in this clause will not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift.

8.03 Except where standby is a normal requirement of the job, standby shall be voluntary. In the event an employee accepts standby, he shall be available for work when called by telephone, paged, etc. and shall receive a minimum of three (3) hours pay at his regular straight time hourly rate for each 24 hour period within which he is assigned to stand by. If the employee while on standby is required to work, all hours so worked shall be subject to overtime rates.

In the event an employee is on standby and is called into work, he shall not be entitled to callback pay as set out in Article 8.02 (Callback).

In the event that there are not sufficient number of employees who accept standby, the City may assign persons to stand by in the reverse order of seniority.

Employees on standby shall be provided a pager.

8.04 Employees on standby and who work holidays during the standby shall be treated in accordance with Article 12.02.

Article 9 - HOURS OF WORK

9.01 The normal hours of Day Workers, including those workers who regularly work Monday through Friday, shall commence not earlier than 6:00 a.m. and end not later than 6:00 p.m. and be of seven (7) or eight (8) hours duration and thirty-five (35) or forty (40) hours per week as the case may be. Where the normal requirements of a job extend beyond the stop and start times set out above, normal hours at variance with the foregoing may, nevertheless, be established.

9.02 The City and the Union agree to establish a Variable Work Hours Committee to deal with the matter of establishing variable work hours and/or compressed work week programs, when requested to do so by either party.

Such Committee shall meet within fourteen (14) days of a request being made to establish such variable work hours and/or compressed work week program. Any such program to which both parties agree may be terminated by either party giving the other party sixty (60) days notice in writing.

There shall be four (4) representatives from each party. Each party shall appoint its own representatives. Members of the Committee shall not lose pay for time spent in Committee deliberations.

LETTER OF INTENT

HOURS OF WORK

Shift schedules that are currently in place which are at variance with the normal hours of work as set out in Article 9.01, will be maintained unless otherwise amended or terminated by agreement of the parties.

9.03 If **an** employee is excused from work by reason of authorized leave of absence with or without pay covered by this Agreement during any day or days prior to completion of the employee's scheduled work week, such days shall be considered as time worked for the purpose of computing the employee's entitlement for overtime pay for hours worked beyond the regularly scheduled work week **and** regularly scheduled work day and all other benefits as herein provided.

Article 10 - SHIFT BONUS

- 10.01(a)** Each employee of the City coming within the 416 Unit who works on the afternoon or night shift, shall be paid in addition to their regular wage or salary, a shift bonus of sixty-three cents (63¢) per hour, for each afternoon or night shift from time to time worked by such employee as part of their regular shift during such period; provided however, that the majority of hours worked on such shift, exclusive of overtime, falls within the period between 6:00 o'clock in the evening and 8:00 o'clock in morning of the next following day.
- 10.01(b)** Each employee coming within the 416 Unit, who works on a regularly scheduled rotating shift shall be paid in addition to the regular wage or salary, a shift bonus of sixty-three cents (63¢) per hour, for each day, afternoon or night shift from time to time worked by such employee as part of a regularly scheduled twenty-four (24) hour, seven (7) day per week rotating shift schedule.
- 10.01(c)** Each employee coming within the 416 Unit, who works a regularly scheduled day shift on a Saturday and/or Sunday shall be paid a premium of sixty-three cents (63¢) per hour for all regular hours worked on that Saturday and/or Sunday, provided the employee is receiving no other premium or bonus pay for hours worked on such days.
- 10.01 (d)** Each employee of the City coming within the 416 Unit who, as a part of a regularly scheduled work week, works one half shift or more on the afternoon and/or night shift on a Saturday and/or Sunday shall be paid a week-endshift premium of \$1.26 per hour for all regular hours worked on such scheduled shift. The week-endshift premium shall be in lieu of the provisions of Articles 10.01 (a), (b) and (c).

Article 11 - CHANGE OF SHIFT

- 11.01(a)** Where the regular day, afternoon or night shift of an employee is to be changed, the employee shall be given forty-eight (48) hours notice of such change.
- 11.01(b)** If the employee is given less than forty-eight (48) hours notice of such shift change, he shall be paid at the rate of time and one-half (1 ½) for the first changed shift worked.
- 11.01(c)** If the second changed shift worked would otherwise have been a scheduled day off and it falls within forty-eight (48) hours of the notice of the shift change being given, the employee shall be paid at the rate of time and one-half (1 ½) for such second shift worked.
- 11.01(d)** It is understood and agreed that (a), (b), and (c) do not apply if the change of shift is caused by an emergency or to employees engaged in ice **rink** operations.
- 11.01(e)** It is understood and agreed that a change of hours within a regular day, afternoon or night shift shall not constitute a change of shift.
- 11.02** Each employee who is required to work on any regular schedule other than Monday through Friday shall be given two (2) consecutive days off in each seven (7) day or other regularly scheduled shift period in lieu of Saturday and Sunday, provided that work schedules which do not presently conform to the foregoing shall **not** be considered a violation of this Agreement.

Article 12 - DESIGNATED HOLIDAYS

12.01(a) The days to be designated as holidays by the City in each year during the term of this Agreement shall be the following: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).

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

12.01(c) In the case of Departments with seven (7) day operations, when an employee is scheduled to work a shift, the majority **of** the hours of which **fall** within the twenty-four (24) hour period of the actual holiday with respect to Christmas Day, Boxing Day, New Year's Day and Canada Day, the holiday premium will apply only to the actual holiday and not to the designated day of observance of the holiday, it being understood and agreed that in no circumstances will employees working on a seven (7) day operation be paid the holiday premium for the designated day of observance of that holiday.

12.02 Subject to sub-clause(B) hereof, each employee,

- (i) who is not required to work on a day so designated as a holiday, shall be entitled to and shall be paid by the City his regular rate of pay for each designated holiday not so worked;

(ii) who is required to work on a day so designated as a holiday, shall be paid by the City at the rate of two (2) times his regular rate for time so worked and in addition shall either;

(A) be paid for a full day at his regular rate of pay, or

(B) subject to there being mutual agreement between the employee and the Department Head, take a subsequent lieu day off with pay at his regular rate, provided that total lieu time taken for both work on designated holidays and overtime worked, as provided in Article 8.01(b) (Lieu time), shall not exceed ninety-six (96) hours in any calendar year.

12.03(a) Subject to clause (b) hereof in addition to the designated holidays set out in clause 12.01, each employee coming within the Union shall be granted two (2) floating holidays in each calendar year which will be taken at a time that is compatible with the operational requirements of the Department in which the employee works.

12.03(b) A new employee must complete their probationary period with the City as set out in Article 5 before qualifying for the floating holidays.

12.04 An appropriate recognition of Remembrance Day will occur in the workplace.

Article 13 - VACATIONS

13.01(a) Each Permanent employee and each Temporary employee who is entitled to benefits in accordance with Article 26 of this Agreement, shall be eligible for vacation with pay on the following basis:

- (i) following the completion of one (1) year of service – three (3) weeks vacation as follows:

Upon completion of the first six (6) months of the employee's first year of service, an employee may, if he so requests and the Department Head concerned consents, be granted one (1) week's vacation prior to the completion of his first year of service.

- (ii) following completion of nine (9) years service – four (4) weeks vacation.
- (iii) following completion of seventeen (17) years service – five (5) weeks vacation.
- (iv) following completion of twenty-three (23) years service, and effective January 1, 2000, following completion of twenty-two (22) years service – six (6) weeks vacation.
- (v) following completion of thirty years service – seven (7) weeks vacation in the thirtieth (30th) year only.

13.01(b) An employee who has qualified for the three (3) weeks vacation entitlement under clause 13.01(a)(i) shall thereafter be eligible for the annual vacation entitlement after January 1st of each calendar year.

- 13.02(a)** Other than what is set out in Article 13.02(b) below, January 1st shall be **an** employee's anniversary date for vacation purposes in respect of this Article.
- 13.02(b)** Employees shall be eligible to receive vacation at any time after January 1st in the year in which increased vacation entitlement occurs, provided that the City shall be entitled to recover the value of any increased portion taken prior to entitlement where the employee leaves the service other than by death or retirement.

LETTER OF INTENT

HARMONIZING VACATION

The parties agree to discuss and resolve the issue of harmonizing the vacation year prior to December 1, 1999 and any scheduling problems that may arise thereafter. Failing agreement, the matter may be submitted to the Dispute Resolution Process.

- 13.03** There shall be no reduction of the vacation entitlement of an employee who takes or is granted pregnancy and/or parental leave pursuant to Articles 24.03(a) or 24.03(b) for the duration of such leave.
- 13.04** The normal vacation to which the retiring employee is entitled for the previous year's service may be taken, at the employee's option, prior to the effective date of retirement or as a final payment in lieu of vacation with pay upon retirement.
- 13.05(a)** An employee who has completed one (1) year of service and leaves the service of the City after January 1st in any calendar year, such employee shall be paid any vacation owing.
- 13.05(b)** In addition to the vacation to which an employee may be entitled in clause 13.05(a), an employee who leaves the service of the City shall receive vacation pay for the year in which his employment terminates, based on his length of

Service between the first of the year in which his employment terminates and his effective date of termination.

13.05(c) Where **an** employee dies on or after January 1st in **any** year and prior to receiving vacation in that year, the amount of vacation pay as set out in clauses 13.01(a) and (b) shall be paid to the employee's estate.

13.06(a) Vacation due an employee on account of his previous year's service shall be completed before the end of the calendar year. An employee may, with the approval of his Department Head or at the request of such Department Head and with the consent of the employee, postpone the whole or part of such vacation to the following calendar year. Such request must be received by either the employee or the Department Head as the case may be no later than November 1 in any year.

13.06(b) In the event that there is no agreement to postpone the whole or part of such vacation to the following calendar year or, if no request is received by November 1 in accordance with Article 13.06(a), the Department Head shall consult with the employee regarding any preference that the employee may have regarding the scheduling of the remaining vacation. In the event that the employee's request cannot be accommodated, the Department Head shall then schedule the employee's vacation so that it is completed before the end of the calendar year **or**, if the employee so requests, they shall be paid out for any unused vacation at the end of the year.

- 13.0'7'** Where an employee has been employed as a Temporary employee prior to being appointed as a Permanent employee, or prior to being eligible for benefits under clause 16.01, and has received an amount of vacation pay in the preceding twelve **(12)** month period, the employee's vacation with pay entitlement shall be reduced accordingly by the value of the vacation pay the employee so received calculated on the basis of the employee's pay per day in the "Temporary Service".
- 13.08** Employees ineligible for the maximum number of days vacation with pay shall, on request, be granted leave of absence without pay for the remainder of such maximum period.
- 13.09** A designated holiday, as set out in Article 12.01(a), which falls within a vacation period shall not be considered as a day of vacation.
- 13.10** An employee who is required to appear for jury duty or is requested by the City to appear as a witness in a court proceeding or is subpoenaed as a witness in a legal proceeding during his vacation period shall be granted, upon request, that the period of vacation time be changed to jury or witness duty leave.
- 13.11** Vacations will be scheduled in accordance with employees' seniority and the requirements of operations.
- 13.12** Each employee taking two (2) consecutive weeks or more vacation shall be entitled to receive, prior to the commencement of such vacation, all pay falling due to him during the vacation period provided he gives the Department Head at least thirty **(30)** calendar days advance notice in writing to that effect.
- 13.13** Employees shall be entitled to vacation in accordance with the provisions of this Article, provided that where an employee is not in receipt of salary or wages

because of sickness or injury for a period of time which exceeds twenty-six (26) consecutive biweekly pay periods, his vacation entitlement shall be reduced by 1/26th for each such consecutive biweekly pay period in excess of twenty-six (26) consecutive biweekly pay periods.

- 13.14** An employee who is off on WSIB and as a result is unable to use all of his vacation entitlement prior to the end of the calendar year shall be paid out for any unused vacation at the end of the year, unless an agreement is reached to carry over some or all unused vacation in accordance with clause 13.06(a).
- 13.15(a)** An employee absent because of illness who has exhausted his sick pay credits may use the vacation pay credits owing to him as sick pay credits. In that case, such credits will be treated as sick pay credits and the provisions of Article 14 (Sick Pay) will apply.
- 13.15(b)** An employee in receipt of sick pay, who has unused vacation, shall be entitled to defer his vacation to a mutually agreed upon time.
- 13.16** Temporary employees who are employed on a seasonal basis to meet seasonal needs, shall receive the vacation pay earned as part of their regular pay.
- 13.17** “Service” in this Article shall be as defined in Article 27 (Seniority and Service).
- 13.18** Where an employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of an illness or injury he shall be entitled to claim sick pay in lieu of vacation for such days of hospitalization, provided that written verification by a physician, is provided to his Department Head upon the employee’s return to work. The period of vacation shall be rescheduled for a later date and unless approved shall not constitute an automatic extension of the originally approved vacation period. In the event that any extenuating

circumstances arise in respect of this clause, the employee and a Local 416 representative may, upon the employee's request, review the matter with his Department Head.

LETTER OF INTENT

GRANDPARENTING OF EMPLOYEES WITH 4 WEEKS VACATION

Employees of the former City of York who as of the date of ratification have qualified for four (4) weeks of vacation or more, notwithstanding anything to the contrary in the Collective Agreement, will continue to be so entitled.

LETTER OF INTENT

GRANDPARENTING OF EMPLOYEES WITH 6 WEEKS VACATION

Employees of the former municipalities of York, North York, Etobicoke, East York and Scarborough, and of the Scarborough Public Utilities Commission, Cityhome and Leaside Memorial Gardens who, as of the date of ratification, are entitled to six (6) weeks of vacation or more, notwithstanding anything to the contrary in the Collective Agreement, will continue to be so entitled.

Article 14 - SICK PAY

- 14.01(a)** Permanent employees shall be eligible to receive sick pay commencing the first of the month following completion of the probationary period.
- 14.01(b)** Temporary employees shall be eligible to receive sick pay commencing the first of the month following the completion of six (6) months of aggregate or continuous service with the City.
- 14.02** Credits shall be cumulative from the beginning of the first complete month after the commencement of duties.
- 14.03** In this Article "month" shall mean calendar month.
- 14.04(a)** Except as provided in 14.04(b), each employee shall receive a sick pay credit of one and one-half (1 1/2) days for each month of "unbroken" service with the City, as defined in Clause 14.05 such credit to be cumulative.
- 14.04(b)** An employee whose regular employment is on a part-time per day basis shall be entitled to part-time per day cumulative credits.
- 14.05(a)** Except as provided in 14.05(b), a month of "unbroken" service shall be one in respect of which an employee receives pay (including any leave with pay), under the collective agreement for all scheduled days.
- 14.05(b)** If an employee returns from illness, without sick credits, and thereafter works and is paid on all working days of the month in which the employee returns to work the month will be considered a month of "unbroken" service.

- 14.06** Except as provided in clause 27.05, (Service) when an employee is given leave of absence without pay for any reason, or is laid off, and returns to work upon expiration of such leave of absence or is recalled to work, he shall not receive credits for the period of such absence but shall retain his cumulative credits, if any, existing at time of such leave or layoff
- 14.07** If an employee is absent on account of illness and his cumulative sick pay credit has been exhausted, his service, for the purpose of this Article, shall be broken and, therefore, he shall not receive a credit of one and one-half (1 1/2) days per month for the remainder of such absence.
- 14.08** Subject to Article 39.01 (Right to Rescind Resignation) an employee who resigns his position with the City or is discharged for cause and is later rehired to the City Service, shall be considered a new employee and shall not be entitled to bring forward credits available prior to leaving the service.
- 14.09** Whenever an employee's days of illness exceed his cumulative credit, the excess days of illness shall be regarded **as** days of illness without pay.
- 14.10** Sick pay shall be paid for any time lost by reason of illness or injury, to the full extent of sick pay credits available to him at the time of each absence, except where an award is made under The Workplace Safety and Insurance Act 1997.
- 14.11** The number of days or parts of days for which an employee receives sick pay shall be deducted from his Cumulative Sick Pay Credit but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work. Absence on account of illness for less than half a day shall not be deducted. Absence on account of illness for a half a day or more, and less than a full day, shall be deducted **as** one-half (1/2) day.

- 14.12(a)** An employee absent for more than three (3) consecutive working days shall furnish within seven (7) working days from commencement of absence, a certificate from his physician covering the duration of illness, with first and last dates the employee was seen by the physician. The seven (7) day period may be extended by the Department Head if the employee is incapacitated to the extent that he is unable to produce the certificate of illness within that period.
- 14.12(b)** An employee absent for more than twenty (24) consecutive working days shall furnish immediately following such twenty (24) days, and each subsequent twenty (24) consecutive days of absence, a certificate from his physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty.
- 14.13** An employee shall not be entitled to sick pay in advance of any credit he may earn in the current month. Any such credit becomes available on the first day of the succeeding month.
- 14.14** An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave, unless a physician states that the employee is fit for further work on that shift.
- 14.15(a)** Except as provided in sub-clauses 14.12(a), 14.12(b) and 14.14 this Article does not apply to those employees who were employed by the former City of Etobicoke and who at the time of ratification of this Collective Agreement were eligible for sick pay benefits under the Etobicoke "Sick Leave 1/1/4 Plan". Those employees shall continue to be provided with the benefits in accordance with the applicable provisions of the respective plan. Details of this Plan shall be incorporated into this Collective Agreement in Schedule 3.

14.15(b) Except as provided in sub-clauses 14.12(a), 14.12(b) and 14.14 this Article does not apply to those employees who were employed by the former City of York, and who at the time of ratification of this Collective Agreement were eligible for sick pay benefits under the York “Short Term Disability Plan”. Those employees shall continue to be provided with the benefits in accordance with the applicable provisions of the respective plan. Details of this Plan shall be incorporated into this Collective Agreement in Schedule 4 .

14.16 An employee may use up to six (6) days of his available accumulated sick credits per calendar year in order to care for ill dependents. Such absence shall be deducted from the employee’s bank of accumulated sick credits and shall not be considered as breaking a month’s service.

14.17 An employee who is required to attend to a critical incident or is involved in a serious incident or accident, such that he is unable to work, shall be permitted to take the remainder of the day off without loss of pay and benefits.

Article 15 - SICK PAY GRATUITY

15.01 In this Article the words "termination of employment" shall mean separation from employment with the City by retirement, death ~~or~~ by resignation except where permission for the resignation is requested by the employee as an alternative to discharge.

15.02 Upon termination of employment with the City:

- (i) there shall be paid to every employee who has been in the employ of the City for an aggregate period of at least ten (10) years;
- (ii) there shall be paid to the Estate of an employee in the Permanent Service, who dies while in the employment of the City having completed ~~an~~ aggregate service of at least ten (10) years with the City,

an amount equal to one-half (1/2) the cumulative sick pay credits of the employee, but in no case shall the amount exceed the aggregate amount as set out in the following schedule.

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

15.03

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

- (i) All time worked with the City and with any of the predecessor Municipalities, including the Municipality of Metropolitan Toronto, that now form part of the New City of Toronto.
- (ii) All time lost on account of absence for reasons of illness where the employee was paid for the absence or was on sick leave without pay.

15.04

An employee who is eligible for payments in accordance with Article 15.02 may select any option for payment that is permissible under the Income ~~Tax~~ Act.

15.05

An employee upon retirement shall be given the option of taking their cumulative sick pay credit grant in accordance with clause 15.02 as vacation time prior to their termination of employment.

15.06

In no case shall ~~an~~ award made by the Workplace Safety and Insurance Board be deducted from any authorized grant under this Article.

LETTER OF INTENT

SICK PAY CREDIT GRANTS FOR FORMER EMPLOYEES OF EAST YORK

Those employees who, as at the date of ratification, are eligible for a sick pay gratuity payout upon the completion of seven (7) years of service shall continue to be covered by those provisions up to and including December 31, 2001, notwithstanding anything to the contrary in the Collective Agreement.

LETTER OF INTENT

FORMER EAST YORK LOCAL 114 RETIREMENT ALLOWANCE

Notwithstanding Article 15.02, the following retirement allowances shall apply for employees of the former East York.

Upon retirement, an employee having attained the age of 55 years, will receive payment for unused sick leave accumulated at the time of retirement on the following basis: seven (7) years' service – all of accumulated allowance to a maximum of six (6) months.

LETTER OF INTENT

FORMER EAST YORK LOCAL 114 EMPLOYEES

RE: SEVERANCE ALLOWANCE

Notwithstanding Article 15.02, for the term of this Agreement, the following severance allowances shall apply for employees of the former East York:

Severance

Upon voluntary termination of employment with the City, there shall be paid to the employee the whole or part of such an amount as is equal to one-half (1/2) of the cumulative sick pay credit of the employee, but in no case shall the such amount exceed the aggregate amount of his salary and other remuneration set forth in column 2 of the following schedule and corresponding to the service requirements set forth in column 1 thereof:

<u>Column 1</u>	<u>Column 2</u>
At least 7 years but Less than 10 years	Two (2) calendar months
At least 10 years but Less than 15 years	Three (3) calendar months
At least 15 years but Less than 20 years	Four (4) calendar months
At least 20 years but Less than 25 years	Five (5) calendar months
More than 25 years	Six (6) calendar months

LETTER OF INTENT**FORMER CITY OF TORONTO (LOCAL 43) RETIREMENT ALLOWANCE**

Notwithstanding Article 15.02, the following retirement allowance provisions shall apply for all employees of the former City of Toronto upon retirement:

- (i) every employee who is retired on account of age; or retires from employment and is qualified to receive a pension pursuant to either paragraphs (1), (2) or (3) under heading “C” of the Schedule contained in Section 5 of By-law No. 375-70 of the City, and amendments thereto, being a By-law to provide improved benefits for certain employees and certain former employees, or pursuant to the Ontario Municipal Employees Retirement System or pursuant to an approved pension plan within the meaning of Section 250 of the Municipal Act; respecting the employees of The Corporation of the Village of Forest Hill or of The Corporation of the Village of Swansea or the Local Board of Health of either of such Corporations;

the whole or part of such amount as is equal to the cumulative sick pay credit of an employee, but in no case shall such amount exceed the aggregate amount of his salary or other remuneration for the period set forth in Column 2 of the schedule contained herein corresponding to the service requirement set forth in Column 1 thereof. The following is the schedule hereinbefore mentioned:

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

LETTER OF UNDERSTANDING**FORMER CITY OF ETOBICOKE RETIREMENT ALLOWANCE**

Notwithstanding Article 15.02 the following retirement allowance provision shall apply for all employees of the former City of Etobicoke who remained in the cumulative sick pay plan:

Any employee with ten (10) or more years of service who is actively engaged in his 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.

This letter of Understanding will form part of the Collective Agreement.

LETTER OF AGREEMENT**PAYOUT FOR SICK LEAVE CREDITS**

Employees of the former City of York, on staff prior to July 31, 1982, who did not enroll in the new STD plan will be covered by Option B, Schedule C of the former Local 10 Collective Agreement. Said employees shall receive sick pay-out in accordance with former City of York By-Law 2165.

The sick time accumulation pay-out shall be at one hundred percent (100%) of the employee's rate of pay at time of termination of employment. Sick pay accumulation standing to their credit will be paid for all credits **up** to a maximum of one hundred and thirty (130) days.

Trust Agreement credits shall be based on the employee's sick credits entered into said Trust Agreements as of July 31, 1982 or upon signing of said Trust Agreement whichever is proper as past practice has established.

Employees transferred into Local 10 subsequent to July 31st, 1982 who would be covered by the above are included. Similarly, any employees of the former CUPE Local 840 who would be covered by the above are included. The employees referred to in this paragraph are those who are currently members of CUPE Local 416.

This letter of Agreement shall form **part of** the Collective Agreement.

**Article 16 - EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM
DISABILITY INSURANCE**

Eligibility for Benefits

The following provisions contained in Article 16 “Extended Health Care/Dental/Group Life and Long Term Disability Insurance” will become effective January 1, 2000.

- 16.01(a)** A permanent employee of the City shall be entitled to the benefits provided for in this Article upon the completion of his probationary period as set aut in Article 5.01.
- 16.01(b)** A temporary service employee of the City who attains six (6) months of continuous service or six (6) months of aggregate service with the City shall be entitled to the benefits provided for in this article.
- 16.01(c)** Where an employee is not in receipt of salary or wages because of sickness, or injury for a period of time that exceeds twenty-six (26) consecutive biweekly pay periods, the employee shall be responsible for paying the cost of premiums for any of the benefits in this Article under which the employee has coverage.
- 16.01(d)** Articles 16.02 and 16.03 shall apply to the eligible dependants of an eligible employee (as defined in clauses 16.01(a) and (b) above). Such dependants are defined as follows:
- **An** employee’s spouse including same-sex partner
 - **An** unmarried child of the employee or the employee’s spouse who is:
 - dependent on the employee for support
 - under twenty-one (21) years of age (up to twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support)

- incapable of self-support because of a physical or mental disability and becomes handicapped before age twenty-one (21)

Extended Health Care Benefits

16.02 The City will provide for all employees by contract with an insurer selected by the City an Extended Health Care Plan which will provide extended health care benefits. The City shall pay one hundred per cent (100%) of the premiums.

Eligible Expenses (Benefit year January 1 – December 31)

- Semi-private hospitalization – difference between ward and semi-private hospital room
- Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
 - Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules
 - Maximum of three hundred dollars (\$300) per person per benefit year for smoking cessation medication
 - Plus other non-prescription but life sustaining drugs if they have a Drug Identification Number
- Private duty nursing at home when medically necessary, to a maximum of five thousand dollars (\$5,000) per benefit year
- Services of a licensed chiropractor, physiotherapist, osteopath, podiatrist, chiropodist or masseur (after OHIP ceases to pay for treatment) to a maximum of two hundred and ~~five~~ **fifty** dollars (\$250) per person per benefit year and an overall maximum of one thousand dollars (\$1,000) per person combined per benefit year
- Services of a licensed psychologist, to a maximum of three hundred dollars (\$300) per person per benefit year

- Up to two hundred dollars (\$200) per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist
- Hearing aids to a maximum of five hundred dollars (\$500) per person per benefit year
- One (1) pair of orthotic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices per benefit year.
- One (1) pair of orthopaedic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthopaedic devices per benefit year.
- Out of country emergency medical coverage for employees travelling in connection with their job duties.
- Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan.

Ambulance services, dental services to repair damage to natural teeth and dentures, which start within twelve (12) months of the accident, rental of medical equipment, casts, braces, crutches, etc., artificial limbs and eyes, plus other expenses such as wigs, elastic stockings, breast prostheses, etc., to the extent that they are reasonable and do not exceed the limits to be established in our plans.

Dental Benefits

16.03 The City will provide for all employees by contract with an insurer selected by the City a Dental Plan which will provide dental benefits. The City shall pay 100% of the premiums.

Eligible Expenses (Current ODA fee guide for general practitioners; other expenses to reasonable and customary charge; benefit year – January 1 – December 31)

One hundred percent (100%) for:

- Preventive, diagnostic emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, subject to current limits on frequency
- Restorative procedures, such as fillings – amalgams (acrylic or composite for front teeth)
- Surgical services (extractions) and anaesthesia
- Periodontal and endodontic services

Fifty percent (50%) major restorative procedures, sixty percent (60%) dentures – to a maximum of two thousand dollars (\$2,000) per person per benefit year:

- Major restorative procedures, such as inlays, onlays, gold fillings, crowns, repair and recementing of same, initial installation of fixed bridge work and repair of same; replacement of a fixed bridge which is five (5) or more years old
- Initial installation of full or partial dentures, and repair, returning and releasing replacement of dentures which are five (5) or more years old

Fifty percent (50%) – to a lifetime maximum of two thousand dollars (\$2,000) per person:

- Orthodontic procedures, including consultation, diagnostic services, preventive, interceptive and corrective orthodontics

Group Life Insurance

- 16.04(a)** The City will provide for all employees by contract with an insurer selected by the City group life insurance for all employees in the amount of five thousand dollars (\$5,000) for each such employee covered by such insurance, and the City shall pay one hundred percent (100%) of the premium for such insurance chargeable in respect of each such employee covered thereby.
- 16.04(b)** The City shall provide, as an option, available to those employees who request it in writing and by contract as stipulated in clause 16.04(a) hereof, group life insurance for all employees in an amount equal to twice the annual salary of such employee, calculated to the nearest thousand dollars of current salary; provided **that** as to such employees who elect to take up such option, such group life insurance shall be deemed to include the five thousand dollars (\$5,000) coverage under clause 16.04(a) hereof, and the cost of the premium for the first half of the coverage in excess of the first five thousand dollars (\$5,000) shall be borne by the City and the cost of the premium for the other half of such coverage shall be borne by the employee through regular payroll deductions.
- 16.05** All employees shall, as a condition of employment, participate in the group life insurance to be provided in accordance with clause 16.04(a) hereof.

LETTER OF AGREEMENT

GROUP LIFE INSURANCE

The Group Life insurance provisions in the Collective Agreement in the former municipalities of East York, Scarborough, York, Etobicoke and North York shall continue to apply to persons

covered by those provisions as at the date of ratification, notwithstanding anything to the contrary in the Collective Agreement.

This letter of Agreement shall form part of the Collective Agreement.

Long Term Disability

16.06(a) The City will provide for all employees by contract with an insurer selected by the City a Long Term Disability plan for employees and will pay one hundred percent (100%) of the cost thereof to provide a long term disability benefit of seventy-five percent (75%) of basic salary to a maximum of three thousand eight hundred dollars (\$3,800) per month for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workers' Compensation or any other plan to which the City makes any contribution, such long term disability benefit to be payable after six (6) continuous months absence from work on account of illness or injury; provided that no employee shall be eligible to collect Long Term Disability benefit payments so long as he is in receipt of sick pay benefits from the City.

Effective January 1, 2001, amend the monthly maximum from "three thousand eight hundred dollars (\$3,800) per month" to read "three thousand nine hundred dollars (\$3,900) per month".

16.06(b) Except where a premium waiver applies, the City will ensure the continuation of existing benefit coverage, as set out in this article, of an employee who has applied for the long term disability benefit but who has exhausted his sick pay credits prior to the conclusion of the six (6) month waiting period. In no case shall the period of such continued coverage exceed the six (6) consecutive months.

16.06(c) The City shall provide employees who are in receipt of the long term disability plan benefit, benefit coverage under the Extended Health Care and Dental plans.

The City shall pay one hundred per cent (100%) of the premiums.

16.07 Each employee shall report any changes in marital status or increase or decrease in dependants without delay, and if failure to report any such changes results in any overpayment by the City, the employee shall reimburse the City in the amount of such overpayment.

16.08 If there is a change in carrier, the City shall ensure that the level of benefits will remain unaffected by such change, unless otherwise agreed.

Article 17 - PENSIONS AND RETIREMENT

- 17.01(a)** All employees enrolled in the Ontario Municipal Retirement System (OMERS) as of January 1, 1998, shall continue to participate in the OMERS plan.
- 17.01(b)** All employees hired after January 1, 1998, shall enroll in the OMERS plan.
- 17.01(c)** All current and retired employees who were members of pension plans other than the OMERS plan as of January 1, 1998, shall continue to participate in those plans.
- 17.01(d)** Without limiting the generality of the foregoing, the pension plans to which clause 17.01(c) applies include, but are not limited to:
- Toronto Civic Employees' Pension Plan
 - York Employees' Pension Plan
 - Metro Toronto Pension Plan

It is understood and agreed that this list includes all non-OMERS pension plans of which the parties are aware as of the date of ratification of this Collective Agreement. However, it is also understood and agreed that the list is not an exhaustive list, and that any other non-OMERS pension plans of which either party becomes aware during the term of this Collective Agreement will also be covered by clause 17.01(c).

- 17.01(e)** For the purposes of this Article, the term "participate" when used in connection with a pension plan includes, but is not limited to, membership in the plan, accrual of pensionable service, employer and employee contributions, and entitlement to pension benefits.

- 17.02** Notwithstanding Article 6.01 hereof, each employee shall be retired upon attaining the age of sixty-five (65) years, such retirement to be effective upon the last day of the month in which the sixty-fifth (65th) birthday of such employee occurs. Employees who have presently attained age sixty five (65) and who presently continue in the service of the city shall retire no later than twelve (12) months from the date hereof.
- 17.03** The pension premium payments for every employee on leave of absence on Union business shall continue to be made notwithstanding such leave, and the Union shall pay the City for both the employer and employee share of such premium payments during such leave on a quarterly basis as invoiced therefor by the City.
- 17.04 (a)** An employee who has at least ten (10) years of credited Pension service with the City, including predecessor service, and who elects early retirement shall be eligible for the continued coverage of benefits set out in Articles 16.02 (Extended Health Care), 16.03 (Dental), and 16.04 (Group Life Insurance), at employer cost, until such employee attains the age of sixty-five (65) years. Such benefits will be effective upon the date on which the employee actually retires.
- 17.04 (b)** An employee hired prior to the date of ratification of the Memorandum, and who at retirement does not have ten (10) years of credited pension service with the City, including predecessor service, shall be entitled to the benefits as outlined above in Clause 17.04(a), at employer cost, **up** to and including the last day of the month in which his sixty-fifth (65th) birthday occurs.
- 17.05** Where an employee who elects early retirement and is eligible for benefits in accordance with Article 17.04 dies prior to his sixty-fifth (65th) birthday, said employee's spouse shall continue to be covered by said benefits with the exception of those benefits provided under Article 16.04 (Group Life Insurance) up to and

including the date on which the deceased employee would have attained the age of sixty-five (65) years.

17.06 Where an employee who would have been eligible to elect early retirement dies prior to actually taking early retirement, and provided that such employee was eligible for benefit coverage at the time of his death, the employee's spouse shall, with the exception of those benefits provided under Article 16.04 (Group Life Insurance), be eligible for the benefit coverage as set out in Article 17.04 for the period from the date of the employee's death up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.

17.07 When an employee retires, if the employee was in receipt of Workplace Safety and Insurance Benefits and a disability waiver of premium benefit at any time during the employee's employment with the City and if the effect of that disability waiver of premium benefit is to reduce the employee's pension entitlement, the City will provide the difference between the employee's pension and the pension to which the employee would have been entitled had the employee not been on said disability waiver of premium benefit.

17.08 The City shall provide a paid up group life insurance policy in the amount of three thousand dollars (\$3,000) for those employees who retire at the age of sixty-five (65), and to employees on LTD upon the attainment of age sixty-five (65).

NOTE: Any employee who is eligible for retiree benefits beyond age sixty-five (65) at the time that this Collective Agreement is ratified shall continue to be eligible for said benefits.

17.09 The City shall not implement nor offer any Early Retirement Incentive Package(s) to any employee(s), until it has consulted with the Union.

Article 18 - REQUESTS FOR TRANSFER

- 18.01(a)** An employee wishing to transfer to another Department or a Division within the same Department and within the same classification may submit, once per year, such request in writing to the Human Resources Division of the Corporate Services Department.
- 18.01(b)** An employee wishing to transfer to a different location within his Department or Division may submit such request in writing to his Department Head,
- 18.01(c)** It is understood and agreed that vacancies shall not be considered for a lateral transfer under this procedure.
- 18.01(d)** In accommodating requests for transfer under (a) and (b) above, the City will take into account the availability of positions at a location, and seniority. The City shall make a reasonable effort to satisfy such requests.

Article 19 - PROMOTIONS AND CLASSIFICATIONS**19.01**

Whenever the City determines that appointments to or promotions within the City are to be made, the Department Head concerned shall notify the Executive Director of Human Resources of the City accordingly, setting forth the duties of the position and the specific qualification therefor, and the Executive Director of Human Resources shall arrange for the position to be made known to all employees through the Job Call procedure unless a certified eligibility list is in effect. The Job Call procedure shall apply only to permanent positions and shall not apply to the position of Labourer or other entry level positions that have not been advertised in the past. The Executive Director of Human Resources shall,

- (i)** send copies of Job Call notices, in accordance with Article 19.02, to all City Departments, which notices each Head of Department shall ensure are prominently displayed so that all employees are made aware of positions available.
- (ii)** prepare and conduct competitive examinations and evaluate the applicants by education (which the Executive Director of Human Resources shall construe liberally), experience, and ability to perform the work satisfactorily; and
- (iii)** establish lists of candidates and certify names on such lists to Heads of Departments for selection and recommendation for promotion, and
- (iv)** provide copies of any Job Call notice to the President of Local 416 at least five (5) working days prior to the actual posting

Said copies shall be kept in confidence until the date on which the Job Call notice(s) is posted.

19.02(a) Each Job-Call notice shall state:

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

- 19.02 (b)** Such qualifications shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.
- 19.02 (c)** The time limit provided for in the foregoing (a)(vii) hereof shall not be less than two (2) weeks from the date of issue of the Job Call.
- 19.03(a)** Applications for available positions shall be made on forms supplied by the Human Resources Department. An employee may apply for a position in a classification that is at the same, or higher or lower rate of pay than his present classification.
- 19.03(b)** An employee whose application has been rejected because of insufficient qualification for the position shall be notified in writing at least seven (7) days prior to the date of the examination.
- 19.03(c)** Any applicant for an examination or candidate participating in an examination who deems he has a complaint regarding the procedure or any other matter may have his complaint placed before the Executive Director of Human Resources.
- 19.04(a)** If passing an examination is required to qualify for a particular position, such examination shall be conducted in a manner that will provide a fair evaluation of all applicants who shall be evaluated against the same set of standards.
- 19.04(b)** Examinations may be written, oral, physical or by demonstration of skill, training, experience, or any combination thereof, as may be determined by the Executive Director of Human Resources.
- 19.04(c)** All applicants to a Job Call notice shall be notified in writing of the outcome of their examination and their standing on the list.

- 19.04(d)** The Executive Director of Human Resources shall permit any applicant to peruse his examination paper, at any time within thirty (30) days of notification.
- 19.05(a)** The list of candidates established from each Job Call shall be either,
- (i) a Candidate List which shall be valid for the filling of the advertised position only, or
 - (ii) an Eligibility List which shall be valid for the filling of other vacancies that may occur in the same position classification, as the case may be, in accordance with the Job Call Notice.
- 19.05(b)** An Eligibility List shall remain in force for six (6) months unless depleted before that time, in which case a new Job Call notice may be issued. A new Job call will not be issued for the position within the stated six (6) month period unless past experiences indicate additional candidates are likely to be available.
- 19.05(c)** An Eligibility List established for the position of Ambulance Paramedic shall remain in force for one (1) year unless depleted before that time, in which case a new Job Call will be issued if there is a vacancy in this position classification to be filled or if the Executive Director of Human Resources deems that a vacancy may occur. No further job call will be issued within the stated one (1) year period unless past experience indicates that there are likely to be additional candidates available.
- 19.06(a)** The Executive Director of Human Resources shall provide a list of candidates resulting from each Job Call ranked in order of standing.
- 19.06(b)** To be determined.
- 19.06(c)** To be determined.

Reversion

- 19.07(a)** All appointments and promotions to permanent positions shall be subject to a three (3) month assessment period which will be extended by the amount of time an employee is absent in excess of ten (10) working days during the period of assessment.
- 19.07(b)** A joint performance review will be conducted between the employee and the Department Head after the employee's first six (6) weeks in the position to evaluate the employee's performance and suitability or to determine the possibility of reversion.
- 19.07(c)** Should a reversion be necessary or requested by the employee and approved by the Department Head, the employee shall be reverted to his former position and salary, if the position has not been filled during the interim period, If the former position has been filled, the employee will be reverted to a position reflecting the salary earned by the employee prior to the promotion.
- 19.07(d)** Should no substitute position be available, a supernumerary position at the pre-promotion salary level will be created for the employee until such time as a position becomes available.
- 19.08** Notwithstanding clause 19.01 hereof, a permanent employee who has become incapable of fully performing his regular duties because of injury, occupational disease, advancing years or disability may be given preference for any available vacant permanent position for which he is considered suitable to perform without the Executive Director of Human Resources being required to advertise such position, provided that such employee may not displace any other employee by reason of seniority, and the City shall advise Local 416 of all such appointments.

Article 20 - GRIEVANCE PROCEDURE

- 20.01** The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievance's as quickly as possible.
- 20.02** Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 20.03** For the purposes of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 20.04** A grievance shall be defined as where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.
- 20.05** The Union acknowledges and agrees that Stewards and Officers of the Union have regular duties to perform as employees of the City and that such employees will not leave their regular duties to assist employees in preparing their grievance without obtaining the permission of their Department Head or someone designated by him and will similarly report upon returning to their regular duties. Such permission shall not be unreasonably denied. Time spent during an employee's regular working hours pursuant to this Article (including Article 8.06 – Mediation) shall be without loss of pay.
- 20.06** Grievances properly arising under this Agreement shall be adjusted and settled as follows:

(i) Step One

It is understood that before the Grievance is reduced to writing and filed, the Grievor's immediate Supervisor will have an opportunity to discuss and resolve the Grievance. Within twenty (20) working days following the circumstances giving rise to a grievance, the Union, through the Union Steward, shall request a meeting with the Grievor's immediate Supervisor, who shall arrange a meeting within five (5) working days of receiving the request. The employee shall be accompanied by a Union Steward or an available Union Representative. Within three (3) working days of the Step One meeting, the Supervisor will advise the Union Steward and the Grievor in writing of the date on which the Step One meeting took place and shall note whether the grievance was denied, granted or resolved. Any resolutions reached at this step shall be without prejudice or precedent.

(ii) Step Two

If the grievance is not resolved at Step One to the satisfaction of the Union, the grievance and redress sought shall be reduced to writing and signed by the employee. The Union shall file the grievance with the Department Head within ten (10) working days following receipt of the supervisor's written response from the Step One meeting. The Department Head shall confer with the Representatives of the Union within ten (10) working days after receipt of the grievance at Step Two, and shall advise the Union in writing of his decision in respect to the grievance within ten (10) working days of the time of the conference. The grievor will attend the Step Two meeting upon the request of the Union, provided that such request must be made at least five (5) working days prior to the date of the Step Two meeting.

(iii) Step Three

Should the decision of the Department Head not be satisfactory to the Union, the Union may within ten (10) working days after the receipt of the written decision of the Department Head, forward copies of the grievance and the written decision as provided for in Step Two to the Director of Employee and Labour Relations. Upon receipt of such copies, the Director of Employee and Labour Relations shall confer with the Representatives of the Union within fifteen (15) working days after receipt of the grievance at Step Three. The Director of Employee and Labour Relations shall advise the Union in writing within ten (10) working days after the said conference of his decision in respect to the grievance. The grievor will attend the Step Three meeting upon the request of the Union in the case of a discharge or a suspension of five (5) working days or more, provided that such request must be made at least five (5) working days prior to the date of the Step Three meeting.

(iv) Step Four

If the decision of the Director of Employee and Labour Relations is not acceptable to the Union, the Union may, within twenty (20) working days after receipt of the written decision of the Director of Employee and Labour Relations, require that the grievance be submitted to arbitration by notifying the City in writing.

20.07 The decision of the Department Head or the Director of Employee and Labour Relations, as the case may be, shall be final and binding upon the City and the Union and upon any employee affected by it unless a subsequent step is taken within the times hereinbefore limited.

Policy Grievances

20.08 Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by the Union commencing at Step Three.

Group Grievances

20.09 Where a group grievance involves a group of employees in the same Department, it may be initiated at Step One or filed at Step Two at the Union's option. Group grievances involving a group of employees in two or more Departments shall be filed at Step Three.

Suspension or Discharge Grievances

20.10 Whenever an employee is suspended or dismissed for cause, the grievance procedure as set forth in this Article shall apply except that the grievance shall be initiated at Step Two within twenty (20) working days after the said employee has been suspended or ceases to be employed by the City, as the case may be.

Job Calls

20.11 Any grievance of an employee with respect to not being selected for a position under the Job Call procedure shall be initiated at Step Two within twenty (20) working days of the employee receiving notification in writing that he was not selected for the position for which he applied. If such position is within a Department other than the employee's Department, the grievance shall be directed by the Union to the Head of the Department in which the vacancy occurred.

Sexual Harassment

20.12 Where an allegation is made by an employee that Article 6.04 (sexual harassment) has been violated, a grievance shall be initiated at Step Two within twenty (20) working days after such violation is alleged to have occurred.

Management Grievances

20.13 In the event the City has a grievance, the Director of Employee and Labour Relations shall file the grievance in writing within twenty (20) working days of the circumstances giving rise to a grievance with the authorized officers of the Union who shall confer with the Director of Employee and Labour Relations within twenty (20) working days of the receipt of such grievance. In the event the authorized officers of the Union do not provide redress satisfactory to the City, the Director of Employee and Labour Relations may process the grievance to arbitration in accordance with the arbitration provisions as set out in this Agreement, with the necessary changes being made.

Article 21 - LETTERS OF INTENT

21.01 Unless otherwise specified, all Letters of Intent shall form part of the Collective Agreement.

Article 22 - ARBITRATION

- 22.01** The Union, in submitting a grievance to arbitration, may request that the grievance be determined by a single arbitrator. If the parties agree, they shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, the Union shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator.
- 22.02** In the event that the parties do not agree to have the grievance determined by a single arbitrator, the Union shall, within ten (10) working days of being so advised, provide the City with the name of its nominee to an Arbitration Board. The City shall, within ten (10) working days after the receipt of the letter from the Union, advise the Union of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson within one (1) calendar month, the Union may request the Minister of Labour for Ontario, in writing, to appoint a Chairperson. A copy of such request shall be forwarded concurrently to the other nominee to the Board.
- 22.03** The Arbitration Board, or single arbitrator, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon the Union, the City and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 22.04** Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.

22.05 In the grievance and arbitration procedures, the Union shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Article 20 (Grievance Procedure).

22.06 The Arbitration Board shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement.

Mediation

22.07 Once a grievance has been processed to arbitration, both parties may, within forty (40) working days, agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of the Union. Time spent in attendance at mediation during an employee's regular working hours shall be without loss of pay. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice.

Article 23 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 23.01** Whenever an employee is requested to report for a disciplinary discussion with supervisory personnel, prior to any disciplinary action being taken or a grievance being lodged, such employee shall have a Union Representative at such a meeting. For the purposes of this provision, "Union Representative" shall mean the Steward for the particular work location or, if not available, any steward within the section or, if not available the Unit Chair. If no Union Representative is available, the employee shall not be disciplined but may be removed from the workplace with pay until a disciplinary discussion can be held. Such removal from the workplace shall not be considered to be disciplinary action.
- 23.02** Where a discussion occurs between **an** employee and the supervisor of such employee pertaining to any matter which may result in disciplinary action being taken and such matter is brought to the attention **of a** member of the excluded group holding a supervisory position, the disciplinary action resulting from such discussion shall be recorded in writing and a copy thereof shall be furnished to the employee or forwarded by registered mail to the employee's address last known to his Department, within two (2) working days of such discussion.
- 23.03** Where a meeting is arranged between an employee and a supervisor for the specific purpose of providing the employee with written notice of discharge, suspension or issuance of a written reprimand to the employee, the employee shall have the shop steward for the particular work location or another Union Representative at such meeting.
- 23.04** The City shall forward a copy of any letter of discharge to the Recording Secretary of the Union.

23.05 Where a discussion as defined in clause **23.01 or 23.03** is to take place, it is agreed that the steward, or other Union representative, shall be provided with up to twenty **(20)** minutes, if requested, to consult with the employee prior to commencing the meeting.

23.06 Where an employee has not received a disciplinary notation for a period of two **(2)** calendar years, any disciplinary notation(s) recorded on the employee's service record shall be null and void, and shall be removed from the employee's file.

Article 24 - LEAVE OF ABSENCE**Bereavement Leave**

- 24.01(a)** An employee who is absent from work solely due to the death of the father, mother, son, daughter, brother, sister, husband, wife or same-sex partner of such employee, shall be entitled to compensation for time so lost by such employee from his regular schedule at his regular rate of pay for five (5) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the death, provided that if the funeral is not held within the seven (7) day period, the employee may reserve one (1) of the above five (5) bereavement days for the purpose of attending the funeral or interment, where either ceremony falls on a regularly scheduled working day.
- 24.01(b)** An employee who is absent from work solely due to the death of the father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild of such employee, shall be entitled to compensation for time so lost by such employee from his regular schedule at his regular rate of pay for three (3) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the death, provided that if the funeral is not held within the seven (7) day period, the employee may reserve one (1) of the above three (3) bereavement days for the purpose of attending the funeral or interment, where either ceremony falls on a regularly scheduled working day.
- 24.01(c)** *An* employee may be granted leave of absence with pay at the discretion of the Department Head where such leave is requested solely due to the death of persons other than those specified in clauses 24.01(a) and (b).

Leave of Absence for Jury Duty

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

- (i) shall be granted leave of absence for such purpose, provided that upon completion of his **jury** or witness service such employee shall present to his Department Head a satisfactory certificate showing the period of such service;
- (ii) shall be paid his full salary or wage for the period of such **jury** or witness service; provided that he shall pay to the Commissioner of Finance of the City the full amount of compensation received for such service and obtain an official receipt therefor, it being understood that the full amount does not include monies received on days other than his regularly scheduled work day with the City or **any** monies received for meal allowance or travelling allowances; and
- (iii) shall, upon being released from jury or witness service in the forenoon of any day, immediately telephone his Department for instructions respecting his return to work and shall, upon receiving such instructions, comply with the same.

Pregnancy/Parental Leave

24.03(a) Pregnancy and/or parental leave, without pay, shall be in accordance with **Part XI** of the Employment Standards Act, R.S.O., 1990, as amended.

24.03(b) Pregnancy and/or parental leave for an employee who does not qualify under **Part XI** of the said Act, shall be granted upon request and administered in accordance with the Act.

- 24.03(c)** Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with Article 24.03(a), or is granted in accordance with Article 24.03(b), shall be at the discretion of the Department Head concerned, and shall not involve any expense to the City, but shall result in no loss of seniority.
- 24.03(d)** The City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 16 (Extended Health) and shall pay its share of the pension contributions under Article 17 (Pensions) for any pregnancy and/or parental leave taken pursuant to Articles 24.03(a) or 24.03(b), unless the employee elects in writing that they do not wish benefit coverage.
- 24.03(e)** Pregnancy and/or parental leave in accordance with Articles 24.03(a) or 24.03(b) shall not involve any expense to the City, except as provided in Articles 7.02(c) (Increments), 13.03 (Vacation), 24.03(d), 24.04 and 24.05 (Leave of Absence).
- 24.04(a)** An employee who is eligible for pregnancy leave under Article 24.03(a) or an employee who requests and is granted pregnancy leave under Article 24.03(b), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to Section 30 of the Employment Insurance Act, S.C. 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:
- (i)** For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City,
 - (ii)** For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of her regular rate and the sum of her weekly Employment Insurance benefits and any other earnings.

- 24.04(b)** Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their employment insurance benefits for the period of unemployment.
- 24.04(c)** Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.
- 24.05(a)** An employee who is eligible for parental leave under Article 24.03(a) or who requests and is granted parental leave under 24.03(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C., 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:
- (i)** For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable),
 - (ii)** For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of the employee's regular rate and the sum of the employee's weekly Employment Insurance benefits and any other earnings.
- 24.05(b)** Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their unemployment insurance benefits for the period of unemployment.
- 24.05(c)** Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.

- 24.06** An employee who is granted an extension of parental leave in accordance with Article 24.03(c) shall be responsible for paying in advance by post-dated cheque(s) the full premiums for the insurance coverage referred to in Article 16 (Extended Health Care/Dental/Group Life and Long Term Disability Insurance) for any period of such extension. Such employee shall be advised of the cost of the applicable benefits if the employee wishes to continue such benefit coverage. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

Leave for Canadian Citizenship

- 24.07** An employee who is required to be absent from work during his normal working hours for the purpose of obtaining his Canadian Citizenship shall, on two (2) occasions only, be granted one (1) day's leave of absence with pay on each such occasion.

Personal Leave of Absence

- 24.08** Subject to the approval of the Department Head, an employee may request and be granted leave of absence, without pay, of up to five (5) consecutive working days for personal reasons. Where approved, such absence shall not constitute a break in service so as to affect any benefits to which the employee is entitled other than pay. A request for such leave shall not be unreasonably denied.

Military Leave

- 24.09(a)** Leave of absence shall be granted to employees to serve in the Armed Forces during hostilities or during a time of war as declared by the Government of Canada. Seniority will accumulate during such leave.
- 24.09(b)** Leave of absence for Reserve training shall be in accordance with City policy as amended from time to time.

Participation in Elections

24.10 The City policy concerning Participation in Elections, dated June 8, 1999 as may be amended from time to time, shall be applicable to Union staff.

LETTER OF INTENT

PREPAID LEAVE PLAN

The City will meet with the Union during the first year of operation of the Collective Agreement to negotiate a Prepaid Leave Plan.

Article 25 - TRANSPORTATION

- 25.01** Whenever an employee is required and/or authorized to use his automobile on business of the City, the City shall pay to such employee an allowance of thirty-six cents (36¢) per kilometre actually travelled in the course of transacting the business of the City. No employee shall be required to transport other employees or, except for personal tools, city machinery or equipment.
- 25.02(a)** Mileage allowance of thirty-six cents (36¢) per kilometre shall be paid to an employee authorized to use his automobile to travel to a temporary work assignment at a work location outside the City of Toronto boundaries. The allowance is for each kilometre travelled between the location of the temporary work assignment and the City boundary nearest to that location. The City boundaries are defined as Steeles Avenue on the north, Port Union Road on the east and Etobicoke Creek and Indian Line on the west.
- 25.03** Notwithstanding Article 25.02, the existing practice with respect to travel allowance for employees working at the Keele Valley and Pickering work locations as of the date of ratification shall continue, with the rate as determined in Article 25.02.
- 25.04** Whenever an employee is required to use the public transportation system in the course of his duties, such employee shall be provided with public transit tokens/tickets for that purpose.

Article 26 - TEMPORARY EMPLOYEE BENEFITS

26.01

All Temporary employees shall be entitled to all benefits accorded to Permanent employees upon the completion of **six (6)** months actually worked with the City.

Article 27 - SENIORITY AND SERVICE**Seniority**

- 27.01(a)** A seniority date shall be established for each employee upon successful completion of the probationary period as defined in Article 5, such date to be coincident with the date of commencement of said probationary period.
- 27.01(b)** Notwithstanding the foregoing sub-clause, effective the date of this award, all employees shall have placed to their credit such seniority as they had accumulated in accordance with the terms of their predecessor Collective Agreements. Following the aforementioned effective date, employees shall continue to accrue seniority in accordance with the terms of this Collective Agreement.
- 27.02** Seniority shall apply on a bargaining unit-wide basis except as may be modified by Article 13.11 (Vacation Selection).
- 27.03** An employee shall lose all seniority, service and his employment shall be terminated if:
- (i)** he voluntarily terminates his employment subject to the right to rescind in Article 43;
 - (ii)** he is discharged for reasonable cause and not reinstated;
 - (iii)** he is absent without Written notice and without a satisfactory reason to the City in excess of ten (10) calendar days from the commencement of absence;
 - (iv)** he fails to report for work within ten (10) working days from the date he is recalled to work under clause 29.01(b);

- (v) he is not recalled to work within twenty-four (24) months of the date of his layoff from work pursuant to clause 29.01(a).

27.04(a) The Union will be provided with the initial seniority list based upon the definition of seniority set out in clause 27.01 within six (6) months of the date of this award. Any dispute with respect to an employee's placement on the list may, following discussions between the Union and the City, be the subject of a grievance and submitted to arbitration if not resolved.

A copy of the seniority list and an additional copy of the list arranged alphabetically will be forwarded to the Union in January and July of each year.

Service

27.05 Effective the date of this award, all employees shall have placed to their credit such service as they had accumulated in accordance with the terms of their predecessor Collective Agreements. Following the aforementioned effective date, employees shall continue to accrue service in accordance with the terms of this Collective Agreement.

27.06 Subject to Clause 27.05 "service" shall be determined from the employee's first date of hire. Service shall not include periods when the employee is on:

- (i) leave of absence, without pay, due to illness or injury in excess of twenty-six (26) consecutive biweekly pay periods for the purpose of Article 13 (Vacations) in accordance with sub-clause 13.13 and Article 16 (Extended Health) in accordance with sub-clause 16.01(c) (Pro-rating of benefits);
- (ii) approved leave of absence, without pay, except as otherwise provided in this Agreement;

- (iii) any unauthorized leave of absence;
- (iv) any period of layoff.

27.07 Notwithstanding the provisions of 27.06, any employee placed outside the bargaining unit through modified work program or accommodated for a disability will retain and continue to accumulate seniority in this bargaining unit.

27.08 In the event that an employee covered by this Agreement should be promoted to a position outside the bargaining unit and is still in the employ of the City, the employee shall have a maximum of ninety (90) calendar days to return to the unit without loss of seniority.

LETTER OF INTENT

SENIORITY AND SERVICE

This will confirm our agreement to change the method of calculating seniority from the present method to a service-based method as soon as reasonably possible.

For this purpose, the parties agree that the seniority dates for each employee shall continue to be calculated using the present method up until the day on which the method of calculation is converted to a service-based method. From that day forward, future seniority will be calculated using the service-based method and each employee's seniority will be the seniority he had as of the change-over day plus the service-based seniority he acquires after the change-over date.

The definition of "seniority" in the Collective Agreement shall be amended to read:

“Seniority” shall be determined on the basis of the employee’s seniority date on record with the City and/or any predecessor municipality as of the change-over date and thereafter on the same basis as “service”.

Article 28 - EMPLOYMENT SECURITY AND RE-DEPLOYMENT

28.01 The parties agree to meet within ten (10) days following ratification of the Agreement for the purpose of developing a joint re-deployment program that will facilitate the placement of those permanent employees who are displaced by reason of:

- (1) the deletion or elimination of their position
- (2) technological change
- (3) contracting out

Issues to be addressed will include, but not be limited to:

- developing a listing and monitoring vacant permanent and temporary positions
- the identification of any training required by the employee concerned

28.02 The City shall endeavour to place in other positions any permanent employees who may be displaced by reason of:

- (a) Technological improvements in the operation of the City;
- (b) The contracting out of any work now performed by employees;
- (c) The deletion or elimination of a position or job classification.

28.03(a) In the event of a displacement under Article 28.02 above, the Director of Employee and Labour Relations will notify the Union in writing 'forty-five (45) calendar, days in advance of any deletion of a position with a permanent incumbent.

- 28.03(b)** The City agrees to notify the Union in writing eighty (80) calendar days in advance of any additional contracting out of work, other than work that is presently contracted out.
- 28.03(c)** The City will convene a meeting with the Union within five (5) working days of delivery of written notification to the Union of its intention to contract out or privatize the work. The City will make available to the Union an outline of the type of work in question, and the reasons for the contracting out. The City will also provide information with respect to the cost, and other pertinent information which would allow the Union to make a complete submission to the appropriate Department Head and to the appropriate Committee of Council. The Union shall make such submissions within forty-five (45) days of the delivery of the City's information.
- 28.03(d)** A meeting between the City and the Union shall also be convened within five (5) working days of the delivery of written notification where the displacement arises for reasons other than contracting out.
- 28.04** The Union and the City shall establish a joint committee to review all operations and services for the purpose of contracting in wherever feasible.
- 28.05** A permanent employee displaced by reason(s) set out in Article 28.02 shall, after consultation with the Union, be placed in any vacant permanent position which he can perform. In the event that there are two (2) or more employees who can perform the work, the employee with the most seniority shall be placed in the position. The job posting provisions of the Collective Agreement do not apply to this placement.
- 28.06(a)** Where subject to Article 28.05 the City identifies a position into which a displaced permanent employee may be permanently placed, the City shall provide

the training, at its expense, that it considers necessary to enable the displaced employee to perform the duties of the position.

- 28.06(b)** Where a permanent employee is displaced in accordance with Article 28.02 and subject to Article 28.05 is permanently placed in a position for which a lower wage rate is applicable, such employee shall continue to receive the rate they were receiving prior to such re-assignment for the thirty (30) month period immediately following the effective date of their re-assignment. Following the expiry of the thirty (30) month period, such employee will then receive the rate applicable to their new position. Such change in rate will be effective the first of the pay period following the expiry of the aforementioned thirty (30) month period.
- 28.07** In those cases where an increment structure would apply, no further increments applicable to an employee's former position shall be granted following their re-assignment pursuant to 28.06(b) above.
- 28.08** For those employees reassigned pursuant to Article 28.06(b) who are within five (5) years of their mandatory retirement age, the thirty (30) month period shall be amended to read "up to sixty (60) months".
- 28.09** Where a permanent employee is displaced in accordance with Article 28, the obligation under this Article shall apply only until such time as the employee may be laid off pursuant to Article 29.

LETTER OF INTENT**CONTRACTING OUT**

The City agrees to notify the Union in writing eighty (80) calendar days in advance of any additional contracting out of work, other than work that is presently contracted out.

The City shall set up a meeting with the Union within five (5) working days of delivery of written notification to the Union of its intention to contract out or privatize the work. At that meeting, the City shall identify the work to be contracted out and the reasons that have led to the decision to recommend the contracting out of the work.

During the meeting, the City agrees to provide all information to the Union including costs, and any other relevant information. Following receipt of the information, the Union may make a submission to the appropriate Department Head or committee within forty-five (45) days of delivery of the City's information.

Should the City contract out or privatize any bargaining unit work, no permanent employee shall lose his employment with the City as a result of contracting out or privatization for the years 1999 and 2000. Thereafter, no permanent employee with ten (10) years of service shall lose his employment as a result of contracting out or privatization.

It is understood that permanent employees displaced from their jobs by reasons referred to herein will be relocated following consultation with the Union to suitable employment with the City and thereafter shall experience no loss of wages, benefits or seniority for a period of not less than thirty (30) months. If the displaced employee is at the time of his reassignment within five (5) years of his mandatory retirement age, the thirty (30) month period shall be amended to read "**up** to sixty (60) months." Where necessary, all adversely affected employees shall be provided the appropriate training in order of seniority.

Article 29 - LAYOFF AND RECALL

29.01(a) Subject to Articles 5, 27.01(a) and 27.03, in the event of a staff reduction, employees shall be laid off in the following order:

- (1) Temporary employees by seniority within the position classification within the Department involved shall be affected first.
- (2) Permanent employees by seniority within the position classification within the Department involved.

29.01(b) If and when work becomes available, those employees who have been laid off under (a) above shall, provided that not more than twenty-four (**24**) months have elapsed from the date they were laid off from work, be recalled to work in the reverse order of their layoff, provided that they possess the necessary qualification for such work.

29.01(c) A permanent employee who is to be laid off shall, after consultation with the Union, be placed in any vacant permanent position which he can perform. In the event that there are two (2) or more employees who can perform the work, the employee with the most seniority shall be placed in the position. The job posting provisions of the Collective Agreement do not apply to this placement.

Employees shall be eligible for placement in a permanent position under this article until such time as their right of recall expires.

29.01(d) Where subject to Article 29.01(c) the City identifies a position into which a permanent employee who may be permanently placed, the City shall provide the training, at its expense, that it considers necessary to enable the displaced employee to perform the duties **of** the position.

29.01(e) Prior to actually laying off any permanent employee(s), the Director of Employee and Labour Relations shall provide written notice to the Union at least thirty (30) calendar days prior to the impending layoff(s) and shall, if so requested, meet with the Union within ten (10) calendar days of such request to discuss such layoff(s).

29.02(a) During the period in which a person is on layoff, such person shall not be entitled to the benefits provided under this Agreement, other than the right of recall within the time provided in clause 29.01(b), the right to be considered for a permanent position as provided in clause 29.01(c), and the right to proceed in a Job Call as provided in Article 29.02(b).

29.02(b) Subject to Article 29.02(a), an employee who makes application for a job call pursuant to Article 19 either prior to being laid off or after they have been laid off shall proceed in such job call in accordance with Article 19.

It is understood and agreed that such right to apply and/or proceed in such job call shall not extend beyond the period of recall as set out in Article 29.01(b).

LETTER OF INTENT

Employment Security

This will confirm our understanding with respect to increased job security for permanent employees.

The parties acknowledge that this initiative will be implemented for the term of the Collective Agreement.

A permanent employee who is laid off may exercise his seniority rights in accordance with this letter for the purpose of displacing the junior temporary employee in the manner described below, provided that in all cases the employee has the necessary qualifications, skill and ability to perform the work required:

- a) by displacing the junior temporary employee with the least seniority in the same classification in his own department and, if that is not possible, then
- b) by displacing the junior temporary employee with the least seniority in the same classification in all other departments, and if that is not possible, then
- c) by displacing the junior temporary employee with the least seniority in all other classifications within his own department, and if that is not possible, then
- d) by displacing the junior temporary employee with the least seniority in all other departments.

In the event that a permanent employee displaces a temporary employee he shall retain his permanent status.

The permanent employee who displaces the junior employee and, as a result, is placed in a position for which a lower wage rate is applicable, will continue to receive the rate he was receiving prior to displacing the employee for the thirty (30) month period immediately following the date he was placed in the lower rated classification. If the permanent employee is within five (5) years of his mandatory retirement age, the thirty (30) month period shall be amended to read “**up** to sixty (60) months”. Following the expiry of the applicable period, the employee will then receive the actual rate of his new position. The change in rate will be effective the first of the pay period following the expiry of the period of rate protection. In those cases where an increment structure would apply, no further increments applicable to the permanent employee’s position shall be granted following his reassignment.

In the case where there is no temporary employee that the employee can displace anywhere in this process, he shall repeat the process and be eligible to displace the junior permanent employee with the least seniority.

The parties agree in principle that temporary employees shall be laid off prior to any permanent employee being laid off. Temporary employees who are working on a seasonal basis to meet seasonal needs will be considered temporary employees for the purpose of this process unless they have six (6) weeks or less remaining in their contract of employment.

This Letter of Intent is subject to the grievance and arbitration provisions of the Collective Agreement.

Should any concerns or disputes arise out of the operation of this Letter of Intent, the Director of Employee and Labour Relations or his delegate shall meet with the representatives of Local 416 within ten (10) calendar days of the receipt of the concerns or disputes.

Article 30 - WORKPLACE SAFETY AND INSURANCE BENEFITS

- 30.01** Where in an action arising out of an accident to an employee of the City coming within the 416 Bargaining Unit, the City recovers from a third person as a result of such accident a larger amount, exclusive of costs, than the amount paid to or on behalf of such employee including the costs of the services of the Solicitor for the City, the surplus amount shall be allocated to the employee or his dependants by the City in accordance with the requirements of Workplace Safety and Insurance Act.
- 30.02** Where an employee who is injured in circumstances in which he may be entitled to compensation under the Workplace Safety and Insurance Act, elects to claim against a third person, he shall, as a condition of receiving Sick Pay, Short Term Wage Protection Benefits or Short Term Disability Benefits, agree to provide in writing an undertaking to reimburse the City out of the proceeds of any settlement or judgement, exclusive of costs, upon such claim, the amount of money equivalent to the value of such Sick Pay, Short Term Wage Protection Benefits, Short Term Disability Benefits and Workplace Safety and Insurance Board Benefits as the case may be, and upon his having made such reimbursement, his accumulated Sick Pay, Short Term Wage Protection Plan, or Short Term Disability Plan as the case may be shall be restored accordingly.
- 30.03 (a)** Where an employee who is injured on duty with the City in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, and who has made a claim to the Workplace Safety and Insurance Board in accordance with the Workplace Safety and Insurance Act, shall, provided he has qualified for Sick Pay, or Short Term Wage Protection Benefits or Short Term Disability Benefits in accordance with Article 14, be paid an amount equal to his full net pay while the employee is off work and

until such time as a ruling has been made by the Workplace Safety and Insurance Board.

The full net pay of an employee shall be determined by deducting from the employee's gross earnings the probable Income Tax, Canada Pension Plan premiums, and Employment Insurance premiums.

30.03 (b) If the employee's claim is denied and the employee has otherwise qualified for Sick Pay, Short Term Wage Protection Benefits or Short Term Disability Benefits the denial of the claim shall not act as a bar to the employee claiming benefits in accordance with the provisions of Article 14 (Sick Pay).

30.04 Where the Workplace Safety and Insurance Board approves the claim, and for as long as the employee is receiving a full loss of earnings benefit in accordance with section 43 of the Workplace Safety and Insurance Act, the employee shall continue to receive the full net pay amount as defined in Article 30.03. Such full net pay shall include benefit payments approved by the Workplace Safety and Insurance Board.

30.05 If the employee is unable to return to work after a claim is approved, he shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board and for those who qualify for Sick Pay, Short Term Wage Protection Benefits or Short Term Disability Benefits, in accordance with Article 14 (Sick Pay), receive the remainder of the net pay amount from the City. From the portion the employee is receiving from the City, the following deductions shall be made: the employee's Pension contributions and if applicable, the employee's share of Extended Group Life Insurance premiums and any further deductions required by law. When a waiver of Pension contributions, is in effect, the portion of the net pay amount the employee is receiving from the City shall be reduced proportionately. No

deductions will be made from the sick bank of **an** employee who received payments under clauses 30.03 (a) and 30.05 (Note: This will leave a net balance approximately equal to **an** employee's normal take home pay.)

30.06 An employee in receipt of a loss of earnings benefit in accordance with section 43 of the Workplace Safety and Insurance Act who is not on layoff shall be considered to be **an** employee on the active payroll and;

- (a) Continue to accrue seniority, service, vacation and sick pay credits, and
- (b) Continue to be entitled to benefit coverage which shall be maintained by the City in the same manner as though the employee was at work, **and**
- (c) The foregoing shall have no effect on any permanent partial disability pension, which an employee may be receiving.

30.07 (a) Where the claim is not approved or where an employee receives monies in excess of his appropriate net pay amount, such excess shall be treated as an overpayment and the City shall make recovery from the wages of the employee. It is agreed that the affected employee(s) shall provide to the City any recovery consents required by law to give effect to such recoveries.

30.07 (b) In the event of an overpayment, the City shall advise the employee in advance of the implementation of any schedule of recovery with respect to said overpayment. The recovery schedule shall not exceed the maximum permitted by the Wages Act R.S.O. 1990 as amended, unless the parties agree otherwise.

If so requested the City shall meet with the employee so that the employee may provide his input regarding an appropriate schedule of recovery. The employee

may be accompanied by either his steward or other Union Representative at such meeting should he so request.

30.08 Employees who have not qualified for Sick Pay, Short Term Wage Protection Benefits or Short Term Disability Benefits in accordance with Article 14 shall, if their Workplace Safety and Insurance Board claim is approved, receive their benefit payments from the Workplace Safety and Insurance Board.

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

30.10 The Short Term Wage Protection Benefit Plan and the Short Term Disability Benefit Plan referred to in this Article are in reference to existing sick pay plans for the former City of Etobicoke and City of York employees respectively as set out in Schedule Three (3) and Four (4) of this Agreement.

Article 31 - NO STRIKE OR LOCKOUT

31.01 There shall be no strike or lockout during the term **of** this Agreement. The words "strike" **and** "lockout" shall be as defined by The Labour Relations Act, 1995, as amended.

Article 32 - PROTECTIVE CLOTHING AND WEARING APPAREL

- 32.01** Safety equipment and safety attire will be supplied to all employees who are required to perform duties where hazards exist. Where the City provides safety equipment, safety clothing or working attire, it must be worn by the employee, provided, however, that it is recognized that there may be occasions during an employee's working hours when the wearing of such equipment, clothing or attire is unnecessary to the employee's safety or well-being.
- 32.02** The City and the Union agree to establish a special 'Protective Clothing and Wearing Apparel Committee within thirty (30) calendar days of the date of this award, for the purpose of assisting in the development of a new protective clothing and wearing apparel policy. The Committee shall consist of six (6) members, three appointed by each party. Union members of the Committee will receive their regular rate of pay for time spent in Committee meetings during their regular working hours.
- 32.03** The Committee shall have the following responsibilities:
- 32.03(a)** identification of all protective clothing and wearing apparel policies applying to employees prior to amalgamation;
- 32.03(b)** the development of guidelines for a new protective clothing and wearing apparel policy-for recommendation to the City within ninety (90) calendar days of the first meeting of the Committee. The Committee shall consider such matters as:
- (i)** quality of issue;
 - (ii)** substitution of existing issue on the basis of comparable cost and safety;

- (iii) changes to design, colour, cresting and supply of such clothing;
- (iv) other clothing issues that may arise.

32.03(c) The parties agree that the following issues may be referred to the Committee referred to in Article 32.02.

- The provision of Ultra-violet (UV), Sunscreen Cream, **W** protected sunglasses and water coolers to those employees who normally work outside.
- e The provision of prescription safety glasses to all employees who are required to wear prescription safety glasses. The Wearing Apparel Committee in conjunction with the Central Joint Health and Safety Committee shall determine the style and quality of lenses and frames and the **W** protected sunglasses.
- e The issuing of heavy coveralls in stores where required due to the nature of a given job.
- e The provision of clothing to replace lost, stolen, missing or worn out, clothing identical to the original issue.
- e The purchasing of additional items of clothing from the City stores at cost **and** the provision to the Union with a price list of all items on the understanding that the prices are subject to change.
- Safety Clothing and footwear.

32.04 The City will prepare a draft **of** the new wearing apparel policy, taking into consideration the guidelines from the Committee (if received). The proposed guidelines shall be the subject of meaningful consultation between the Union and the City. Failing agreement, the City shall implement a protective clothing and wearing apparel policy.

32.05 The current policies and Collective Agreement provisions with respect to protective clothing and wearing apparel will continue to apply until the new City policy is implemented.

Article 33 - LEGAL EXPENSES

33.01 Where an employee is charged with an offense under The Criminal Code, The Highway Traffic Act or other Statute(s) or is charged or has a complaint laid against him which may result in discipline by his professional regulating organization arising out of an act done in the performance of his duties:

- (a) The employee charged shall, in the first instance, be responsible for his own defence including the retaining of legal counsel or paralegal.
- (b) If the employee is acquitted and his legal costs do not exceed twenty-five thousand dollars (\$25,000) the Chief Financial Officer and Treasurer shall be authorized to reimburse the employee for such costs on the approval of the City Solicitor and the Executive Director of Human Resources.
- (c) Where an employee is acquitted and his legal costs exceed twenty-five thousand dollars (\$25,000), for the payment of such fees approval shall not be unreasonably withheld by the City. The account must be in accordance with recognized professional practices.

NOTE: The term “acquitted” shall be taken to be the same as a dismissal of the charge(s) or complaint(s) or any other disposition where the employee is not determined to be guilty or liable.

33.02 Where an action or other proceeding is brought against an employee of the City, which in the opinion of City Council arises out of acts or omissions done or made by such employee in his capacity as an employee of the City, the City may pay damages or costs awarded against such employee or legal expenses incurred by him as may be determined by City Council as provided for by paragraph 50 of

section 207 of The Municipal Act, R.S.O. 1990, as amended. Whenever an action or other proceeding is brought against **an** employee, the employee is to advise the Insurance and Risk Management section of the Treasury and Financial Services Division immediately with respect to such action or proceeding.

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

33.04 Where the employee is provided with insurance to cover his legal expenses by reason of his membership in his professional regulating organization or association, he must exhaust those rights first before being eligible for reimbursement for his legal expenses pursuant to this Article.

33.05 The City agrees to produce a standard letter, approved by the Union, for the use of employees charged with an offence for an act (s) done while performing his duties for the City. This letter will contain the telephone number for the Lawyer Referral Service offered by the Law Society of Upper Canada and will also outline the City's policy on payment of legal fees for the information of employees **and** legal counsel he may retain. In those cases where an employee is named **as** a party, defendant in a civil action or proceeding, such letter will be provided to the employee upon his request.

LETTER OF AGREEMENT

The parties agree to discuss the protections provided for employees required to operate emergency vehicles and for employees required to operate vehicles in an emergency situation during the term of the Agreement.

This letter shall form part of the Collective Agreement.

Article 34 - GENDER NEUTRALITY AND PLURAL

34.01 Whenever the masculine or singular has been used throughout this Agreement, it shall be deemed to include the feminine or plural where the context so allows or requires.

Article 35 - ACQUAINTING NEW EMPLOYEES

- 35.01(a)** New employees shall be advised of the names of their steward and the Worker Co-chair of the Joint Workplace Health and Safety Committee or the Workers Health and Safety Representative, as the case may be, and provided with an introduction to each following the commencement of the employee's employment. Such introductions shall be provided within twenty (20) days of the commencement of the employee's employment.
- 35.01(b)** The steward and the Worker Co-chair or the Worker Health and Safety Representative, as the case may be, shall each be allowed fifteen (15) minutes to meet with the new employee at times mutually acceptable to the steward, the Worker Co-chair or the Worker Health and Safety Representative where appropriate, and the employee's immediate supervisor.

Article 36 - EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE

- 36.01** Each employee shall have access to and be able to view his individual personnel file upon request.
- 36.02** The City agrees to provide photocopies of all disciplinary notations, all evaluations, all performance reports and all other adverse notations upon request, within a reasonable period, at no cost to the employee, once every 12 months.
- 36.03** No disciplinary notation, evaluation, performance report, or other adverse notation shall be added to the personnel file until a copy of such document has been provided to the employee.

Article 37 - REST AND WASH-UP PERIODS

- 37.01(a)** Each employee who works on a shift of less than ten (10) hours shall be afforded a rest period of fifteen (15) minutes duration during the first four (4) hours of the shift and a second rest period of fifteen (15) minutes during the second four (4) hours of his shift.
- 37.01(b)** Each employee who works on a shift of ten (10) to twelve (12) hours shall be afforded a rest period of fifteen (15) minutes duration during the first four (4) hours of his shift, a second rest period of fifteen (15) minutes during the second four (4) hours of his shift and, during the last two (2) to four (4) hours of his shift, a third rest period of ten (10) minutes duration.
- 37.02** Each employee coming within the Union shall be afforded a period of ten (10) minutes at the end of each working day for the purpose of washing up at his place of employment.

Article 38 - DESIGNATES

38.01 Where the terms Department Head, Executive Director, Human Resources, City Solicitor, Treasurer and Chief Financial Officer and Director, Employee **and** Labour Relations appear in this Collective Agreement, it shall be read to include “or his designate”.

Article 39 - RIGHT TO RESCIND RESIGNATION

39.01 An employee who resigns shall have the right to rescind their resignation, provided that they notify their immediate supervisor in writing, with a copy to the Department Head concerned, within five (5) working days of the date on which they tendered their resignation.

Upon receipt of such written notification by the employee's supervisor, the employee shall be reinstated to their former position upon the commencement of their next scheduled shift.

It is understood that such time off shall be without pay, but with seniority and benefits.

Article 40 - PRINTING OF THE COLLECTIVE AGREEMENT

40.01 The Agreement shall be prepared and presented to the Union within one (1) month following the ratification of the Contract by both parties. The City shall allow two (2) days off with pay for up to four **(4)** members of the Negotiating Committee so that they may proof-read the Agreement.

40.02 The parties agree to use their best efforts to have the Collective Agreement printed as soon as possible following its ratification.

40.03 Each party shall pay fifty per cent (50%) of the cost of such printing.

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Article 41 - ACCESS TO COUNCIL AND BUDGET INFORMATION

41.01 The Union shall be placed on distribution lists with respect to Council and its Standing Committees. The Union shall be provided with copies of all public agendas and supplemental agendas, public attachments, certificates of amendments and minutes for Council, and the agendas and reports of its Standing Committees and Community Councils.

The Union shall be placed on the Finance Department - Budget Services Division public distribution list with respect to the Department Capital and Operating Budget.

Said information shall be made available to the Union at the same time it is made available to the public.

Article 42 - TOOL ALLOWANCE

42.01 Employees who are required **as** a condition of their employment to provide personal tools related to their position shall be paid a tool allowance **of** four hundred forty dollars (\$440) per year. Such tool allowance shall be paid to the employee on the first pay period in November of each year.

Employees who receive a tool allowance shall maintain a **set of tools** satisfactory to the Department Head. It is understood that the Employer will not replace lost or broken personal tools.

Article 43 - TERM OF AGREEMENT AND NOTICE TO BARGAIN

43.01 This Agreement shall remain in force for a period from **January** 1, 1999, to December 31, 2001, inclusive, **and** shall continue to remain in force from **year** to year thereafter unless either party gives written notice to the other party within ninety (90) days prior to the termination date of this Collective Agreement that it desires termination or amendment of this Agreement.

Article 44 - HEALTH AND SAFETY

- 44.01** The Union the City shall co-operate in promoting and improving practices in the work place to provide a safe and healthful environment in which to work.
- 44.02** The Union and the City agree to work together to implement appropriate remedies and initiate preventative measures in order to reduce **or** eliminate health hazards and personal injuries in the work place and to provide safe and healthful working conditions for all employees.
- 44.03** The prevention of accidents requires the continuation of a co-ordinated health and safety program consistent with past practice and in accordance with the Occupational Health and Safety Act and The Corporate Health and Safety Policy and Program as adopted by City Council as may be amended from time to time after consultation between the parties.

LETTER OF INTENT

HEALTH AND SAFETY

The parties agree to form a Joint Committee for the purpose of addressing and resolving Health and Safety matters unique to Local 416, included but not limited to:

- Joint Health and Safety Committees Structure
- Hazard Identification and Prevention Programs
- Health and Safety Training
- **Work** site inspections
- Equipment for Detecting Health and Safety Hazards

LETTER OF INTENT

MODIFIED WORK PROGRAM

This will confirm our understanding with respect to the development of contract language with respect to a modified work program (MWP) for full-time employees of the City.

A MWP Design Committee will be established as soon as reasonably possible following the release of this arbitration award between the City and the Union.

The Committee will consist of two (2) members appointed by each of the City and Local 416. The Committee may access external experts to assist it in its work if the parties agree. Union members of the Committee will receive their regular rate of pay for time spent in Committee meetings during their regular working hours.

It is recognized that special and different considerations may apply to some aspects of the design in order to address the needs of the employees in each of the separate bargaining units.

The Committee will develop its recommendations for a new MWP and provide them to the City within one hundred and twenty (120) days of the first meeting of the Committee.

LETTER OF INTENT

EMPLOYEE ASSISTANCE SUPPORT PROGRAMS

Letter - EMPLOYEE SUPPORT PROGRAM

The parties agree to negotiate an Employee Assistance Plan during the term of the Collective Agreement. Should the parties be unable to reach agreement, the matter shall be remitted to this Board for determination.

Article 45 - SUPERIOR DUTIES

- 45.01** Reserve.
- 45.02** Whenever an employee is assigned to perform the regular duties of a higher rated classification, he shall be paid the rate of pay for that higher classification which is closest to and higher than the employee's regular rate for the hours worked.
- 45.03** The superior duties provisions shall apply to periods during which the employee is absent on paid leave, on sick pay or paid holidays or on annual vacation, provided such employee has been continuously paid at such alternate rate for at least two (2) months and such qualifying period has not been interrupted by an aggregate of absences on paid leave, sick pay, paid holidays or vacation in excess of fifteen (15) working days prior to such absence on paid leave.
- These provisions shall apply only when the two (2) continuous months service requirement has been fulfilled and such employee is still being paid such alternate rate at the commencement of such absence and such alternate rate will be paid only to the extent that it would have been paid had the employee remained at work.
- 45.04** The employee shall be returned to his former position upon completion of the superior duty assignment.
- 45.05** Reserve.

LETTER OF INTENT**SPECIAL AMALGAMATION IMPACT COMMITTEE**

Both the Union and the City agree that some employees' existing personal or family arrangements for attending at work may be adversely affected by amalgamation. For this reason, we agree to establish a special Amalgamation Impact Committee to assist these employees.

If as a direct result of either the amalgamation or the implementation of our first post-amalgamation Collective Agreement, changes are made in the place of work, hours of work or leave of absence situation applying to an employee before amalgamation and those changes cause hardship by adversely affecting that employee's personal or family arrangements for attending at work, the employee may apply to the Committee for consideration.

The Committee will review all applications it receives and may recommend to the Union and the City appropriate steps to assist the employee, taking into consideration available jobs, work skills, the requirements and efficiency of operations and any cost implications.

The Committee will consist of six (6) members appointed in equal numbers by the Union and the City. In view of the unique nature of its task, the Committee will be provided with the necessary information to perform its functions and special training, if it so requests. Union members of the Committee will receive their regular rate of pay for time spent in Committee meetings during their regular working hours.

LETTER OF INTENT

SCHEDULE 6 AMALGAMATION OF CLASSIFICATIONS

1. The parties agree that with the introduction of new techniques and technologies it is important that advance planning be made to anticipate skills, needs, and training for job classifications affected.

2. Accordingly, when the employer proposes to merge classifications the City shall notify the union six (6) months in advance, and consult with the union with respect to the implementation of such merger.

LETTER OF INTENT

HOUSING

1. Toronto Housing Company employees who are required to live in the project in which they work will be given housing accommodation appropriate to the size of their immediate family subject to the availability of appropriately sized units within the project. It is agreed that no over housed or under housed situation will exist beyond the term of this contract. The Toronto Housing Company will provide one (1) parking space, if required, to each Resident Assistant Superintendent and Resident Superintendent, in a location as determined by the Toronto Housing Company. The Toronto Housing Company will supply the utilities of heat, water, hydro and standard telephone (excluding long distance personal calls).
2. For taxable benefit calculation purposes, the unit rent for a Resident Superintendent or the Resident Assistant Superintendent including utilities and one (1) parking space shall be assessed at the rate of \$300.00 per month for a one bedroom unit, plus \$100.00 per month for each additional bedroom up to a maximum of \$500.00 per month including utilities and one (1) parking space.
3. During the term of this Collective Agreement, employees in the classification Resident Superintendents and Resident Assistant Superintendents who are reassigned to non-resident superintendent positions shall be covered by numbers three (3), four (4) and five (5) of the minutes of settlement dated October 18, 1996 signed between the former Cityhome and the former Metropolitan Toronto Civic Employees' Union, Local 43.

4. Resident Superintendents and Resident Assistant Superintendents shall be on call to cover emergencies on a regularly scheduled basis in their regular work location and when called, shall work as necessary to facilitate or correct the emergent situation.

“Emergency” shall mean fire, flood, mechanical breakdown, power failure, activation of fire alarm system, elevator breakdown, lack of heat, or other situations which can reasonably be determined to adversely affect the life safety of the occupants.

LETTER OF UNDERSTANDING - FULL-TIME RELEASES

Leave of absence with pay, and with no loss of seniority, shall be granted to one (1) full-time Workplace Safety Rehabilitation Representative whose responsibilities will include workplace safety and rehabilitation. The City and the union shall share equally in the costs associated with such leave.

LETTER OF INTENT**JOB EVALUATION**

1. The parties agree to constitute a committee to establish a new job evaluation program.
2. The Committee shall consist of ten (10) persons, five (5) persons appointed by Local 416, and five (5) persons appointed by the City. Local 416 appointees to the Committee shall receive their regular rate of pay for time spent in carrying out the Committee's responsibilities during their regular working hours.
3. In the event that the parties are not able to reach agreement on the content and/or implementation of the new job evaluation program, the matter shall be referred to arbitration.

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ISSUES REFERRED BACK TO PARTIES

1. Plant Technician
2. Meal Allowance
3. Ambulance Services Division

The Board remains seized in respect of these issues. If unresolved, these matters are to be remitted back to the Board within sixty (60) days of the release of the award, unless otherwise agreed.

SCHEDULE 3**SHORT TERM WAGE PROTECTION PLAN (1/1/4) (FORMER ETOBICOKE)**

- 1.01 No claim for sick leave will be entertained for sickness of an employee occurring outside the Province of Ontario until the employee returns to the Province and provides medical evidence satisfactory to the Employer concerning the period for which sick leave payment is claimed. In the event that the employee is unable to return to the Province, application for sick leave shall be entertained by the Human Resources Division. Such leave shall not be unreasonably withheld.
- 1.02 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:
- Wage coverage from the first day of absence when medically verified that the employee is hospitalized.
 - Wage coverage from the first day of absence when an employee sustained a non-compensable, medically verified, injury.
 - Wage coverage from the fourth day of absence, if due to a certified illness.
- 1.03 All employees covered by the 1/1/4 plan, provided they have in excess of one (1) year of seniority on January 1, will be provided with five (5) paid days to offset the waiting period. Employees with less than one year of seniority will be credited with these days the following January. These days will not carry over from year to year.
- 1.04 The 1/1/4 plan will provide up to six months wage protection for each separate medically certified non-occupational illness/injury.

- 1.05 Should an employee return to work from a non occupational illness/injury and within twenty (20) consecutive working days, suffer a reoccurrence **as** defined by the employee's medical physician, such an occurrence will be deemed to be as if this employee had been **off** on the first absence. Total coverage shall not be greater than the total of the first absence **and** reoccurrence up to a maximum of six **(6)** months.
- 1.06 In the event the employee returns to work **for** more than twenty (20) consecutive working days, and again is absent, the absence will be treated as an "unrelated absence."
- 1.07 The Employer agrees to pay **any** employee the costs for a medical examination for the purposes of maintaining a Class "A" License provided that the costs of this are not covered by any other insurance plan. The employee will be required to produce an appropriate billing from the medical examination before reimbursement is made.
- 1.08 This Schedule applies to all former Etobicoke employees who, as **of** the date of ratification of this Agreement, are enrolled in the former Etobicoke Short Term Wage Protection Plan (1/1/4).

SCHEDULE 4**SHORT TERM DISABILITY PLAN (FORMER YORK)**

- 1.01 All employees are provided with seven (7) incidental days which are non-cumulative and reinstated each year.
- 1.02 All employees with three (3) months' service are provided with income protection for a full twenty-six (26) weeks. This coverage ranges from seventy-five per cent (75%) to one hundred per cent (100%) of salary based on length of service.
- 1.03 An employee with less than ten (10) years' service, who elected to be covered under the Short Term Disability Plan, would be covered as follows:
- a) Sick leave credits are frozen and are held until the employee completes ten (10) years of continuous service.
 - b) Upon completion of ten (10) years' continuous service, up to one hundred and thirty (130) days become vested and will be paid out at 100% of current salary upon resignation, retirement or death.
 - c) Upon the completion of ten (10) years' continuous service, any accumulated sick days of one hundred and thirty-one (131) or over will be paid out at 2/3 of current salary rates.
- 1.04 An employee with ten (10) years' service or more, who elected to be covered under the Short Term Disability Plan, would be covered as follows:
- a) Sick leave credits are frozen.
 - b) Sick leave credits of 131 days and over are paid out according to the pay-out schedule.

- c) Sick leave credits up to 130 days will be paid at 100% of current salary upon resignation, retirement or death.

1.05 SHORT-TERM DISABILITY PLAN

The Short-Term Disability Plan has two parts which provide all employees with three (3) months service with income security in case of illness or disability. The two parts of the Plan work together to ensure that all employees, including those with limited service in the City, have income protection for twenty-six (26) weeks. This would include coverage of more than one instance of the same illness in one (1) year. The key features are as follows:

a) PART A

Seven (7) incidental sick days are not cumulative and are reinstated every year on January 1st (pro-rated during 1st calendar year of employment).

- i) These days are to be used for illness or disability of no more than two (2) consecutive days.
- ii) **If** more than two (2) days are required for an illness/disability, the employee's coverage shifts completely to Part B.

b) PART B

Coverage of 26 weeks (as outlined below) for employees starting after completion of three (3) months' service and is reinstated in full each year on January 1st.

- i) ~~Part~~ B automatically applies for any illness/disability of three (3) days or longer.

- ii) Each year, Part B will provide complete coverage for the first three (3) illnesses/disabilities of more than two (2) days. On the fourth or subsequent use, within a given year, the Part B coverage commences on the third day. An employee may use the incidental days as outlined in ~~Part A~~ to cover the first two (2) days provided they have not already been used.

c) SCHEDULE

	<u>100% REGULAR SALARY FOR</u>	<u>75% REGULAR SALARY FOR</u>
3 months but less than 1 year	1 week	25 weeks
1 year but less than 2 years	2 weeks	24 weeks
2 years but less than 3 years	5 weeks	21 weeks
3 years but less than 4 years	7 weeks	19 weeks
4 years but less than 5 years	9 weeks	17 weeks
5 years but less than 6 years	12 weeks	14 weeks
6 years but less than 7 years	15 weeks	11 weeks
7 years but less than 8 years	18 weeks	8 weeks
8 years but less than 9 years	21 weeks	5 weeks
9 years but less than 10 years	24 weeks	2 weeks
10 years or more	26 weeks	

1.06 Employees who have frozen sick leave credits of 130 days or less, and have used their 26 weeks Short-Term Disability coverage, may upon individual application, utilize these banked sick leave credits for additional sick coverage.

1.07 Employees who elected to be covered under the Short-Term Disability Plan will be covered as follows:

- a) Sick pay credits accumulated until July 31st, 1982, are eligible for pay-out.
- b) Sick pay credits for August 1st to the 6-month period following ratification by both parties, are accumulated to be used for illness or disability only.
- c) As of the date of selection, employees will be provided with incidental days on a pro-rated basis.

1.08 TEMPORARY AND STUDENT EMPLOYEES

- (a) Temporary Employees and Student Employees shall be entitled to have one (1) day's Sick Pay posted to their credit on the last day of each month, commencing with the end of the first month in which they become employed by the Corporation.
- (b) Temporary Employees who have completed one (1) period of temporary employment (7 months) hired thereafter for a stated term of seven (7) months or more may elect coverage under the provisions of the Short-Term Disability Plan on the basis of two-thirds (2/3) of the benefits provided.

1.09 PAY-OUT FOR SICK LEAVE CREDITS OVER 130 DAYS

- (a) Those with ten (10) years' service and over 130 days accumulated sick leave credits:

The sick leave credits of over 130 days will be paid out at 2/3 of current salary as follows: (Employees can elect either Option A or Option B.)

OPTION A

- i) On December 1st, 1982 - \$2,500.00 and under

OR

1/3 of the total amount owing (whichever is greater)

ii) On December 1st, 1983:

1/2 of the remainder owing at the rate of pay in effect on December 1, 1983.

iii) On December 1, 1984:

remainder owing at the rate of pay in effect on December 1, 1984

OPTION B

- a) The sick leave credits over 130 days can be held to be paid out upon termination, death or retirement at the rate of pay in effect at that time.
- b) For employees with less than ten (10) years' service, and over 130 days accumulated sick leave credits, the amount owing for the 131st day and over will be paid out upon completion of ten (10) years' continuous service at 2/3 of the rate in effect at that time.

1.10 This Schedule applies to all former York employees who, as of the date of ratification of this Agreement, are enrolled in the former York Short Term Disability Plan.

MEMORANDUM ITEM ONLY

September 14, 1999

Brian Cochrane, President
Toronto Civic Employees' Union, Local 416
1170 Sheppard Avenue West, Unit #3
Toronto, Ontario M3K 2A3

Dear Mr. Cochrane

Re: Plant Technician

This is to confirm our agreement that the rate of pay for the position classification of Plant Technicians will be \$21.62. It is understood by the parties that the negotiated wage increases shall apply to the above-noted rate. The Union agrees on a without precedent and prejudice basis to withdraw the policy grievance with respect to the wage rates.

Yours truly,

Harold M. Ball
Director Employee and Labour Relations

MEMORANDUM ITEM ONLY

September 4, 1999

Brian Cochrane, President
Toronto Civic Employees' Union, Local 416
1170 Sheppard Avenue West, Unit #3
Toronto, Ontario M3K 2A3

Dear Mr. Cochrane:

This will confirm that ill dependent leave is not to be included in calculating occasions of absence or number of days absent under City of Toronto absenteeism monitoring guidelines.

Yours truly,

Harold M. Ball
Director, Employee and Labour Relations

MEMORANDUM ITEM ONLY

September 4, 1999

Brian Cochrane, President
Toronto Civic Employees' Union, Local 416
1170 Sheppard Avenue West, Unit #3
Toronto, Ontario M3K 2A3

Dear Mr. Cochrane:

This will confirm that stepfathers, stepmothers, stepsons, stepdaughters, stepbrothers and stepsisters are included in the relatives listed in the bereavement leave provisions of Article 25.01 (a).

Yours truly,

Harold, M. Ball
Director, Employee and Labour Relations

MEMORANDUM ITEM ONLY

Letter to: Brian Cochrane

From: M. Garrett

RE: Administrative and Underwriting services for Employee Benefits

Dear Mr. Cochrane:

Further to your discussion with Mr. Harold Ball, this letter will hereby confirm that City Council at its meeting on July 6, 7 and 8, 1999, adopted the following recommendations:

“It is recommended that :

(1) a working group, comprised of the following, be established to develop Terms of Reference and a process for the selection of a benefits carrier for City of Toronto employees:

- two members of Council to be appointed by the Mayor
- the Chief Financial Officer and Treasurer;
- representatives from the office of the Chief Administrative Officer
- one representative each from the following organisations:
 - Local No. 79
 - Local No. 416
 - the City of Toronto Administrative, Professional and Supervisory Association Incorporated (COTAPSAI); and
 - the Toronto Firefighters’ Association:

(2) the working group be requested to submit its report to the Administration Committee within three months time; and

(3) in the interim, the existing benefits administration contracts continue.”

With respect to recommendation (1) above, would you please advise me of the name of your representative to the working group.

Thank you.

Yours truly,

M. Garrett

Chief Administrative Officer

MEMORANDUM ITEM ONLY

June 7, 2001

Brian Cochrane, President
Toronto Civic Employees' Union, Local 416
1170 Sheppard Avenue West, Unit #3
Toronto, Ontario M3K 2A3

Dear Mr. Cochrane

Re: Selection of Insurer

This will confirm our undertaking that, unless otherwise agreed, the current insurer will remain in place for the duration of this Agreement, and for however long this Agreement remains in force and effect by operation of law.

Yours truly,

Harold M. Ball
Director Employee and Labour Relations

SCHEDULE "A" WAGES

All outstanding issues with respect to Schedule "A" have been referred to the Harmonization process and any issues regarding classifications contained in Schedule "A" shall also be dealt with part of the Harmonization process.

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