

**T.C.E.U. – LOCAL 416 COLLECTIVE AGREEMENT (OUTSIDE DIVISION)**

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**THIS COLLECTIVE AGREEMENT IS 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.**

**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 16<sup>th</sup> 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 work on a special project or undertaking;
  - ii) to work on a seasonal basis to meet seasonal needs;
- 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 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 21. 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.

**2.06** Unless otherwise specified in this agreement, no employee shall be required or permitted to make written or verbal agreements with the employer which would conflict with the collective agreement.

**LETTER OF INTENT**

**TEMPORARY EMPLOYEES**

This will confirm our understanding with respect to temporary employees who have not been appointed to a permanent position.

As soon as reasonably possible following the issuance of the award, 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.

Upon completion of the review, any temporary employee who has been continuously employed 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 issuance of the award, a temporary employee has been continuously employed for longer than one (1) year, the status of the position will be reviewed with the Union and the City. If the City intends to continue to fill the position and it does not fall within the meaning of Article 2.02(b), the position will be posted as a permanent position in accordance with the Collective Agreement.

As soon as possible following the issuance of the award, 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.

**LETTER OF INTENT**

**TRILATERAL FORUM – OVERLAPPING BARGAINING UNIT POSITIONS/DUTIES**

The parties agree to establish a Trilateral Forum to include Local 416, Local 79 and the City, for the purpose of discussing and resolving the matter of positions/duties that overlap between the bargaining units.

Should the parties be unable to resolve these matters through this forum, they shall refer the disputes to Mediator/Arbitrator Tim Armstrong for resolution.

**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 20 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)** A leave of absence, with pay and benefits, shall be granted to one (1) representative of the

Union to attend to responsibilities related to the City's Occupational Health and Safety Program.

- 3.11(b)** Leave of absence with pay and benefits 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.

**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/selected 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/selected 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 3.09, 3.11, 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. The list shall include the classifications of employees.

**LETTER OF INTENT**

**PROVISION OF EMPLOYEE/EMPLOYMENT INFORMATION**

The City agrees to provide the Union with a report containing the addresses and home phone numbers of Local 416 employees at least two (2) times per year. The parties agree to meet promptly to determine the timing and frequency of these reports.

The City agrees to provide the Union with a monthly report listing promotions, demotions, hirings, layoffs, recalls, transfers and terminations of employment for which a Termination Reason for Action exists (for example, resignations, retirements, deaths).

**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, 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.

**LETTER OF INTENT**

**MALE/FEMALE WASHROOMS/CHANGE ROOMS**

The parties agree to meet within two (2) months of the date of issuance of the interim award to identify and make recommendations with respect to concerns relating to male and female washrooms and change rooms in work locations.

**Article 7 – WAGES****MEMORANDUM ITEM**

1. Effective January 1, 2002, increase all rates for classifications payable on December 31, 2001, by three percent (3%);
2. Effective January 1, 2003, increase all rates for classifications payable on December 31, 2002, by three percent (3%)
3. Effective January 1, 2004, increase all rates for classifications payable on December 31, 2003, by three percent (3%)
4. An increase of two percent (2%) for each of the years 2002, 2003 and 2004 with retroactivity to January 1, 2002, to all paramedic classifications in addition to the 3% general wage increase.
5. Subject to paragraph 7, by November 21, 2002, or as soon as reasonably possible following issuance of the Mediator-Arbitrator's Interim Award (dated October 22, 2002) said wage increase shall be implemented and each active employee shall receive retroactive pay on 2002 earnings less statutory deductions required by law and union dues;
6. Subject to paragraph 7, by December 19, 2002, or as soon as reasonably possible following issuance of the Mediator-Arbitrator's Interim Award (dated October 22, 2002), the City shall transmit retroactive pay on 2002 earnings less statutory deductions required by law and union dues to all employees who left the employ of the City between January 1, 2002, and the issuance of the Mediator-Arbitrator's Interim Award. For the purposes of clarification, all employees who have left for whatever reason, including employees who may have been laid off between January 1, 2002, and November 21, 2002, shall be eligible for retroactive pay on all hours worked.
7. The entitlement to payment outlined in paragraphs 5 and 6, shall not apply to employees who were found to be above the harmonized rate, as set out in the Mitchnick Harmonization Award.

8. Employees who were "red-circled" as a result of the Mitchnick award who are above the harmonized rate shall continue to have their wages "red-circled" until they meet the amalgamated classification harmonization rate.

- 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 three (3) working days of the pay date for the bi-weekly 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.

It is agreed and understood that the calculation of such hours shall include overtime hours.

**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** All employees in the Union shall be paid on a uniform bi-weekly basis.



**LETTER OF INTENT**

**LABOURER 3**

The parties agree to the following settlement with respect to the Labourer 3 classification:

1. Effective December 31, 2004 the classification of Labourer 3 shall be deleted from the Collective Agreement.
2. All grievances related to students in the Labourer 3 classification performing work in a higher rated classification shall be withdrawn.
3. The City agrees that the number of employees in the classification of Labourer 3 (students) for the years 2003 and 2004 will not exceed 130 for each year. Effective December 31, 2004 the classification will be deleted.
4. After December 31, 2004 students may be hired in accordance with the provisions of 2.02 (b) and the provisions of the Collective Agreement shall apply. For clarification in the event that the City hires students, their wage rates shall be the rate of the classification into which they are hired.
5. This agreement shall not form part of the total compensation package related to 2002 negotiations.
6. The rate of the Labourer 3 (students) shall be:
  - Effective January 1, 2002 existing rate plus \$300.00 lump sum payment, less statutory deductions and Union dues ;
  - Effective January 1, 2003 \$14.00 per hour (inclusive of General Wage Increase);
  - Effective January 1, 2004 \$15.00 per hour (inclusive of General Wage Increase);
  - Effective January 1, 2005 Labourer 2 Rate.

**LETTER OF INTENT**

**PROFESSIONAL AND/OR LICENSE FEES**

The City shall continue to pay for professional and/or license and/or fees for employees where it is currently the practice to do so.

In addition, the parties agree to meet during the term of the Collective Agreement to review such practices and to develop a consistent procedure for positions within the bargaining unit.

**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 of 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.

**LETTER OF INTENT****JOB EVALUATION –SKILLED TRADES**

The parties agree that once the job evaluation program has been agreed to by the parties, including all terms of reference, the first jobs to be rated and addressed will be skilled trade jobs. It is understood that nothing in this letter shall diminish the rights of the parties to arbitrate content or implementation of the job evaluation program as set out in paragraph #3 of the Burkett-awarded Letter of Intent regarding Job Evaluation (November 2001).

**LETTER OF INTENT**

**JOB EVALUATION COMMITTEE**

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.

**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 Article 12.

**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, provided lieu time accumulated for both overtime work and work on designated holidays as provided in Article 12.02 (Designated Holidays) does not exceed ninety-six (96) hours at any one time. The ninety-six (96) hours is replenishable.

**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 numbers 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 twenty four (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 numbers 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.

**LETTER OF INTENT**

**OVERTIME ASSIGNMENT – SANITATION/COLLECTIONS**

In the event there are not sufficient numbers of employees who accept overtime, in order to meet the requirements of the employer, it may assign employees to work overtime in the reverse order of seniority. Employees, who have worked overtime, will have the option of not working overtime on a second consecutive day. Should an employee exercise his right to refuse overtime on a second consecutive day, the employer may assign the overtime to the next senior employee(s) as required.

This proposal shall be effective thirty (30) days following issuance of the interim award.

**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.

**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.

**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.

**Article 10 - SHIFT BONUS**

**10.01(a)** For the period ending September 2, 2002, 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 the morning of the next following day.

Effective September 3, 2002, the shift bonus will be increased to seventy cents (70¢) per hour.

Effective January 1, 2003, the shift bonus will be increased to seventy-five cents (75¢) per hour.

**10.01(b)** For the period ending September 2, 2002, each employee of the City 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.

Effective September 3, 2002, the shift bonus will be increased to seventy cents (70¢) per hour.

Effective January 1, 2003, the shift bonus will be increased to seventy-five cents (75¢) per hour.

**10.01(c)** For the period ending September 2, 2002, each employee of the City 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.

Effective September 3, 2002, the shift bonus will be increased to seventy cents (70¢) per hour.

Effective January 1, 2003, the shift bonus will be increased to seventy-five cents (75¢) per hour.

- 10.01 (d)** For the period ending September 2, 2002, 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-end/shift premium of \$1.26 per hour for all regular hours worked on such scheduled shift. The week-end/shift premium shall be in lieu of the provisions of Articles 10.01 (a), (b) and (c).

Effective September 3, 2002, the shift bonus will be increased to one dollar and forty cents (\$1.40 ) per hour.

Effective January 1, 2003, the shift bonus will be increased to one dollar and fifty cents (\$1.50) per hour.

**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 the first month of natural 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 AND STATUTORY 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.
- 12.01(c)** An employee whose scheduled work week is Monday to Friday shall be compensated for all holidays referred to in 12.01(a) or observed in accordance with 12.01(b), as the case may be, but not both, as follows:
- (i)** if the employee does not work on the designated holiday, the employee will be paid for a full day at his regular rate of pay;
  - (ii)** if the employee works on a designated holiday, the employee will be paid 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)** be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor.

FOR CLARITY – In order to be considered a Monday to Friday worker, the majority of the employee's regularly scheduled hours of work for the Monday shift must fall after 12.01 a.m. on Monday and for the Friday shift must fall before 11:59 p.m. on Friday.

- 12.02(a)** When a holiday, as referred to in Article 12.01(a) falls on a Saturday or Sunday employees



who work any other shift other than Monday to Friday shall observe the holiday as it falls and shall be compensated as set out below:

- (i) if the employee does not work on the actual holiday, the employee shall be paid for a full day at his regular rate of pay.
- (ii) if the employee works on the actual holiday, the employee will be paid two (2) times his regular rate of pay for the time so worked and in addition shall either:
  - (A) be paid for the full day at his regular rate of pay, or
  - (B) be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor.

**12.02(b)** When a holiday, as referred to in Article 12.01(a), falls on Monday, Tuesday, Wednesday, Thursday or Friday, employees who work any other shift than Monday to Friday shall observe the holiday as it falls and shall be compensated as set out below:

- (i) if the employee does not work on the actual holiday, the employee shall be paid for the full day at his regular rate of pay.
- (ii) if the employee works on the actual holiday the employee will be paid two (2) times his regular rate of pay for the time so worked and in addition shall either:
  - (A) be paid for the full day at his regular rate of pay, or
  - (B) be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor.

**12.03** Requests for the lieu time shall not be unreasonably denied.

**12.04** Should a holiday referred to in Article 12.01(a) fall on an employee's regularly scheduled

day off, the employee shall be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor or be paid his regular rate of pay for the day.

**12.05(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 selected by the employee and such request shall not be unreasonably withheld.

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

**12.06** 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-two (22) years service – six (6) weeks vacation.

(v) following completion of thirty years service – seven (7) weeks vacation in the thirtieth (30<sup>th</sup>) 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 1<sup>st</sup> 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.

- 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 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.
- 13.07** 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**

**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.



**LETTER OF INTENT**

**GRANDPARENTING OF EMPLOYEES WITH 4 WEEKS VACATION**

Employees of the former City of York who as of October 5, 1999 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 October 5, 1999, 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** Each employee shall receive a sick pay credit of one and one-half (1 ½) days for each month of “unbroken” service with the City, as defined in Clause 14.05 such credit to be cumulative.
- Note: Any suspension of ten (10) days or less shall not be considered broken service.
- 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 four (24) consecutive working days shall furnish immediately following such twenty four (24) days, and each subsequent twenty four (24) consecutive days of absence, a certificate from his 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 dependants. Such absence shall be deducted from the employee's bank of accumulated sick credits and shall not be considered as breaking a month's service.
- 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 every employee, 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.

Column 1	Column 2
<u>Service Requirement</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 of October 5, 1999, were eligible for a sick pay gratuity payout upon the completion of seven (7) years of service shall continue to be covered by those provisions for the term of the Collective Agreement, 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 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 FOR FORMER CITY OF YORK**

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 31<sup>st</sup>, 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**

- 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 out 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 common-law spouse and 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)

**Benefits Book**

- 16.01(e)** The City will provide each employee a copy of the benefit plan book and shall provide updates when they occur. The City shall provide Local 416 with a copy of the benefit plan book and updates for proofreading and comments prior to its distribution to employees.

**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. Effective January 1, 2003 increase maximum to twenty thousand dollars (\$20,000) for every three (3) benefit years
- 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 fifty dollars (\$250) per person per benefit year and an overall maximum of one thousand dollars (\$1,000) per person combined per benefit year. Effective January 1, 2003 services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or masseur (after OHIP ceases to pay for treatment) to a maximum of two

hundred and fifty dollars (\$250) per person per benefit year and an overall maximum of one thousand dollars (\$1000) per person combined per benefit year.

- Effective November 5, 2002, services of a licenced or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per person 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. Effective January 1, 2003, up to two hundred and fifty dollars (\$250) per person. Effective January 1, 2004, up to two hundred and seventy-five dollars (\$275) per person.
- Hearing aids to a maximum of five hundred dollars (\$500) per person per benefit year. Effective January 1, 2003 hearing aids including repairs and batteries to a maximum of one thousand and six hundred dollars (\$1600) per person for every three (3) benefit years.
- Effective January 1, 2003 coverage for one (1) Prostate Specific Antigen (PSA) test or one Ovarian Screening Test (CA125II) per person per benefit year to a maximum of thirty dollars (\$30) per year per person.
- 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 one hundred percent (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, scaling and cleaning, topical fluoride solution treatment, 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, including space maintainers for missing primary teeth
- Administration of antibiotic drugs by attending dentist.



Fifty percent (50%) major restorative procedures, sixty percent (60%) dentures – to a maximum of two thousand dollars (\$2,000) per person per benefit year: Effective November 5, 2002 – sixty percent (60%) major restorative procedures, seventy percent (70%) dentures – to a maximum of two thousand dollars (\$2,000) per person per benefit year; and effective January 1, 2003 to a maximum of three thousand dollars (\$3,000) per person per benefit year; and effective January 1, 2004, to a maximum of four thousand dollars (\$4,000) per person per benefit year:

- Major restorative procedures, such as inlays, on-lays, gold fillings, crowns, repair and re-cementing 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: Effective November 5, 2002, fifty percent (50%) – to a lifetime maximum of four thousand dollars (\$4,000) 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, in the amount of five thousand dollars (\$5,000) which amount shall be increased effective January 1, 2004 to two times (2x) the employees annual salary for each such employee covered by such insurance, and the City shall pay one hundred percent (100%) of the premium(s) for such insurance chargeable in respect of each such employee covered thereby.

**16.04(b)** Prior to January 1, 2004, 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 (including employees of the former SPUC), 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. Effective January 1, 2004, these grandparenting provisions will expire, at which time all employees will be provided with coverage of two (2) times their annual salary in accordance with Article 16.04(a) above.

### **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 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.

**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 twenty-six (26) bi-weekly pay periods in accordance with clause 16.01(c).

**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.

#### **Accidental Death and Dismemberment Insurance**

**16.07** Effective November 5, 2002, the City shall provide, for all employees, by contract with an insurer selected by the City, Accidental Death and Dismemberment Insurance, based on an amount equal to two (2) times the employee's annual salary rounded to the next higher \$1,000 if not a multiple thereof. The City shall pay one hundred (100%) of the premiums.

**16.08** 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.

**16.09** 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.

#### **Benefits Monitoring Committee**

**16.10** A Benefits Monitoring Committee shall be established consisting of up to four (4) representatives from each of Local 416 and the City. This Committee shall be jointly chaired by the Director, Pension, Payroll and Employee Benefits, and the President of Local 416, or their designates.

The objective of the Committee will be to address issues of concern arising out of the

administration of the benefit plan including the review of any special circumstances where employees incur extraordinary expenses within the parameters of the plan and to review the plan and, if the parties both agree, to make joint recommendations regarding the plan so as to ensure that it meets the needs of Local 416 and the City.

The Committee shall meet at the request of either party.

**LETTER OF INTENT**  
**SELECTION OF INSURER**

Mr. Brian Cochrane  
President, T.C.E.U. , Local 416, C.U.P.E.  
386 Ontario Street  
Toronto ON M5A 2V7

Dear Mr. Cochrane:

This will confirm our undertaking that, in the event there is a change of insurer during the term of this collective agreement, the City undertakes to conduct meaningful discussions with Local 416 in the selection of any new insurer.

Yours truly,

(signed)

Bill Adams

Director, Employee & Labour Relations

**MEMORANDUM ITEM ONLY**

The working group as described in the Garrett memorandum is continued, with the same mandate:

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

**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 (65<sup>th</sup>) 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 (65<sup>th</sup>) 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 (65<sup>th</sup>) birthday, said employee's spouse (insured at the time of death) and as defined in clause 16.01(d) and eligible dependants as defined in clause 16.01(d) shall continue to be covered by said benefits with the exception of those benefits provided under clause 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.

FOR CLARITY – (Insured at time of death) means the spouse covered by the employee's benefit plan at the time of the employee's death will continue to receive the benefits as opposed to the spouse at the date of the employee's retirement (if they are different).

- 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). Effective November 5, 2002 the insurance policy shall be increased to five thousand dollars (\$5,000).
- 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. 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 Division unless otherwise indicated;

**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 Division. 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 Executive Director of Human Resources shall provide a list of candidates resulting from each Job Call ranked in order of standing.
- 19.05(b)** (i) With the exception of the jobs identified below, selection to jobs within the bargaining unit shall be on the basis of "senior qualified".

Promotion from paramedic level 1 to paramedic level 2 and from paramedic level 2 to paramedic level 3 shall be on the basis of "senior qualified".

- (ii)** Selection to the jobs listed below shall be on the basis of qualifications and suitability for the position, with seniority the determining factor where two or more candidates are relatively equal:

Ambulance Liason Officer  
 Animal Care and Control Officer 1  
 Building Maintenance Coordinator  
 Communications Dispatch Clerk 1  
 Critical Care Transport Paramedic  
 Field Investigator – Roads  
 Inspector  
 Leadhand  
 Maintenance Mechanic Foreperson  
 Marine Engineer 1  
 Nursery Technician  
 Provincial Offences Officer - Forestry  
 Subforeperson - Equipment  
 Subforeperson - Forestry  
 Subforeperson – Mel Lastman Square  
 Tree Nursery Technician

- (iii)** The City shall designate any new or revised job as falling within either (i) or (ii) above, subject to the right of the Union to grieve the inclusion of a job in (ii) that does not require the incumbent to either;
- (a)** have as a primary function the supervision of other employees in their work including the allocation of time or resources or the prioritizing of tasks.
  - (b)** have as a primary function contact with the public in resolving public complaints and/or concerns
  - (c)** have as a primary function contact with contractors and other third parties.

**Reversion**

- 19.06(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.
- 19.06(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.
- 19.06(c)** Should a reversion be necessary or requested by the employee, 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.
- 19.06(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.
- 19.07** 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 - DISCIPLINE, SUSPENSION AND DISCHARGE**

- 20.01** 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.
- 20.02** 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.
- 20.03** 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.
- 20.04** The City shall forward a copy of any letter of discharge to both the Recording Secretary of the Union and the Chief of Stewards.
- 20.05** Where a discussion as defined in clause 20.01 or 20.03 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.

**20.06**

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 21 - GRIEVANCE PROCEDURE**

- 21.01** The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.
- 21.02** Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 21.03** For the purposes of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 21.04** 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.
- 21.05** 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 22.07-Mediation) shall be without loss of pay.
- 21.06** 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.

**21.07** 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**

**21.08** 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**

**21.09** 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**

**21.10** 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**

**21.11** 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**

**21.12** 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**

**21.13** 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.

### **LETTER OF INTENT**

### **PAYMENT OF GRIEVORS AT STEP III AND AT ARBITRATION**

This will confirm our agreement that the City will permit the grievor(s) to attend at Step Three grievance hearings and arbitration hearings without loss of pay or benefits.

The Union reserves the right to use subpoenas to require its members to attend as witnesses at arbitration. However, the Union will not require the City to pay the wages for these witnesses under Article 24.02 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 21 (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.



**LETTER OF INTENT**  
**MEDIATION**

In an attempt to clear up the backlog of grievances and reduce the number of grievances going to arbitration, the Union and the City agree to use the services of mediators. Mediation shall be scheduled two times in a calendar month until the backlog of grievances has been addressed either through settlement or referral to arbitration.

The parties will agree to the appointment of at least two (2) mediators by September 9, 2002.

At the end of six (6) months after the appointment of such mediators, the parties shall meet to discuss the process. At that time, the process may be extended by mutual agreement or either party may terminate this Letter.

**Article 23 - SUPERIOR DUTIES**

- 23.01** Where a temporary vacancy occurs as a result of:
- (i) an absence of an employee who is absent for any reason and it is determined that the vacancy is to be filled, or
  - (ii) to meet unexpected workload demands,
- such vacancy shall be offered immediately to the senior qualified person in a lower-rated position within the work location. If no qualified employee is available in the work location, then the offer shall be made to the senior qualified person in the section concerned.
- 23.02** Whenever an employee is assigned to perform the work of a higher-rated classification, he shall be paid the rate of pay for that higher-rated classification. Where incremental steps exist, the employee shall be paid an increase of at least sixty-five cents (\$0.65) per hour or the next higher incremental step, whichever is greater.
- 23.03** 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.
- 23.04** The employee shall be returned to his former position upon completion of the superior duty assignment.
- 23.05** This Article shall not be used to avoid the posting provisions under Article 19. At the point in time that it is reasonably anticipated that the absent permanent employee will not return,

the City must decide whether the position is to continue and if so post it under Article 19. The employee performing superior duties under this article shall remain in the position until a new incumbent is confirmed.

**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, common law spouse, same-sex partner, stepfather, stepmother, stepson, stepdaughter, stepbrother or stepsister 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).
- 24.01(d)** Notwithstanding 24.01(a), (b) and (c), where an employee suffers a bereavement during a period of scheduled vacation, he/she may request that bereavement leave be substituted for vacation and such bereavement leave shall be governed by the provisions of this clause.

**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 Article 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 employment 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 ensure that those people presently participating in pre-paid leave plans with predecessor employers shall be permitted to conclude such participation in the plan in which they are participating. The City will ensure that any City policy concerning a prepaid leave plan, as it may be amended from time to time, is accessible to employees in the 416 unit.

FOR MEMORANDUM PURPOSES ONLY: A copy of the prepaid leave plan (Earned Deferred Leave) as amended will be attached to this memorandum of agreement.

## Article 25 - TRANSPORTATION

### **Use of Personal Vehicle**

**25.01** Except where the use of a personal vehicle is a bona fide requirement of the job and is included in the job description, employees shall not be required to use their own vehicles on City business.

An employee shall be made aware of this requirement at the time of hiring. In addition, liability and safety issues shall be discussed at the time of hiring. For the purposes of clarity, an employee in a classification where the use of a personal vehicle is not a bona fide requirement of the job as of November 5, 2002, shall not be required to use his/her personal vehicle while in the classification.

### **Mileage Allowance**

**25.02** Whenever an employee is required and/or authorized to use his automobile on the business of the City, in accordance with the provisions of Article 25.01, the City shall pay to such employee, effective January 1, 2002, an allowance of forty-two cents (42¢) per kilometre actually travelled in the course of transacting the business of the City. This allowance shall be increased to forty-four cents (44¢) per kilometre effective January 1, 2003, and to forty-six cents (46¢) per kilometre effective January 1, 2004.

### **Parking Costs**

**25.03** An employee who is required and/or authorized to use his automobile on business of the City shall be reimbursed for parking costs incurred in the course of conducting such business.

**Transporting Other Employees**

- 25.04** No employee shall be required to transport other employees, City machinery or equipment. Employees may be required to transport their personal tools only.

**Payment of Allowance**

- 25.05** The allowances set out in 25.02 shall be paid to an employee authorized to use his automobile, in accordance with the provisions of Article 25.01, 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.

**Keele Valley/Pickering Work Locations**

- 25.06** Notwithstanding clause 25.02, the existing practice with respect to travel allowance for employees working at the Keele Valley and Pickering work locations as of October 5, 1999, shall continue, with the rate as determined in Article 25.02.

**Public Transportation**

- 25.07** 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 token/tickets for that purpose.
- 25.08** Upon request, the City will provide a T2200 for eligible employees who have received a per-kilometer allowance in accordance with the provisions of Articles 25.02, 25.05 or 25.06.

**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 November 20, 2001, 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 39;
  - (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 Article 29.
- 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 November 20<sup>th</sup>, 2001. 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 November 20, 2001, 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 Article 27.06, any employee placed outside the bargaining unit through a 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****Notice**

**28.01(a)** In the event of the proposed displacement of a permanent employee resulting from:

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

The City shall:

- (i) provide the Union with no less than three (3) months of written notice, and;
- (ii) provide the affected employee(s) with no less than two (2) months of written notice of displacement.

No further notice to the Union would be necessary until all affected members have been redeployed under the initial notice given to the Union.

**28.01(b)** The City agrees to notify the Union in writing three (3) months in advance of any additional contracting out of work, other than work that is presently contracted out.

**28.01(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.

**Joint Committee – Contracting In**



**28.02** The Union and the City shall establish a joint committee to review all operations and services for the purpose of contracting in wherever feasible.

**Joint Redeployment Committee**

**28.03(a)** The Joint Redeployment Committee will meet not later than two (2) weeks after the notice referred to in 28.01 and will meet thereafter as frequently as necessary. The Joint Redeployment Committee shall be comprised of equal numbers of representatives from the Union and the City. The number of representatives will not exceed five (5) for each party.

**28.03(b)** Meetings of the Joint Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the City at the appropriate rate of pay.

**28.03(c)** Each party shall appoint a Co-Chair for the Joint Redeployment Committee. Co-Chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

**Mandate of the Joint Redeployment Committee**

**28.04** The mandate of the Joint Redeployment Committee is to:

- (1) Review the proposed plan
- (2) Identify vacant positions in the City or positions which are currently filled but which will become vacant within a twelve (12) month period;
- (3) Identify all the superior duties in the area where the reorganization will occur, and determine if a vacancy exists;
- (4) Identify the retraining needs of workers and recommend appropriate training.
- (5) the City will offer vacant positions to employees who are or would otherwise be displaced, in order of seniority if, with the benefit of up to one month's retraining, (in accordance with article 28.11 ) an employee would be able to perform the work of the job, with extensions on a case-by-case basis as determined by the redeployment committee.

**Disclosure**

**28.05** The City shall provide to the Joint Redeployment Committee all pertinent staffing and financial information.

**Redeployment Process**

**28.06(a)** An employee who is displaced or whose position is eliminated in accordance with 28.01 will be placed in an alternate position if the employee is able to perform the work.

The affected employee may, elect either:

- (i) to fill a vacant position at a comparable classification; or
- (ii) to displace the employee who has the least bargaining unit seniority in a position at the same classification in the location selected by the affected employee.

**28.06(b)** Where such a vacancy or position is not available, the affected employee may elect either:

- (i) to fill a vacant position at a lower classification or ;
- (ii) to displace the employee with the least bargaining unit seniority in a position at a lower classification in the location selected by the affected employee.

**28.06(c)** Notwithstanding the above, where a vacancy in a lower classification exists within the employee's district for which the employee is able to perform the work, the employee may elect to take the vacancy at the rate of pay of that position. When an employee who elects to fill such a lower classification is within five (5) years of their mandatory retirement age, the employee shall receive no less than their current rate of pay until retirement.

**28.06(d)** An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Joint Redeployment Committee of his intention to do so and the position claimed within three (3) working days after receiving notice of specific redeployment options unless otherwise agreed to by the parties.

**Wage Protection**

- 28.07(a)** Where a permanent employee is displaced in accordance with the provisions of this Article and, subject to Article 28.06(c), 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(b)** In those cases where an increment structure would apply, no further increments applicable to an employee's former position shall be granted following their re-assignment pursuant to the provisions of this Article.
- 28.07(c)** Employees reassigned under this Article, and subject to Article 28.06(c), who are within five (5) years of their mandatory retirement age, shall continue to receive the rate they were receiving prior to such reassignment for up to sixty (60) months.

#### **Right to Return to Former Classification**

- 28.08** An employee shall have the right to return to a position within the classification held prior to the displacement should it become vacant during the twelve (12) month period following placement. In the event that there is more than one (1) person wishing to return to a position within the classification, seniority shall govern.

#### **Job Posting Procedure**

- 28.09** The posting procedure in the Collective Agreement shall not apply until the redeployment process has been completed, except where a position becomes available for which none of the displaced employees with the benefit of retraining in accordance with this Article are able to perform the work or where the displaced employees all elect to displace a junior employee. That position may be posted in accordance with Article 19. Notwithstanding the above, the Union shall have the right to serve notice that the job posting procedure in the Collective Agreement will apply.

**Ability of an Employee to Perform Work**

**28.10** In determining the ability of an employee to perform the work for the purposes of this Article, the City shall not act in a manner inconsistent with the terms of this agreement.

**Retraining**

**28.11** Consistent with the Committee's mandate, the parties recognize the desirability of providing training to incumbent employees who would require such training to be redeployed. Consequently the parties agree:

- (a) where employees are unable to perform the work required to displace less senior employees or to fill vacant positions and could become capable of performing the functions of the position with one month of retraining, the employee may exercise their option and retraining will be provided. Extensions on a case-by-case basis, as determined by the Joint Redeployment Committee may be granted on a mutually agreed to basis.
- (b) employees whose positions have been altered or reclassified and who require retraining to continue in their position shall be entitled to retraining of up to one (1) month. Extensions on a case-by-case basis, as determined by the Joint Redeployment Committee may be granted on a mutually agreed to basis.
- (c) to the extent that it is practical to do so, training will be provided during the employee's regular working hours;
- (d) the costs associated with retraining shall be borne by the City.
- (e) the City and the Union will co-operate in order that employees who wish to be retrained can have their work schedules adjusted, where necessary, to enable them to participate in training;

- (f) where the City requires skills and is unable to provide in-house training in order that employees may achieve the said skills, the City shall pay the associated costs of the external training which may be required.
- (g) Any dispute with respect to the application of this section which is not resolved by the Joint Redeployment Committee may be referred by either party to the Dispute Resolution Process set out below.

### **Duration of Redeployment Protection**

**28.12** Where a permanent employee is displaced in accordance with this Article, the obligations herein shall apply only until such time as the employee may be laid off pursuant to Article 29.

### **Dispute Resolution Process**

**28.13(a)** In the event that there is a dispute regarding the Joint Redeployment Process, including but not limited to whether the displaced employee could, with retraining, become qualified within one (1) month, the following expedited dispute resolution procedure shall be followed:

- (i) either party shall have the right to refer any unresolved issue, to the City's Director of Employee and Labour Relations and to the President of Local 416, or their respective designates, for immediate discussion and speedy resolution.
- (ii) in the event that the issue is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration.
- (iii) if either party refers the issues in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) days of its referral:

M. Timms

D. Randall

K. Petryshen

R. Herman

D. Starkman

- (iv) The arbitrator's decision shall be rendered, with or without reasons on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision.

**MEMORANDUM ITEM**

**Re-opener Provision**

After one year from the issuance of this award, or earlier if agreed to by the parties, but not later than the expiry of the collective agreement, either party shall have the right to request a single arbitrator to hear submissions with respect to possible changes to the language awarded for Article 28.

In the event that either party wishes to make such a request, the party shall advise the other party, in writing, of their intent to do so and the details of the proposed changes. The other party shall be entitled to suggest changes in reply.

The parties shall attempt to jointly agree to a sole arbitrator to hear submissions in this regard. In the event that the parties cannot agree on a sole arbitrator, either party may request that the Ministry of Labour, Director, Labour Management Services, appoint a sole arbitrator to hear submissions.

It is understood that the re-opening of Article 28 is to be exercised only if the awarded provisions of Article 28 are demonstrably unworkable.

In the event the above process is entered into, the existing provisions of Article 28 shall remain in full force and effect until the parties agree on changes or until the decision of the arbitrator is rendered.

**LETTER OF INTENT**  
**CONTRACTING OUT**

The City agrees to notify the Union in writing three (3) months 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.

No permanent employee with ten (10) years of seniority shall lose his employment as a result of contracting out or privatization.

Employees affected as a result of contracting out shall have access to the Redeployment provisions of Article 28 and the Layoff and Recall provisions of Article 29.

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**

### **Layoff and Recall of Temporary Employees**

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

Temporary employees by reverse order of seniority within the position classification within the Department involved shall be affected first.

**29.01(b)** If and when work becomes available, those temporary 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 qualifications for such work.

### **Layoff of Permanent Employees**

**29.02** Subject to Articles 5, 27.01(a) and 27.03, in the event of a staff reduction, permanent employees shall be laid off in accordance with the following procedures:

(a) Permanent employees shall be laid off in reverse order of seniority within the employee's position classification within the Division involved.

(b) A permanent employee identified for lay-off may either:

(i) choose to accept the lay-off, or

(ii) bump the least senior temporary or permanent employee, as the case may be, in any classification, provided the employee bumping is capable of performing the work of the classification. An employee who chooses to bump the least senior employee shall advise the City of his intention to do so and the position claimed within three (3) working days of receiving his notice of layoff options unless otherwise agreed to by the parties.

**29.03** Any permanent employee who is bumped in accordance with 29.02(b)(ii) above or in accordance with this clause (29.03) shall have the right to either accept the layoff or bump the least senior temporary or permanent employee, as the case may be, in any classification,

provided the employee bumping is capable of performing the work of the classification. There will be no limit on the number of bumps, which may be required in order to complete this process.

- 29.04** In the event that a permanent employee bumps into a temporary position, the permanent employee shall retain his/her permanent status.

### **Wage Protection**

- 29.05(a)** A permanent employee who displaces a 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 of his assuming the lower-rated classification. If the permanent employee is within five (5) years of his mandatory retirement age, the employee will continue to receive his previous rate for up to sixty (60) months.
- 29.05(b)** 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.
- 29.05(c)** Following the expiry of the applicable period, the employee will receive the actual rate of his new position. The change in the rate will be effective the first pay period following the expiry of the period of wage protection.
- 29.05(d)** Where the parties agree that a permanent employee is to be placed in a vacant position without exercising his bumping rights, wage protection in accordance with the provisions of this article shall apply.

### **Right To Return To Position**

- 29.06** A permanent employee, who has bumped or been bumped, but who has not actually been laid off, shall have the right to return to a position within the classification they held prior to displacement should it become vacant during the twelve (12) month period following their

displacement. In the event there is more than one person who wishes to return to this position, seniority shall govern.

### **Recall of Permanent Employees**

- 29.07(a)** If and when work becomes available, those permanent employees who have been laid off under Article 29 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 order of seniority, provided that they are able to perform the work available.
- 29.07(b)** Permanent employees shall have the right to refuse a recall to any position classification, except the position classification from which they were initially laid off, for the twenty-four (24) month period identified in Article 29.07 (a).

### **Notice for Permanent Employees**

- 29.08** 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).

### **Employees Rights While on Layoff**

- 29.09(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 Article 29 and the right to participate in the job call procedures.
- 29.09(b)** Notwithstanding the above, benefits for a permanent employee on layoff shall terminate at the end of the month following the month in which the layoff occurred.
- 29.09(c)** Subject to Article 29.07, 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 Articles 29.01(b) and 29.07.

**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.

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 which shall convene its meeting within thirty (30) working days from the execution of this collective agreement 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:
- (a) identification of all protective clothing and wearing apparel policies applying to employees prior to amalgamation;
  - (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.

(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, UV protected sunglasses and water coolers to those employees who normally work outside.
- The provision of prescription safety glasses to all employees who are required to wear prescription eye 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 UV protected sunglasses.
- The issuing of heavy coveralls in stores where required due to the nature of a given job.
- The provision of clothing to replace lost, stolen, missing or worn out clothing identical to the original issue.
- 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 and the Union will establish and implement a protective clothing and wearing apparel policy. Should the City and the Union be unable to agree on that policy, either party shall have the right to refer the issues in dispute to an expedited arbitration process before T. Armstrong, F. Briggs and J. Johnston. The arbitrator will be requested by both parties to hear the dispute as soon as possible and every effort will be made to ensure that the process can be completed with only one day of hearing. The arbitrator shall be

requested to render his/her decision on the same day the dispute is heard with reasons to follow.

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

**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. The City will also provide a copy of the collective agreement to all new employees.
- 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.

**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 five hundred and forty dollars (\$540) per year. Such tool allowance shall be paid to the employee on the first pay period in November of each year.

Effective January 1, 2004 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 six hundred dollars (\$600.00) per year. Such tool allowance shall be paid to the employee on the first pay period in November of each year.

**42.02** 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** The term of this agreement shall be from January 1, 2002 to December 31, 2004 – as per 17(3) of the Toronto Disputes Resolution Act, 2002, 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 and 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 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.
- 44.04** The terms of reference for all multi-location joint health and safety committees shall be agreed between the parties.
- 44.05** The City will continue to recognize the current Occupational Health and Safety Co-ordinating Committee.

**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

- The potential of paid time off for union representatives from the OHSCC to be liaisons to the Joint Health and Safety Committees and the multi-site workplace health and safety committees.

**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 45 - AMBULANCE APPENDIX****Meal Allowance**

**45.01** Meal allowance as provided for in the Meal Break Guidelines shall be \$10.00 without receipts.

**Meal Breaks**

- 45.02**
- (i) Toronto EMS will provide a meal break of thirty (30) minutes for paramedic staff during their assigned shifts. Paramedics working a twelve (12) hour shift will receive a meal break no earlier than four (4) hours into their shift and no later than seven and one half (7 ½) hours into their shift.
  - (ii) Paramedics not receiving their meal break within seven and one half (7 ½) hours of their shift will receive time and one half (1 ½) payment or lieu time, at the option of the paramedic, for a missed meal break (45 minutes pay or time in lieu). In addition, the meal break for the shift in question will be rescheduled in accordance with the current guidelines.
  - (iii) If a crew is assigned a meal break while already in an ambulance station, the length of the meal break will be measured from the time the crew was notified. If the crew's meal break is interrupted during the first twenty (20) minutes it shall be rescheduled. If the crew's meal break is interrupted after twenty (20) minutes have passed but before twenty-five (25) minutes have passed, another twenty (20) minutes additional meal break time shall be provided. If the crew's meal break is interrupted after twenty-five (25) minutes have passed no additional meal break time will be provided.
  - (iv) The meal break guidelines as presently in existence will remain in place except as provided for above.
  - (v) The parties agree to explore other supplemental shift options to improve

opportunities to provide meal breaks to TEMS paramedics.

### **Ambulance Labour Management Committee**

**45.03** The City and the Union agree to establish a Toronto Emergency Medical Services (TEMS) labour management committee to consider, review and monitor on an ongoing basis matters related to issues of interest to the Ambulance Division and the Local 416 Ambulance Unit. In this regard, the parties commit to objectively pursue the best interest of the patient, considering employee wellness and forward thinking labour relations.

The committee will be co-chaired with one representative from the Union and one from Management. This committee will meet monthly or at the call of the chair with five (5) representatives from the Union, the Unit Chair, the National Representative and representatives of the City. TEMS shall pay for all hours spent by TEMS employees in the committee meetings up to a maximum of five (5) employees. TEMS employees who attend on their scheduled days off will be compensated at time and one half (1 ½) for up to four (4) hours.

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.

### **Uniform Allowance**

**45.04** 1) The City shall furnish uniforms annually and provide for their cleaning at least once per week for all uniformed employees of the TEMS and shall supply all new employees of the Division with eight (8) shirts on commencement of employment and a minimum of four (4) shirts annually.

2) The Union and the City agree that there shall be a sub-committee established to deal with clothing issues for employees in Ambulance Services. This sub-committee shall consist of three (3) representatives from the City and three (3) representatives from the Union. TEMS shall pay for all hours

spent by TEMS employees in the committee meetings, up to a maximum of three (3) employees. TEMS employees who attend on their scheduled days off will be compensated at time and one-half (1 ½) for up to four (4) hours. The mandate of this sub-committee is to make recommendations to the General Manager.

The issue of the dress uniform shall form part of the discussions for this committee.

- 3) Notwithstanding paragraph 1 and paragraph 2 all current practices and collective agreement provisions including the current options for employees shall remain in full force and effect, until such time that the committee makes recommendations that are subsequently ratified by the parties.

### **Early and Late Calls**

#### **45.05 Early Calls**

- a) If a crew member elects to respond to an early call thirty (30) minutes before the start of the shift and replace a prior crew member, then he will be paid at the appropriate rate of overtime pay, the replaced crew member will be paid in full until the end of his regularly scheduled shift.
- b) If the crew receives a call at the beginning of the shift and has not had adequate time to check the vehicle and supplies, it is understood that they are to respond and to provide the best care possible under the circumstances. If equipment problems are encountered that would jeopardize the safe handling of the patient, a back-up vehicle will be sent.

#### **Late Calls**

If the crew receives a call at the end of the shift after equipment has been stowed, it is understood that if equipment problems are encountered that would jeopardize the safe

handling of the patient, a back-up vehicle will be sent.

There will be no assignment of non-emergency calls thirty (30) minutes prior to the end of shift, within the City. Further TEMS will make all reasonable efforts not to assign a non-emergency call in the last sixty (60) minutes. The Ambulance Division and representatives of Local 416 will meet with the Central Ambulance Communications Centres to address the reduction of the frequency of end-of-shift overtime arising out of calls being assigned by other CACCs.

All other emergency calls that are received up to the end of the assigned shift and may extend beyond the end-of-shift will be serviced until completion.

On completion of the call the ambulance will be booked out of service and returned to station; if an ambulance crew that is booked out of service witnesses or comes across an emergency situation they will be obliged to remain on-scene and render aid until relieved by an appropriate transport unit.

Prior to returning to station and being booked out-of-service the crew will be consulted as to whether or not they wish to remain available for response to an emergency call while on-route to the station.

If it is the decision of the crew not to remain available they will be shown out-of-service and will be directed to return to the ambulance station with the exception of the above paragraph.

### **Investigations**

**45.06** The Union and TEMS shall establish a committee consisting of three (3) representatives from the Union and three (3) representatives from TEMS.

The Committee shall meet within three (3) months of the issuance of the Interim Award to

develop a set of protocols for the handling of any complaints against a paramedic.

This committee shall also be authorized to review issues such as the requirement for a signature or initials on Ambulance Call Reports within the confines of the Ambulance Act and its Regulations.

The committee shall complete its mandate within six (6) months from the first meeting.

Any recommendations or protocols arising from this Committee will be agreed upon by both Union and Management before they are effective.

## **Stress**

**45.07** Following a difficult or critical call (as defined by the ambulance crew) a minimum of one (1) hour of out-of-service time will be guaranteed following completion of the call and clearing of the hospital.

In cases of a difficult and/or critical call if the ambulance crew feels that they are unable to complete the remainder of their shift as a result of the impact of the call, they will be booked out of service and allowed to leave their shift without penalty to their sick bank, lieu bank and/or vacation bank.

If, in the opinion of the Paramedic's own physician and/or supervisor, the ambulance crew requires additional time and the ambulance crew is scheduled to work the day immediately following the incident, the crew or individual crew member as the case may be, may be excused from duty for up to two (2) consecutive days following the incident without loss of pay or benefits and without penalty to their sick bank, lieu bank and/or vacation bank.

For each stress claim, employees shall complete the appropriate WSIB documentation if the difficult or critical call necessitates health care intervention.

**Wash up/Lock-up Time**

**45.08** Paramedics shall be afforded a period of ten (10) minutes at the end of each shift for the purpose of washing up at his place of employment.

Paramedics who are working as advanced and/or critical care paramedics on an advanced care or Critical Care Transport unit shall be afforded a period of ten (10) minutes at the end of each shift for the purpose of lock-up, if they are without relief.

It is understood that wash-up time and lock-up time shall be compensated at the overtime rate when said time falls beyond their regular scheduled shift.

**Paramedics Moving To Lower Classification**

**45.09** Paramedic staff who bid on a lower Paramedic classification shall have their wages maintained at the higher rate for a period of up to 6 months. During this period an employee will not be permitted to opt to a lower classification more than twice in a six (6) month period.

Paramedic staff shall be returned to their former position, when requested by the employee, on or before the conclusion of the six-week cycle.

In normal circumstances, employees shall only be authorized to bid on a lower classification on two occasions in every rolling four (4) year period.

**Schedules**

**45.10** Employees in the TEMS who are regularly employed on the twelve (12) hour shift schedule



arrangement that was agreed upon by the former Local 43 and the former Municipality of Metropolitan Toronto on January 19, 1976, are governed by the terms and conditions set out in the current collective agreement with the following exceptions:

- (a) A normal working shift shall be defined as comprising twelve (12) consecutive hours of work. The normal work week shall be based on an employee not being required to work in excess of 240 hours during a six (6) week cycle.
- (b) The overtime rate of time and one-half the regular rate shall be paid to an employee for all hours worked in excess of his scheduled twelve (12) hours for such shift and for all hours worked on any day other than a scheduled working day.

Payment for designated holidays and the payment and calculation of vacations, sick pay credits and the Workers' Compensation benefit shall be based on the twelve (12) hour working day. (i.e.; - 3 weeks vacation is equivalent to 120 hours)

### **Coroner's Court**

**45.11** Employees in the classification of Ambulance Paramedic who are required to appear in Court or at Coroners' inquiries, beyond their normal hours of work, on matters arising out of their employment, shall be paid at the applicable rate of overtime for all hours beyond their normal work day.

### **Paid Duty**

**45.12** Paramedics who perform "Paid Duty" Work shall be compensated in accordance with the collective agreement for all such work performed.

### **Return to Work – Booking Fit**

**45.13** The following provisions apply with respect to employees when they return to work and book "fit" for duty after being absent due to an illness or injury.

- a) Employees may book "fit" at any time up to and including the commencement of

their scheduled shift.

- b) Employees are encouraged to book “fit” for duty at least twelve (12) hours prior to the commencement of their scheduled shift.
- c) Employees who have a permanent station assignment and who book “fit” eight (8) hours or more prior to the commencement of their shift report to their permanent station.
- d) In the event the employee who has a permanent station assignment does not book “fit” at least eight (8) hours prior to the commencement of his shift, he may be reassigned to a station other than his regular station for the shift in question. Such reassignment will be avoided whenever possible.

### **Equipment Committee**

**45.14** The Union and the City agree that there shall be a committee established to deal with equipment issues for employees in ambulance services. This committee shall consist of three (3) representatives from the City and three (3) Union Representatives. TEMS shall pay for all hours spent by TEMS employees in the committee meetings, up to a maximum of three (3) employees. TEMS employees who attend on their scheduled days off will be compensated at time and one half (1 ½) for up to four (4) hours. The mandate of this committee is to make recommendations to the General Manager.

### **Station Postings**

**45.15** All permanent station vacancies arising shall be posted every six (6) weeks for bidding by seniority unless otherwise agreed upon by the parties.

### **Base Hospital**

**45.16** (i) TEMS agrees to facilitate a meeting between Local 416, TEMS and the Provincial Base Hospital Advisory Group, to discuss issues of mutual concern including, but

not limited to, the application of the protections afforded under the Collective Agreement to paramedics in their relationship with their Base Hospital.

- (ii) The City confirms that it has liability insurance and agrees to maintain such insurance.
- (iii) Any paramedic removed from paramedic duties because of decertification by the Base Hospital, shall be placed in another position until the merits of his/her decertification are dealt with in a forum that provides due process. If the removal is for just cause, the disciplined paramedic may grieve under the grievance/arbitration process of the collective agreement.

### **Quarantine**

**45.17** Time lost by a paramedic as a result of being quarantined by a certified medical practitioner because of a job related incident shall be treated as a leave of absence with pay for the duration of the quarantine.

### **Public Safety Unit (PSU)**

#### **EMS Tactical Paramedics (ETF)**

#### **Chemical Biological Radiological Nuclear Response Team (CBRN)**

**45.18** Employees within the Toronto EMS Division who are members of the Public Safety Unit, EMS Tactical Paramedics and Chemical Biological Radiological Nuclear Response Team shall, in addition to their regular salary, be paid a premium of \$2.25 per hour for all time worked while on an active PSU/ETF/CBRN assignment with a minimum of four (4) hours at this rate for the first call out. Subsequent PSU/ETF/CBRN assignments during that shift shall be paid the \$2.25 per hour for each hour worked. Calls of less than one (1) hour will be paid the full \$2.25. These earnings shall be part of the pensionable earnings. It is understood that this premium shall also include training time.

### **CAR COUNT**

**45.19** The employer will ensure that the car count will be maintained at levels required to ensure compliance with all the provisions of the Collective Agreement.



**LETTER OF INTENT**

**TRAINING**

The parties agree that the Labour Management committee shall discuss during the term of this agreement issues related to training for ambulance employees in Local 416 to review and recommend a Training Plan/Protocol.

The principle the committee shall adhere to in reviewing the protocol is:

Seniority will be the guiding factor for employees with the required qualifications for training opportunities and progression through the classification system.

The Training Plan/Protocol should be reviewed with recommendations no later than three (3) months after the signing of this Memorandum.

If the City authorizes the employee to train during the employee's regular working hours he/she shall be compensated at their regular rate of pay.

If the City authorizes the employee to train on the employee's day off he/she shall be compensated at the appropriate overtime rate of pay.

**LETTER OF AGREEMENT**

**SWING SHIFT**

Swing staff are those junior paramedics who have not as yet been permanently assigned to a station.

The following provisions apply to their working conditions.

1. The City shall assign senior swing staff to all identified long term vacancies created by LTD, illness, WSIB, level changes, etc. These assignments will be based on corporate seniority. Long-term shift vacancies shall be those where an employee is absent for more than six (6) consecutive weeks.
2. TEMS assigns each of the swing staff to a specific rotation and geographic area cycle.
3. The number of changes for switching day shifts to night shifts for personnel will not exceed four (4) shifts in a six week cycle. Shift changes will occur in reverse seniority with the most junior employees being called in first.
4. (a) Swing staff, (5 per colour code) will be given the option of a) being provided with a pager, b) being called by Toronto EMS or c) calling in prior to the commencement of their shift in order to confirm their station assignment.  
  
(b) The thirty (30) swing staff will be selected from those volunteering and where there are more than the required number, selection will be by volunteer seniority.
5. (a) Pagers shall be provided and maintained by the Division.  
  
(b) No page will be sent to an employee within forty-five (45) minutes prior to the commencement of their shift. If the employee receives a page within the above time frame, then the employee shall proceed to the paged location and be subject to c) below and (6) below.

- (c) Where an employee is paged and has insufficient time to travel to and arrive at the new location, the employee shall be treated as in (6) below.
6. In the event that a swing person arrives on time at the assigned location and is subsequently reassigned there shall be no loss of pay, nor shall the reporting to the subsequent location be recorded as late reporting.
  7. In the event that the employee chooses to use his personal vehicle on the business of the corporation, he shall be compensated for such usage in accordance with the collective agreement.
  8. This letter shall form part of the collective agreement and shall be fully enforceable through the grievance and arbitration procedure.

**LETTER OF INTENT**

**EARLY RETIREMENT**

The parties agree that paramedics are an integral component to public safety and will endeavour to have such amendments made to the Income Tax Act Regulations to reflect this. In consideration of the foregoing the parties further agree to meet within two (2) months following issuance of the interim award to explore all early retirement options available to paramedics.

**LETTER OF INTENT**

**NON-EMERGENCY CALLS**

TEMS will make every reasonable effort to assign non-emergency calls to NEA units.

**MEMORANDUM OF AGREEMENT ITEM ONLY**  
**MEDICAL MALPRACTICE LIABILITY INSURANCE**

Insurance and Risk Management (IRM) purchase a variety of insurance policies to provide financial protection to the City of Toronto from the unexpected consequences of claims. The following is a summary of the coverage provided by the City's Medical Malpractice Liability Insurance. For detailed coverage information please contact the Insurance & Risk Management service located at 5E City Hall at 397-4114.

Insurer: Liberty International Canada

Policy: EJ1-B71-070918-041

Primary Policy Limits: \$5 million per occurrence.

Coverage Details: The insurer will pay all sums the City and insured persons becomes legally obligated to pay as damages due to a wrongful act arising out of professional services committed during the policy period. "Wrongful act" means any act, error, omission or breach of duty within the scope of professional services.

Persons Insured: Those medical and/or emergency medical services permitted by accreditation or license by any governing body and/or act rendered by an employee on behalf of the City of Toronto in his or her capacity as a Paramedic, Emergency Medical Attendant, Registered Nurse, Registered Practical Nurse, Public Health Nurse, Dentist, Dental Hygienist, Dental Assistant or Pharmacist.

Note: This insurance pays compensatory damages to injured parties and the costs incurred to defend the City and insured persons. It does not pay for any criminal defence costs or fines and penalties imposed by law or otherwise. Coverage does not apply to any claim arising out of sexual misconduct or physical abuse or during any period of a license suspension.

**MEMORANDUM OF AGREEMENT ITEM ONLY**  
**LOCKERS**



TEMS agrees to undertake an inventory of lockers to determine the number of lockers available at each station. A process will be set up to ensure permanently assigned paramedics will be assigned one (1) locker. Additional lockers will be provided for swing staff on assignment.

**MEMORANUDM OF AGREEMENT ITEM ONLY**

**AMBULANCE STATION POSTING**

Should any concerns or disputes arise from the interpretation, application or administration of Article 45.15 (Station Postings), the Director of Employee and Labour Relations or his designate shall meet with the representatives of Local 416 within ten (10) calendar days of the receipt of the concerns or disputes.

If subsequent to this meeting, the parties are still unable to reach agreement, they shall refer the issues in dispute to an expedited arbitration process. The parties further agree that the sole arbitrator shall be selected from the following list:

Tim Armstrong  
David Starkman  
Dana Randall

If the parties cannot agree upon the selection of the arbitrator, then the arbitrator with the first available dates shall be selected.

**Article 46 – LETTERS OF INTENT**

**46.01** Unless otherwise specified, all letters of intent shall form part of the Collective Agreement.

**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 interim award between the City and the Union.

The Committee will consist of three (3) 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.

The Committee will meet within three (3) months of the issuance of the interim award to start the process.

**LETTER OF INTENT**

**EMPLOYEE ASSISTANCE SUPPORT PROGRAMS**

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 the “Burkett” Board for determination.

**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.
3. In addition, the parties agree to meet during the term of the Collective Agreement to address issues related to skilled trades and apprenticeship training for Local 416 members. Either party will have the opportunity to identify agenda items.
4. The City agrees to advise the Union of any apprenticeship program that is being contemplated for Local 416 members, and to consult with the Union prior to implementing such programs.

**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 INTENT**

**ISSUES ON WORKFORCE UTILIZATION**

In an effort to address issues of concern of the membership of Local 416 and the issues of service delivery to the taxpayers of Toronto, the Union proposes discussions take place in this round of collective bargaining that address such issues as:

- Proper workforce utilization
- Corporate re-deployment to facilitate greater flexibility in the workplace
- The creation of a corporate holding bank for injured workers, funded corporately

While this may not be an exhaustive list, it sets out the framework for discussion.



**LETTER OF INTENT**

**ELECTRICAL & INSTRUMENTATION CONTROL TECHNICIAN**

1. The City and Local 416 agree to meet within sixty (60) days of issuance of the interim award to discuss the proposed EICT position and to commence the following actions:
  - a) The parties will review the duties and responsibilities of the proposed new classification of Electrical & Instrumentation Control Technician;
  - b) The City agrees to consider all the information provided by the Union in developing the job description for the EICT position;
  - c) The parties agree to negotiate the rate of pay for the EICT position; failing agreement, the parties agree that the matter of the rate of pay will proceed to arbitration as expeditiously as possible;
  - d) The parties agree to negotiate a process for filling the new EICT positions; failing agreement, the positions will be filled in accordance with the collective agreement;
  
2. This will confirm that the City agrees to an Electrical Apprenticeship Program commencing in the fall of 2002 for the Water and Waste Water Plants in the Works and Emergency Services Department. For this apprenticeship program, entry will be on the basis of seniority as well as the usual educational requirements for such an apprenticeship program. In addition, employees in the following classifications are eligible to enter this apprenticeship program: Electrical Maintenance Worker, Grade 2; Instrument Technician; Electronic Technician; Maintenance Worker/Instrumentation Section; and any employees who are currently alternate rated into the Instrument Technician or Electronic Technician positions.

**LETTER OF INTENT**

**PLANT TECHNICIAN AND PLANT TECHNICIAN TRAINEE**

This Letter of Intent is without prejudice or precedent to the collective agreement and to the parties' positions in any other forum.

The parties agree that the August 30, 2002, decision of arbitrator Burkett that awarded two classifications related to the position of Plant Technician and Plant Technician Trainee is not in dispute. For clarification, there is no agreement that the Burkett award includes a final and binding decision regarding any compensation-related issue, including the rate of pay for the position of Plant Technician or Plant Technician Trainee 1, 2 or 3.

### **Compensation Issues**

1. The parties agree to meet as soon as possible, but not later than October 31, 2002, to implement the following process.
2. The number of representatives from each of the Union and the City shall not exceed six (6) in number. Leave for Union representatives to attend meetings shall be with pay and benefits by the City.
3. The parties agree to discuss the following compensation-related issues:
  - (a) The job rate for the positions of Plant Technician, and Plant Technician Trainee (or any other title for the jobs that the parties may agree to).
  - (b) Any and all premium payments that the Union may argue are appropriate for the positions.
  - (c) The differential in rates of pay:
    - (i) between the current classifications of Plant Technician and Plant Technician Trainee;
    - (ii) based on Ministry of the Environment licenses.
4. In addition, if requested by either party, related outstanding grievances may be discussed. If such a discussion occurs, the parties may reach agreement regarding the grievances. All such discussions shall be without prejudice to the position of either party regarding such grievances. In the event that

no agreement is reached, it is agreed that any such discussion shall in no way hinder any grievance from proceeding through the grievance/arbitration process.

5. Prior to the first meeting, the City shall provide the Union with job descriptions for the Plant Technician and the Plant Technician Trainee classifications, and the Union shall provide in writing to the City any relevant information pertaining to the job descriptions of the positions. The City agrees to provide all relevant information regarding the duties and responsibilities for the positions.
6. The City agrees to consider all information and input provided by the Union in the discussion.
7. In the event that the parties reach agreement on any of the issues identified in paragraph 3 above, the parties shall sign a Memorandum of Agreement, and unless otherwise agreed to by the parties, such changes will be retroactive to January 1, 2002.
8. In the event that the parties are unable to reach agreement, then, the issues identified in paragraph 3 above, shall be forwarded to a sole arbitrator immediately for final resolution as a rights arbitration. Notwithstanding any provision in the Collective Agreement that may be contrary, the City agrees that the Union shall have the right to argue the substance of paragraph 3 (a), 3 (b) and 3 (c) respectively, and that the matters being referred to a rights arbitration will not limit that ability.

The parties further agree that the sole arbitrator shall be selected from the following list:

David Starkman

Dana Randall

Janice Johnston

If the parties cannot agree upon the selection of the arbitrator, then the arbitrator with the first available dates shall be selected.

It is agreed that the arbitrator shall have jurisdiction to hear the substance of the issues, and the parties agree they will not raise jurisdictional objections in this regard.

In addition, it is agreed that the arbitrator will have jurisdiction to award compensation changes, if

any, retroactively to January 1, 2002.

### **Title of Trainee Classification**

The parties agree to discuss a title change for the position of Plant Technician Trainee with a view to reaching an agreement that does not include the phrase "trainee".

### **Training**

Effective the date of the issuance of this Interim Award (or earlier if agreed to by the parties) the City shall continue to provide training as identified in the applicable legislation, including Operator in Charge (OIC) responsibility, to all employees in the classifications of Plant Technician and Plant Technician Trainee, as equitably as possible.

To facilitate Plant Technician Trainees in achieving their Class 4 M.O.E. Operators' license, the City will, wherever possible, assign qualified Plant Technician Trainees as the Operator in Charge during the 24-month period from the date of the issuance of this interim award.

In addition, the City will make every effort to support and facilitate other training some of which may have Continuing Education Units (C.E.U.), and will support employees pursuing their M.O.E. Operators' Licenses as per the regulations of the Ontario Water Resources Act, as amended.

In addition, the parties agree to discuss how the above paragraph will apply to the assignment of O.I.C. hours to Heat Recovery Operators and Assistant Heat Recovery Operators.

The above commitment to training shall remain in effect for the 24-month period from the date of the issuance of this interim award.

### **Progression through License Levels**

Employees in the classifications of Plant Technician or Plant Technician Trainee (as of the date of this

Interim Award) shall progress to the next subgroup/classification once they have obtained a valid license issued by the Ministry of the Environment. This license shall be as identified in Regulation 435/93, as amended. The job posting provisions of the collective agreement shall not apply to these progressions. Such progressions shall not extend beyond 24 months from the date of the issuance of this interim award, unless otherwise agreed by the parties.

**LETTER OF INTENT**

**INDUSTRIAL MECHANIC/MILLWRIGHT POSITION**

This Letter of Intent is without prejudice or precedent to the collective agreement and to the parties' positions in any other forum.

1. The parties agree to meet as soon as possible, but not later than October 15, 2002, to implement the following process.
2. The number of representatives from each of the Union and the City shall not exceed six (6) in number. Leave for the six (6) Union representatives to attend the meetings shall be with pay and benefits by the City.
3. Prior to the first meeting, the City shall provide the union with the current job description as well as all subsequent drafts of the Industrial Mechanic/Millwright position and the Union shall provide in writing to the City, any relevant information pertaining to the job description for consideration. The parties will review the duties and responsibilities of the position. The City agrees to provide any relevant information it gathers regarding the duties and responsibilities for the position.
4. The City agrees to consider any relevant information and input provided by the Union in the discussion. The City agrees to consider any relevant information provided by the Union in the development of any revised job description and the City will develop the final job description.
5. In the event agreement is reached on the rate of pay in accordance with Article 7.03 of the collective agreement, the parties shall sign a Memorandum of Agreement.
6. Should the parties reach agreement on the rate of pay, the Union shall withdraw all outstanding grievances (individual or policy) related to the rate of pay for Industrial Mechanic/Millwrights.
7. If after the above process, should the parties not reach agreement, the parties agree to proceed with policy grievance WW-01-26 and WW -01-34 (currently at arbitration), as expeditiously as

possible and the standard for such grievances shall be as set out in Article 7.03 of the collective agreement. In addition, the parties agree that there are no jurisdictional or timeliness objections relating to these grievances.

**LETTER OF INTENT**

**ELECTRICAL MAINTENANCE WORKER, GRADE 1, ELECTRICAL MAINTENANCE WORKER, GRADE 2, INSTRUMENT TECHNICIAN, ELECTRONIC TECHNICIAN – IN WORKPLACES AFFECTED BY THE WORKS BEST PRACTICES PROGRAM**

This Letter of Intent is without prejudice or precedent to the Collective Agreement and to the parties' positions in any other forum.

1. The parties agree to meet as soon as possible, but not later than October 15, 2002, to discuss grievances WW-01-27 (Rate of Pay - Instrument Technician), WW-01-28 (Rate of Pay - Electronic Technician), WW-01-29 (Rate of Pay - Electrical Maintenance Workers, Grade 1, Electrical Maintenance Workers, Grade 2) and implement the following process.
2. The number of representatives from each of the Union and the City shall not exceed six (6) in number. Leave for the six (6) Union representatives to attend the meetings shall be with pay and benefits by the City.
3. Prior to the first meeting, the City shall provide the union with the current job description of the above-noted positions and the Union shall provide in writing to the City, any relevant information pertaining to these job descriptions for consideration.
4. The parties will review the duties and responsibilities of the current positions. The City agrees to provide any relevant information it gathers regarding the duties and responsibilities for the positions.
5. The City agrees to consider any relevant information and input provided by the Union in the discussion. The City agrees to consider any relevant information provided by the Union in the development of any revised job descriptions and the City will develop the final job descriptions.
6. The City agrees to consider all information and input provided by the Union regarding the rate of pay for the said positions.



7. Should the parties reach agreement on the rate of pay, the Union shall withdraw all outstanding grievances (individual or policy) related to this matter.
8. In the event agreement is reached on the rate of pay, in accordance with Article 7.03 of the collective agreement, the parties shall sign a Memorandum of Agreement.
9. Should the parties not reach agreement on a revised rate of pay for the above positions, the parties agree to proceed with grievances WW-01-27, WW-01-28, and WW-01-29 (currently at arbitration) as expeditiously as possible and the standard for such grievances shall be as set out in Article 7.03 of the collective agreement. In addition, the parties agree that there are no jurisdictional or timeliness objections relating to these grievances.

**MEMORANDUM OF AGREEMENT ITEM ONLY**  
**INTERIM BACK-TO-WORK PROTOCOL**

Without prejudice to the outstanding “Back-to-Work Protocol” issues currently before Arbitrator Tim Armstrong, the parties agree to the following terms:

1. Striking employees who are otherwise eligible shall receive the following benefits and entitlements for the period from 12.01 p.m. June 26, 2002, up to and including July 11, 2002 (the “strike period”) but no others:
  - a) group life insurance;
  - b) sick leave credits;
  - c) vacation credits;

All other benefits shall commence July 11, 2002, the day the strike was deemed to be over pursuant to the *City of Toronto Labour Disputes Resolution Act, 2002*.

2. Striking employees who return to work will suffer no loss of service and/or seniority by virtue of their absence during the strike period.
3. For purposes of the probationary period, the strike period shall not count towards the completion of the probationary period, unless those persons were required to work under law.

With respect to the above Interim Back-to-Work Protocol, it is still in dispute between the parties whether the employer is entitled to take any disciplinary action against employees during the period of the strike.

**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 16, 2002

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 dependant 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,

William Adams  
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 as part of the Harmonization process.

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
<b>Labourer 3</b>	North York	Student Labourer	12.04	14.00 **15.00	15.00
	York	Student – Parks & Rec			
	York	Student Employees – Outside			
	Scarborough	Student			
	East York	Summer Student - Outside			
	East York	Summer Student – Outside			
<b>Ticket Collector</b>	Metro	Ticket Collector	16.56	17.06	17.57
<b>Custodian 3</b>	Toronto	Yardman/Woman/Cleaner	16.64	17.14	17.66
	Scarborough	Janitor			
	York	Hall Caretaker			
	E. York	Facilities Cleaner			
	Scarborough	Housekeeper			
	Cityhome	Cleaner			
	Cityhome	Cleaner Rehabilitation Program			
<b>Engineering Students Wrkg as Const Insp</b>	Etobicoke	Engineering Stdnts Wkg as Constrc Inspect.	16.98	17.49	18.02
	Etobicoke	Intermed. Const. Inspect.			
	Etobicoke	Intermed. Const. Inspect.			
<b>Assistant Fire Protection Inspector</b>	Cityhome	Asst. Fire Protection Inspector	18.09	18.63	19.19
<b>Landfill Operator</b>	Metro	Landfill Operator	18.14	18.68	19.24
<b>Labourer 2</b>	North York	Worker Parks	18.21	18.76	19.32
	Toronto	Core Drill & Concrete Saw Operator’s Helper			
	Scarborough	Flusher Helper			
	Toronto	Labourer Street Shop			
	Toronto	Handyman/woman Streets Shop			
	Toronto	Labourer Catch Basin Cleaning			

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
	Toronto	Labourer Property Maintenance			
	Toronto	Labourer Forestry			
	Toronto	Labourer MM & S			
	Toronto	Labourer Bulk Lift			
	East York	Transportation Labourer			
	North York	Labourer			
	North York	Labourer			
	Toronto	Labourer Asphalt Patch Crew			
	Toronto	Labourer Surface			
	Toronto	Labourer Parks			
	Toronto	Labourer Parks			
	Toronto	Labourer Shop			
	Toronto	Labourer Machine Shop			
	Toronto	Labourer Litter Picker			
	Toronto	Labourer Street Cleaning			
	Toronto	Labourer Manual Cleaning			
	Scarborough	Labourer			
	Etobicoke	Handyperson			
	Metro	Labourer			
	Toronto	Collector Parking Meter			
	East York	Sanitation Labourer/Litter Crew			
	Toronto	Labourer Street Flushing			
	Toronto	Handyman/women's Helper (Sewer Flow Recorder)			
	Toronto	Labourer- Public Works			
	York	Labourers			
	York	Class 4			
	York	Temp. Class 4 Maintenance			
	Etobicoke	Labourer			
	North York	Probationary Labourers – Casual			
	Scarborough	Probationary Labourers (90 days)			
	Leaside M.G	Labourer			
	Leaside	Labourer			
<b>Watchperson</b>	Metro	Property Patroller Gr 1	18.21	18.76	19.32
	Toronto	Watchman			
	Toronto	Watchman/woman			
	Metro	Bldgs & Ground patroller Gr 2			
	York	Yard or Dump Watchman			
<b>Deckhand</b>	Metro	Deckhand	18.39	18.94	19.51
<b>Custodian 2</b>	N. York	Worker (Parks)	18.51	19.06	19.64
	Metro	Caretaker Gr 2			
	E. York	Facilities & Pool Operator II			
	Toronto	Caretaker			

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
	Toronto	Caretaker			
	Toronto	Caretaker – Scadding Court			
	Metro	Caretaker			
	N. York	Caretaker – Memorial Hall			
	THB	Facilities Operator			
	Metro	Project Custodian			
	Cityhome	Superintendent Resident			
	Etobicoke	Janitor			
	Cityhome	Non-Resident Superintendent (Red-Circled)			
	Cityhome	Non-Resident Superintendent			
	Cityhome	Assistant Resident Superintendent			
	Cityhome	Part-time Superintendent			
<b>Maintenance Person – Works</b>	Etobicoke	Maintenance Works	18.58	19.14	19.71
<b>Yard Attendant 2</b>	Scarborough	Service Centre Attendant	18.61	19.17	19.75
	Toronto	Yardman/Woman Gas Pump Attendant			
	Metro	Yard Attendant			
	Etobicoke	Scale Operator			
	Toronto	Watchman/Woman Gas Pump Attendant			
	Toronto	Yardman/Woman – General			
	Toronto	Gas Pump Attendant			
<b>Refuse Operator</b>	Metro	Refuse Plant Operator Gr 5	18.61	19.17	19.75
<b>Transfer Station Operator</b>	Metro	Transfer Station Operator	18.61	19.17	19.75
<b>Station Operator Gr 5</b>	Metro	Station Operator Gr 5	18.61	19.17	19.75
<b>Plant Operator Gr 5</b>	Metro	Plant Operator Gr 5	18.61	19.17	19.75
<b>Farm Labourer</b>	Toronto	Farm Labourer	18.63	19.19	19.77
<b>Parks Handyworker 3</b>	Metro	Handyworker Gr 3	18.63	19.19	19.77
	York	Class 3 Semi-skilled Tradesman			
	Toronto	Senior Labourer – Parks			
	Metro	Park Attendant			
	East York	Parks Attendant			
	Cityhome	Groundskeeper/Driver			
<b>Patroller 2</b>	Toronto	Inspector Hydrant	18.63	19.19	19.67
<b>Courier</b>	N. York	Courier – Parks & Rec	19.11	19.68	20.27

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
	N. York	Worker (Parks)			
	Toronto	Material Supply Driver			
	Toronto	Mail Car Driver			
	Toronto	Mail Car Driver – MM&S			
	Toronto	Mail Car Driver – Operations			
	Metro	Stores Driver			
<b>Combustible Gas Inspectors Helper</b>	Toronto	Combustible Gas Inspector Helper	19.11	19.68	20.27
<b>Machine Shop Helper</b>	Toronto	Machine Shop Helper	19.11	19.68	20.27
<b>Marine Oiler</b>	Metro	Marine Oiler	19.11	19.68	20.27
<b>Welders Helper</b>	Toronto Etobicoke	Blacksmith Welder's Helper Welding Shop Helper	19.11	19.68	20.27
<b>Utility Servicer 2</b>	Scarborough Toronto Etobicoke	Meter Tester Helper Technician's Helper Water Meter Sand Blasting Machine Operator	19.11	19.68	20.27
<b>General Handyworker 3</b>	Scarborough North York North York York Metro Toronto Toronto Toronto Toronto Cityhome	Handyman Worker (Clerks) Maintenance & Constr Craftsperson Handyman Handy Worker Gr 3 Maintenance Labourer City Hall Handyman/woman Handyman Handyman/woman Special Events Maintenance Worker	19.15	19.72	20.31
<b>Station Operator Gr 4</b>	Metro	Station Operator Gr 4	19.15	19.72	20.31
<b>Plant Operator Gr 4</b>	Metro	Plant Operator Gr 4	19.15	19.72	20.31
<b>Traffic &amp; Parking Technician</b>	North York	Handyman/woman Traffic & Parking Tech	19.19	19.76	20.36
<b>Asphalt Concrete Worker 2</b>	Toronto Scarborough Metro Toronto E. York Scarborough	Truck Driver – Asphalt Patch Crew Form Setter Asphalt & Concrete Finisher Asphalt & Concrete Finisher Transportation Asphalt/Concrete Crew Cement Finisher	19.24	19.82	20.41

\*Effective July 3, 2003

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
	Scarborough	Asphalt Raker			
	York	Cement Finisher			
	York	Asphalt Raker			
	York	Pitch & Tamperman			
	Etobicoke	Concrete Finish/Formset			
	Etobicoke	Asphalt Raker			
<b>Labourer 1</b>	Scarborough	Labourers	19.27	19.85	20.44
	Etobicoke	Labourer			
	York	Labourers			
	North York	Labourer			
	Scarborough	Labourer			
	Toronto	Labourer Underground			
	East York	Utilities Labourer			
<b>Building Operator 2</b>	Etobicoke	Building Maintenance Gr 2	19.36	19.94	20.54
	York	Maintenance Person			
<b>Arena Pool Operator 2</b>	N. York	Worker (Parks)	19.47	20.05	20.65
	Toronto	AIR Labourer/Driver			
	Toronto	Refrigeration Compressor Op. – Lab Trainee			
	Scarborough	Arena Attendant			
	E. York	Facility Operator – Arena/Pool			
	Toronto	Artificial Ice Rink Labourer			
	Leaside	Arena Operator (Leaside)			
	Etobicoke	Arena Maintenance Grade 2			
	E. York	Facilities Operator 1			
	York	Arena Operator 2			
<b>Yard Attendant 1</b>	Toronto	Yard Attendant	19.50	20.08	20.69
<b>Animal Attendant</b>	Toronto	Zoo Attendant	19.50	20.08	20.69
	Toronto	Farm Attendant			
	N. York	Pound Attendant			
	Metro	Farm Attendant			
<b>Traffic Handyworker 2</b>	Toronto	Handyman/wm's Helper Traffic Signs & Pavement	19.50	20.08	20.69
	East York	Transportation Traffic Crew 1			
	York	Traffic Handyman 2			
	York	Traffic Maintenance 2			
<b>Water Handyworker 4</b>	Toronto	Handyman/woman Helper Hydrants & Valves	19.50	20.08	20.69



<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
	Toronto	Handyman/woman Helper Water Valve Mtnce.			
	Toronto	Cleaner Sewer			
	York	Scrubber Assistant			
	Metro	Handy Worker Gr 2			
	East York	Utilities Maintenance Crew (Sewers)			
<b>Materials Management Clerk 2</b>	Scarborough	Stockkeeper	19.51	20.09	20.70
	Scarborough	Stock Clerk			
	Scarborough	Stock Clerk (Parks)			
	East York	Parks Maintenance & Equip Control			
	Toronto	Shop Storekeeper & Tool Repair			
	Etobicoke	Stores Person Gr 1			
	North York	Stockkeeper Gr 2 (Yards)			
	North York	Stockkeeper (Yards)			
	Metro	Stockkeeper			
	Toronto	Storekeeper			
	Toronto	Storekeeper			
	Scarborough	Tool Crib Attendant			
	Toronto	Storesman/woman			
	Toronto	Equipment Custodian			
	Toronto	Stockkeeper- Operations			
	East York	Storekeeper			
	Etobicoke	Storeperson Gr 2			
	Toronto Toronto	Stockkeeper MM & S Storekeeper			
<b>Truck Driver</b>	Scarborough	Operator Track with Sandblaster	19.57	20.16	20.76
	North York	Turf Maintenance (Parks)			
	Scarborough	Truck Driver 2.5 T & over			
	York	Tandem Truck Operator			
	Metro	Truck Driver			
	East York	Parks Maintenance Crew			
	Toronto	Truck Driver Pollution Control			
	Toronto	Truck Driver Street Cleaning			
	Toronto	Truck Driver/Washer (Light Duty)			
	Toronto	Truck Driver General			
	Toronto	Truck Driver Property			
	Toronto	Truck Driver Sewer Services			
	Toronto	Truck Driver Forestry			
	Toronto	Truck Driver Parks			
	North York	Worker Parks			
	North York	Light Equipment Operator			
	Scarborough	Truck Driver Hazardous Materials			
	York	Equipment Operator Medium			
	York	Light Equip. Operator-Sanitation			

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
	Toronto	Driver/Labourer			
	Toronto	Truck Driver Emergency Services			
	East York	Parks Truck Driver			
	Etobicoke	Parks Operator			
	Scarborough	Operator Parks-Tractor			
	Scarborough	Truck Driver 2.5 T			
	York	Dredger Assistant			
	York	Equipment Operator Light			
	Etobicoke	Truck Driver 2 (10K & over)			
	Etobicoke	Truck Driver 3 (10K GVW)			
<b>Patroller 1</b>	Scarborough	Street Light Patrol	19.68	20.27	20.88
<b>Ski Centre Servicer</b>	North York	Ski Center Servicer	19.69	20.28	20.89
<b>Field Investigator – Roads</b>	Etobicoke	Field Investigator – Roads	19.70	20.30	20.90
<b>Arborist 3</b>	Toronto	Groundworker – Forestry (Supernumery)	19.73	20.33	20.94
	Etobicoke	Forestry Handyperson			
	York	Arborist in Training			
	Toronto	Parks Pruner			
<b>Gardener 2</b>	Toronto	Greenhouse Gardener	19.76	20.35	20.96
	Toronto	Greenhouse Driver			
	Etobicoke	Grower Gr 2			
	York	Class 2 Tradesman (Horticulture)			
	York	Horticulturist in Training			
	E. York	Gardener 1			
	Etobicoke	Handyperson			
	Toronto	Outside Gardener			
	THB	Gardener			
	Metro	Gardener			
	Etobicoke	Gardener Gr 2			
<b>Station Operator Gr 3</b>	Metro	Station Operator Gr 3	19.80	20.39	21.00
<b>Plant Operator Gr 3</b>	Metro	Plant Operator Gr 3	19.80	20.39	21.00
<b>Communications/ Dispatch Clerk 2</b>	Scarborough	Communications Clerk	19.95	20.55	21.17
	York	Dispatcher			
	Etobicoke	Radio Control Clerk			
	N. York	Dispatcher			
	E. York	Operation Security			
	York	Watchman			

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
<b>Handyperson (Modified Duties)</b>	Etobicoke	Handyperson (Modified Duties)	19.95	20.55	21.17
<b>Fabric Assembler &amp; Repairer</b>	Toronto	Fabric Assembler and Repair	19.96	20.56	21.18
<b>Water Handyworker 3</b>	North York	Patrol Worker	19.97	20.57	21.19
	Scarborough	Pump Station Operator			
	Toronto	Leak Detection Technician Gr 2			
	Toronto	Handyman/woman Hydrants & Valves			
	Toronto	Handyman/woman – Toronto Island Water Works			
	York	Emergency Serviceman			
	York	Emergency Service Technician			
	East York	Utilities Maintenance & Repairs Crew 1			
	Toronto	Handyman/woman Water Valve Maint			
	Toronto	Handyman/woman Pollution Control			
	Toronto	Maintenanceman/woman Sewage Pumping Stn			
	York	Water Serviceman			
	York	Sewer Serviceman			
	York	Sewer Service Technician			
	York	Water Service Technician			
	York	Leadhand B			
	Etobicoke	Field Investigator – Utilities			
	North York	SS Labourer (S.W & Rds Mtnce)			
	Scarborough	Night Patrol			
	Metro	Handy Worker Gr 2			
	Toronto	Handyman/woman Sewer Flow Recorders			
	Toronto	Handyman/woman Sewage Pumping Stns.			
	Etobicoke	Taping Machine Operator			
	Etobicoke	Sewage Lift Stations Maintenance			
	Etobicoke	Equipment Repair Person			
	Etobicoke	Hydrant Repair Person			
<b>Arena Pool Operator 1</b>	Scarborough	Arena Operator	20.04	20.65	21.26
	E. York	Equipment Operator II Rinks			
	N. York	A.I.R. Operator Grade 1			
	E. York	Facilities & Pool Operator III			
	E. York	Facilities Rink Operator (B ticket)			
	Toronto	Refrigeration Compressor Operator/Labourer M			
	York	Arena Operator 1			
	Toronto	Refrigeration Compressor Operator B			

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
	Toronto	Refrigeration Compressor Operator/Labourer P			
	Etobicoke	Arena Maintenance Grade 1			
	Leaside	Arena Operator (Leaside)			
	E. York	Facilities Rink Operator			
	Leaside CC	Head Ice Technician			
<b>Garage Servicer</b>	Toronto	Equipment Servicer	20.04	20.65	21.26
	Scarborough	Lubricator			
	N. York	Garage Servicer (Auto Equip)			
	Scarborough	Greaser			
	E. York	Fleet Service Crew			
	Toronto	Handyman/woman Vehicle Service			
	Etobicoke	Automotive Service Person			
	E. York	Handyman/Woman - Vehicles			
<b>Refuse Crane Operator</b>	Metro	Refuse Crane Operator	20.07	20.68	21.30
<b>Plant Maintenance Operator 2</b>	Metro	Plant or Station Maint. Worker Gr 2	20.07	20.68	21.30
<b>Filtration Plant Assistant Gr 2</b>	Metro	Filtration Plant Assistant Gr 2	20.07	20.68	21.30
<b>Plant Operator Gr 2</b>	Metro	Plant Operator Gr 2	20.07	20.68	21.30
<b>Chemical Operator</b>	Metro	Chemical Operator	20.07	20.68	21.30
<b>Water Handyworker 2</b>	North York	Leadhand – Closed Circ TV Oper	20.12	20.72	21.34
	Toronto	Hydraulic & Rodding Machine Sewer cleaning Operator			
	York	Water & Sewer Investigator			
	North York	Sr SS Labourer (Sewer Water)			
	Toronto	Handyman/Woman Sewer Cleaning			
	Scarborough	GLO/Spare Pump Operator			
	Scarborough	Gang Leader Operator			
	East York	Utilities Maintenance & Repairs Crew (Sewers)			
	Etobicoke	Camera Truck Operator			
	Etobicoke	Power Bucket Operator			
<b>Parks Handyworker 2</b>	Toronto	Parks Maintenance Technician	20.38	21.00	21.63
	East York	Facilities Technician – Equip & Structure			
	Scarborough	Maintenance Man			
	North York	Greenskeeper			
	Scarborough	Class 2 Tradesman Operator			

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
	Metro	Handyworker Gr 2			
<b>Asphalt Concrete Worker 1</b>	Toronto	Handyman/woman Surface	20.40	21.02	21.65
	E. York	Transportation Surface Crew			
	Toronto	Handyman/woman Surface Asphalt			
	Toronto	Handyman/woman Surface Concrete			
	Etobicoke	Roads Leadhand			
<b>Equipment Servicer</b>	Toronto	Senior Recreation Repair Tech	20.40	21.02	21.65
	Toronto	Recreation Equipment Repair Tech			
<b>General Handyworker 2</b>	Toronto	Handyman/worker Gr 2 Machine Shop	20.40	21.02	21.65
	Toronto	Construction Handyman/woman Property			
	Toronto	General Maintenance Worker			
	Etobicoke	Handyperson			
	Toronto	City Hall Maintenance Worker			
	Metro	Handy Worker Gr 2			
<b>Traffic Handyworker 1</b>	Toronto	Sr. Handyman/woman Traffic Signs	20.40	21.02	21.65
	Toronto	Handyman/woman Traffic Signs & Pavement			
	East York	Transportation Traffic Crew II			
	North York	Semi-Skilled Labourer Traffic			
	North York	SS Labourer (Traffic)			
	Scarborough	Traffic Patrolman			
	Toronto	Core Drill & Concrete Saw Operator			
	York	Traffic Handyman 1			
	York	Traffic Maintenance 1			
	Etobicoke	Sign Erector			
	Etobicoke	Paint Stripe Machine Operator			
<b>Parking Meter Technician</b>	North York	Meter Technician	20.40	21.02	21.65
	North York	Lot & Garage Technician			
	Toronto	Technician Parking Meters			
	Toronto	Serviceman/Woman Parking Meters			
<b>Station Operator Gr 2</b>	Metro	Station Operator Gr 2	20.47	21.08	21.71
<b>Arborist 2</b>	Toronto	Tree Pruner	20.49	21.10	21.73
	North York	Tree Climber			
	Metro	Arborist Gr 2			
	Scarborough	Arborist 1			
	Etobicoke	Tree Climber Gr 2			
	York	Arborist			

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
<b>Chlorine Maintenance Worker</b>	Metro	Chlorine Maintenance Worker	20.52	21.13	21.77
<b>Driver Loader – Solid Waste</b>	North York	Recycling Operator	20.53	21.14	21.78
	North York	Truck Driver Fr End Garbage			
	North York	Driver Loader			
	Scarborough	Driver Loader – Tandem Axle			
	Toronto	Truck Driver Loader – MM & S			
	Toronto	Truck Driver MM & S			
	Toronto	Truck Driver – Bulk Lift (Supernumery)			
	East York	Recycling Truck Driver/Loader			
	Scarborough	Driver Loader			
	Etobicoke	Solid Waste Operator			
	Etobicoke	Recycling Operator			
	North York	Truck Driver (Side Loader)			
	North York	White Goods Driver			
	North York	Truck Driver (Garbage)			
	East York	Sanitation Truck Driver/Loader			
	Toronto	Truck Driver – Recyclable Material (Supernumery)			
	Toronto	Truck Driver Side Loader Operations			
	Etobicoke	Driver Loader – Tandem			
	Etobicoke	Driver Loader			
<b>Stationary Engineer 4th Class</b>	Metro	Heat Treatment Operator	20.53	21.14	21.78
	Etobicoke	Maintenance Mechanic Gr 1			
	Metro	Assistant Heat Treatment Operator			
	Metro	Heat Systems Operator			
	Toronto	4th Class Stationary Engineer			
	Etobicoke	Maintenance Mechanic Gr 2			
<b>Ambulance Conversion Fitter</b>					
<b>Step 1</b>			19.50	20.09	20.69
<b>Step 2</b>			20.09	20.69	21.31
<b>Step 3</b>			20.55	21.17	21.80
<b>Parks Handyworker 1</b>	Toronto	Development & Maintenance Handyman/woman	20.69	21.31	21.95
	York	Class 1 Lead Hand			
	East York	Parks Maintenance & Repair Crew			
	East York	Parks Pesticide Crew			
	Scarborough	Gang Leader Operator			
	Etobicoke	Parks Lead Hand			

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
	Scarborough	Park Attendant			
	Cityhome	Landscape Leadhand			
<b>Painter</b>	Scarborough	M&C Craftsman (Painter)	20.73	21.36	22.00
	Metro	Painter			
	East York	Facilities Painter			
	Toronto	Painter General			
<b>Tire Technician</b>	Toronto	Tire Technician	20.83	21.45	22.09
	E. York	Tire Technician			
	York	Mechanic's Helper			
<b>HEO</b>	Toronto	HEO Underground	20.83	21.45	22.09
	Toronto	Backhoe Operator			
	Toronto	HEO			
	North York	HEO			
	North York	HEO			
	North York	Sewer Jet Vac Operator			
	North York	Boom Truck Operator			
	Scarborough	HEO			
	Scarborough	HEO			
	Scarborough	HEO			
	Toronto	Boom Truck Operator			
	Toronto	Boom & Front End Loader			
	Toronto	Truck Driver Heavy Water Meter			
	East York	Transportation HEO			
	Scarborough	HEO			
	Metro	Heavy Construction Equip Operator			
	Etobicoke	Equipment Operator 1			
	Scarborough	Tractor Trailer Driver			
	Toronto	HEO Street Cleaning			
	Metro	HEO			
	Toronto	Crane Truck Operator			
	Toronto	HEO Surface			
	Etobicoke	Truck Driver 1 (30K and over)			
	Etobicoke	Equipment Operator 3			
	York	Emergency Night Patrol			
	York	HEO			
	Etobicoke	Equipment Operator 2			
<b>Gardener 1</b>	Toronto	Gardener Grower	20.83	21.45	22.09
	Scarborough	Senior Gardener			
	Toronto	Senior Outside Gardener			
	East York	Parks Gardener			
	Etobicoke	Grower Gr 1			
	Scarborough	Gardener Gr 1			

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
	York	Class 1 Lead Hand (Horticulture)			
	Etobicoke	Gardener Gr 1			
<b>Stationary Engineer 3rd Class</b>	Toronto	3rd Class Stationary Engineer	20.83	21.45	22.09
	Metro	Assistant Heat Recovery Operator			
<b>Arborist 1</b>	Scarborough	Arborist 2	20.86	21.48	22.13
	Metro	Arborist Gr 1			
	East York	Parks Tree Pruner			
	Etobicoke	Tree Cimeter Gr 1			
	York	Class 1 Lead Hand			
<b>Utility Servicer 1</b>	Scarborough	Water Meter Testers "A"	20.96	21.59	22.24
	North York	Waterworks Servicer Gr 2			
	Scarborough	Water Meter Testers "B"			
	Toronto	Technician Water Meters			
	East York	Water Revenue Inspector II			
	East York	Meter Technician			
	York	Meter Technician			
	Toronto	Installer Heavy Water Meters			
	Toronto	Installer Light Water Meters			
	Toronto	Tester Water Meters			
	Toronto	Inspector Water Meters			
	Etobicoke	Water Meter Install/Repair			
	North York	Meter Readout-Installer Inspector			
	North York	Waterworks Servicer Gr 1			
	Etobicoke	Service Person – Utilities			
	York	Meter Repairman			
	Etobicoke	Water Meter Install/Repair			
	York	Meter Maintenance			
<b>Equipment Repair Technician</b>	Metro	Equipment Repair Technician	21.00	21.63	22.28
<b>Leadhand – Mel Lastman Square</b>	North York	Lead Hand (Mel Lastman Sq)	21.03	21.66	22.31
<b>Sign Maker</b>	Scarborough	Signcraft Technician	21.03	21.66	22.31
	Toronto	Sign Maker – Operations			
	East York	Transportation Sign Maker			
	North York	Graphics Technician			
	York	Sign Painter			
	Toronto	Handyman (Sign Engraver)			
	Etobicoke	Sign Fabricator			



<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
<b>Filtration Plant Assistant Gr 1</b>	Metro	Filtration Plant Assistant Gr 1	21.10	21.74	22.39
<b>Station Operator Gr 1</b>	Metro	Station Operator GR 1	21.10	21.74	22.39
<b>Plant Operator Gr 1</b>	Metro	Plant Operator GR 1	21.10	21.74	22.39
<b>Electrical Technician</b>	Toronto	Sound Technician	21.20	21.83	22.49
	Toronto	Electrical Technician Traffic Counters			
	Toronto	Electrical Technician Traffic Devices			
	North York	Public Address Technician			
	North York	Electrical Servicer			
	Metro	Electrical Maintenance Worker GR 2			
<b>Yard Clerk 2</b>	Scarborough	Yard Clerk	21.25	21.89	22.54
	Scarborough	Inquiry Clerk – General Services			
	Etobicoke	Clerk Works			
	N. York	Yard Clerk			
	Toronto	Mail Car Driver			
	E. York	Operations Support Clerk			
	Toronto	Handyman/woman Unit Clerk & Shop			
<b>Irrigation Technician</b>	Scarborough	Irrigation Technician	21.25	21.89	22.54
<b>Traffic Counter Technician</b>	Scarborough	Electronic Equip Repairman	21.26	21.90	22.55
	Toronto	Traffic Counter			
	Metro	Traffic Counter Technician			
<b>Bridge Worker</b>	Metro	Bridge Worker	21.27	21.91	22.56
	Toronto	Bridgeman/woman			
<b>General Handyworker 1</b>	Toronto	Bulk Lift Serviceman/woman	21.27	21.91	22.56
	Toronto	Handyman/woman Gr 1 Machine Shop			
	Metro	Handy worker Gr 1			
<b>Recycling Operator – One Person</b>		Recyclable Operator 1 Person	21.28	21.89	22.53
<b>Small Engine Mechanic</b>	East York	Fleet Mechanic (Small Engine)	21.44	22.09	22.75
	North York	Parks Equipment Repairer Gr 2			
	Scarborough	Small Equipment Repairman			
	Toronto	Equipment Custodian and Repairer			
	Toronto	Small Engine Technician			
	Etobicoke	Maintenance Mechanic Grade 1			
	Metro	Handy Worker Gr 1 (Parks)			

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
	York	Small Engine Technician			
	York	Small Engine Repairman			
	Etobicoke	Handyperson - Parks			
<b>Leadhand</b>	Scarborough	Assistant Foreman	21.44	22.09	22.75
	Scarborough	Chief Arena Operator			
	North York	Crew Leader			
	Etobicoke	Parks Maintenance Gr 2			
<b>Locksmith</b>	North York	Locksmith	21.44	22.09	22.75
	North York	Locksmith (Parks)			
<b>Plant Technician Trainee 1</b>			21.56	22.20 *23.64	24.35
<b>Plant Technician Trainee 2</b>			20.35	20.96 *22.33	23.00
<b>Plant Technician Trainee 3</b>			19.16	19.73 *21.02	21.65
<b>Parks Monitor</b>	Etobicoke	Parks Monitor	21.57	22.22	22.88
<b>Plant Maintenance Operator 1</b>	Metro	Plant or Station Maint. Worker Gr 1	21.57	22.22	22.88
<b>Marine Engineer 2</b>	Metro	Marine Engineer	21.63	22.28	22.95
	Metro	Marine Hoisting Engineer			
<b>Building Operator 1</b>	North York	Building Maintenance Man/wm	21.70	22.35	23.02
	Toronto	Maintenance Technician			
	East York	Facilities Bldg Systems Technician			
	Metro	Building Operator			
	Etobicoke	Building Maintenance Gr 1			
<b>Water Handyworker 1</b>	Scarborough	Service Person	21.70	22.35	23.02
	Toronto	Handyman/woman Underground			
	Toronto	Technican Sewage Pumping Station			
	North York	Sr SS Labourer Waterworks Cent			
	East York	Utilities Maintenance & Repairs Crew II			
	Metro	Handy worker Gr 1			
	Scarborough	Sub-forman Technical			
	York	Lead Hand "A"			
	York	Water & Sewer Serviceman			
	York	Water & Sewer Service Technician			
	Etobicoke	Utilities Serviceperson			
	Etobicoke	Utilities Leadhand			
<b>First Aid Instructor</b>			21.72	22.36	23.03

\*Effective July 3, 2003

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
<b>Equipment Retrieval &amp; Service Technician</b>			21.73	22.37	23.04
<b>Fleet &amp; Maintenance Technician</b>	Metro	Fleet & Maintenance Technician	21.79	22.45	23.12
<b>Animal Care and Control Officer 2 – 40 hour</b>	York	Animal Control Investigator	21.81	22.46	23.13
	Scarborough	Animal Care Officer			
	Toronto	Animal Control Officer			
	Toronto	Inspector Animal Control			
	Metro	Animal Control Officer			
	N. York	Animal Control Officer			
	Etobicoke	Animal Patrol Officer			
	E. York	Animal Care Worker II			
	E. York	Animal Care Worker I			
	Etobicoke	Temporary Animal Patrol			
<b>Yard Clerk 1</b>	York	Yard Clerk	21.88	22.53	23.21
	Scarborough	Senior Yard Clerk			
	East York	Operations Administration 2			
<b>Building Systems Operator in Training</b>	Scarborough	Building Systems Operator in Training	21.88	22.53	23.21
<b>Communications/Dispatch Clerk 1</b>	Scarborough	Sr. Communications Clerk	21.88	22.53	23.21
	Etobicoke	Senior Clerk (Radio Control)			
<b>Stationary Engineer 2nd Class</b>	Metro	Heat Recovery Operator	21.96	22.62	23.30
<b>Filtration Plant Operator</b>	Metro	Filtration Plant Operator	21.96	22.62	23.30
<b>Sludge Incinerator Operator</b>	Metro	Sludge Incinerator Operator	21.96	22.62	23.30
<b>Ambulance Holding Room Attendant (Rehab)</b>			22.14	23.20	24.36
<b>Refrigeration and Filtration Mechanic</b>	Toronto	Refrigeration and Filtration Mechanic	22.15	22.81	23.49
<b>Landfill Site Controller</b>	Metro	Landfill Site Controller	22.28	22.95	23.64

\*Effective July 3, 2003

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
<b>Custodian 1</b>	Metro	Project Superintendent	22.38	23.05	23.74
	Scarborough	Custodial Supervisor			
	N. York	Head Caretaker – Memorial Hall			
	N. York	Head Caretaker			
	Toronto	Head Caretaker			
	Metro	Caretaker Grade 1			
	Cityhome	Senior Resident Superintendent			
<b>Maintenance Mechanic Foreperson</b>	Etobicoke	Maintenance Mechanic Foreperson	22.64	23.32	24.02
<b>Greenhouse Foreperson</b>	Etobicoke	Greenhouse Foreperson	22.64	23.32	24.02
<b>Meter Reader</b>	Scarborough	Meter Reader A	22.78	23.47	24.17
	North York Scarborough	Senior Meter Reader Meter Reader			
	North York	Meter Reader			
	East York	Water Revenue Inspector 1			
<b>Welder 3</b>	North York	Welder/Fitter	22.97	23.66	24.37
	Toronto	Automotive Welder			
	Toronto	Welder			
	Toronto	Welder			
	York	Welder			
	Metro	Welder Gr 3			
	Scarborough	Welder Maint. Man			
	Etobicoke	Maintenance Mechanic Gr 1			
	Etobicoke	Welder Fabricator			
	Toronto	Blacksmith Welder			
Toronto	Blacksmith				
<b>Refrigeration &amp; AC Mechanic</b>	North York	HVAC Servicer	23.00	23.69	24.40
	Scarborough	M&C Craftsman (Refridgeration &A/C)			
	Metro	HVAC Mechanic			
	East York	Facilities HVAC Technician			
	Cityhome	Maintenance Technician			
	Toronto	Mechanical Equip Maint Worker			
Etobicoke	HVAC Technician				
<b>Bricklayer</b>	Scarborough	M&C Craftsman (Mason)	23.03	23.72	24.43
	Metro	Brick & Stone Mason			
	York	Bricklayer			
<b>Burner Mechanic</b>	Metro	Burner Mechanic	23.03	23.72	24.43

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<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
	York	Burner Operator			
<b>Ambulance Liaison Officer</b>					
<b>Step 1</b>			21.10	21.73	22.38
<b>Step 2</b>			21.56	22.21	22.87
<b>Step 3</b>			22.46	23.13	23.83
<b>Step 4</b>			23.22	23.92	24.63
<b>Training Technician</b>					
<b>Step 1</b>			21.10	21.73	22.38
<b>Step 2</b>			21.56	22.21	22.87
<b>Step 3</b>			22.46	23.13	23.83
<b>Step 4</b>			23.22	23.92	24.63
<b>Sub-Foreperson (Mel Lastman Square)</b>	North York	Sub-Foreperson (Mel Lastman Sq)	23.58	24.28	25.01
<b>Materials Management Clerk 1</b>	York	Senior Storekeeper	23.59	24.29	25.02
	North York	Senior Storekeeper			
	Scarborough	Senior Stock Clerk			
	Etobicoke	Stores Keeper			
<b>Plumber</b>	Scarborough	M&C Craftsman (Plumber)	23.68	24.39	25.12
	Metro	Plumber/Steam Fitter			
	Toronto	Plumbing Technician			
	York	Plumber Welder			
	Cityhome	Licensed Plumber			
	Toronto	Plumber's Helper			
<b>Crew Scheduler</b>					
<b>Step 1</b>			21.73	22.38	23.05
<b>Step 2</b>			22.18	22.85	23.53
<b>Step 3</b>			23.10	23.79	24.51
<b>Step 4</b>			23.87	24.59	25.32
<b>Oxygen Equipment Technician</b>	Metro	Oxygen Equipment Technician	23.87	24.58	25.32
<b>Electrician</b>	Scarborough	M&C Craftsman (Electrician)	23.87	24.58 *26.27	27.06
	Metro	Electrical Maintenance Worker Gr 1			
	North York	Electrician			
	Cityhome	Licensed Electrician			
	Etobicoke	Maintenance Electrician			

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
<b>Auto Body Repairer</b>	Toronto	Auto Body Repairer	23.89	24.60	25.34
	York	Spray Painter			
<b>Industrial Millwright</b>	Metro	Industrial Mechanic/Millwright	23.89	24.60 *26.27	27.06
<b>Machinist</b>	Metro	General Machinist	23.89	24.60	25.34
	Metro	Machinist			
	Toronto	Machinist			
	Metro	Machinist			
	York	Machinist			
<b>Machinist Trainee</b>	Toronto		***TBN		
<b>Welder 2</b>	Metro	Welder Gr 1	23.93	24.64	25.38
	Metro	Welder Gr 2			
<b>Plant Technician</b>		Plant Technician	23.95	24.67 *26.27	27.06
<b>Classification Analyst</b>	Toronto	Classification Analyst	23.99	24.71	25.45
<b>Tree Nursery Technician</b>	Toronto	Tree Nursery Technician	23.99	24.71	25.45
<b>Animal Care and Control Officer 1 – 40 hour</b>	Scarborough	Animal Centre Operations Assistant	24.24	24.96	25.71
	Toronto	Sr. Animal Control Officer			
	N. York N. York	Senior Animal Control Officer Animal Control Education Officer			
	N. York	Head Pound Attendant			
<b>Welder 1</b>	Toronto	Welder Lead Hand	24.31	25.04	25.79
	Scarborough	Senior Welder Maint, Man			
<b>Electronic Technician</b>	Metro	Electronic Technician	24.35	25.08 *26.27	27.06
	Metro	Instrumentation Technician			
<b>Apprentice Mechanic</b>	Scarborough	Apprentice Mechanic			
	Scarborough	Apprentice Mechanic 5 <sup>th</sup> Yr			
	Scarborough	Apprentice Mechanic 4 <sup>th</sup> Yr			
	Scarborough	Apprentice Mechanic 3 <sup>rd</sup> Yr			
	Toronto	Apprentice Automotive Mechanic			
	Scarborough	Apprentice Mechanic 2 <sup>nd</sup> Yr			
	Scarborough	Apprentice Mechanic 1 <sup>st</sup> Yr			
<b>Year 1</b>			18.76	19.32	19.90

\*Effective July 3, 2003

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
<b>Year 2</b>			19.73	20.32	20.93
<b>Year 3</b>			20.69	21.31	21.95
<b>Year 4</b>			21.65	22.30	22.97
<b>Year 5</b>			22.61	23.29	23.99
<b>Year 6</b>			23.57	24.28	25.01
<b>Year 7</b>			24.54	25.28	26.03
<b>Building Systems Operator</b>	Scarborough	Building Systems Operator	24.58	25.31	26.07
<b>Automotive Mechanic 2</b>	Scarborough	Mechanic	24.76	25.50	26.27
	East York	Automotive Mechanic III			
	Toronto	Automotive Mechanic			
	East York	Automotive Mechanic II			
	East York	Fleet Mechanic (Vehicles)			
	North York	Automotive Mechanic			
	Scarborough	Licensed Mechanic			
	Metro	Automotive Mechanic Gr 1			
	Metro	Heavy Equip Mechanic			
	Etobicoke	Auto Mechanic Gr 1			
	York	Mechanic			
	Etobicoke	Auto Mechanic Gr 2			
	East York	Automotive Mechanic 1			
<b>Marine Steam Engineer</b>	Metro	Marine Steam Engineer	24.78	25.53	26.29
<b>Inspector</b>	York	Construction Inspc.	24.80	25.55	26.31
	York	Construction Inspc.			
	North York	Works Insp. (Engineering)			
	East York	Engineering Inspc. 40 Hours			
	Scarborough	Inspector			
	Etobicoke	Project Inspector			
	Etobicoke	Utilities Inspector			
	Etobicoke	Roads Inspector 1			
	Etobicoke	Roads Inspector 2			
<b>Carpenter</b>	Scarborough	M&C Craftsman (Carpenter)	24.82	25.57	26.33
	Etobicoke	Carpenter			
	Etobicoke	Carpenter/Locksmith			
	Metro	Carpenter			
	THB	Historic Site Technician			
	East York	Facilities Carpenter			
	North York	Carpenter			
<b>Lather</b>	Scarborough	M&C Craftsman (Lather)	24.82	25.57	26.33

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
<b>Gas Fitter</b>	Scarborough	M&C Craftsman (Oil & Gas Mechanic)	24.83	25.58	26.35
	Scarborough	M&C Craftsman			
	Toronto	Oil & Gas Burner Serv Mechanic			
	Metro	Maintenance Worker/Gas Fitter			
<b>Animal Care and Control Officer 2 – 35 hour</b>	York	Animal Control Investigator	24.92	25.66	26.43
	Scarborough	Animal Care Officer			
	Toronto	Animal Control Officer			
	Toronto	Inspector Animal Control			
	Metro	Animal Control Officer			
	N. York	Animal Control Officer			
	Etobicoke	Animal Patrol Officer			
	E. York	Animal Care Worker II			
	E. York	Animal Care Worker I			
	Etobicoke	Temporary Animal Patrol			
<b>Sub-Foreperson (Equip Repair)</b>	North York	Sub-Foreman (Equip Repair)	25.26	26.01	26.79
<b>Automotive Mechanic 1</b>	North York	Subforeman/wm (Auto Mech)	25.26	26.01	26.79
	York	Lead Hand Mechanic			
<b>Marine Engineer 1</b>	Metro	Marine Engineer Gr 2	25.50	26.27	27.06
<b>Senior Crew Scheduler</b>					
<b>Step 1</b>			23.47	24.17	24.90
<b>Step 2</b>			23.95	24.67	25.41
<b>Step 3</b>			24.95	25.70	26.47
<b>Step 4</b>			25.77	26.54	27.34
<b>Subforeman/woman Forestry</b>	North York	Subforeman/woman (Forestry)	25.83	26.61	27.41
<b>Paramedic Level 1</b>					
<b>Step 1</b>			23.59	24.77	26.01
<b>Step 2</b>			24.07	25.27	25.63
<b>Step 3</b>			25.06	26.32	27.63
<b>Step 4</b>			25.89	27.19	28.55
<b>Senior Classification Analyst</b>	Toronto	Senior Classification Analyst	25.90	26.68	27.48
<b>Nursery Technician</b>	Toronto	Nursery Technician	26.85	27.66	28.49



<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
<b>Provincial Offences Officer – Forestry</b>	North York	Provincial Offences Officer - forestry	26.89	27.70	28.53
<b>Field Training Officer Level 1</b>					
<b>Step 1</b>			24.53	25.76	27.04
<b>Step 2</b>			25.03	26.28	27.60
<b>Step 3</b>			26.06	27.36	28.73
<b>Step 4</b>			26.93	28.28	29.69
<b>Paramedic Level 2</b>					
<b>Step 1</b>			26.45	27.77	29.16
<b>Step 2</b>			27.20	28.55	29.98
<b>Animal Care and Control Officer 1 – 35 hour</b>	Scarborough	Animal Centre Operations Assistant	27.70	28.53	29.38
	Toronto	Sr. Animal Control Officer			
	N. York	Senior Animal Control Officer			
	N. York	Animal Control Education Officer			
	N. York	Head Pound Attendant			
<b>Operating Engineer</b>	Metro	Dozer/Scraper Ops Local 7	27.88	28.72	29.58
<b>Field Training Officer Level 2</b>					
<b>Step 1</b>			27.51	28.61	29.75
<b>Step 2</b>			28.29	29.42	30.60
<b>Paramedic Level 3</b>					
<b>Step 1</b>			25.90	27.20	28.56
<b>Step 2</b>			26.66	27.99	29.39
<b>Step 3</b>			27.47	28.84	30.28
<b>Step 4</b>			28.56	29.99	31.49
<b>Building Maintenance Co-ordinator</b>	York	Bldg Maintenance Co-ordinator	29.18	30.06	30.96
<b>Field Training Officer Level 3</b>					
<b>Step 1</b>			26.94	28.01	29.13
<b>Step 2</b>			27.73	28.84	29.99
<b>Step 3</b>			28.57	29.71	30.90
<b>Step 4</b>			29.70	30.89	32.13
<b>Critical Care Transport Paramedic</b>			33.30	34.96	36.71

\*Effective July 3, 2003

<b>New Classification</b>	<b>Former City</b>	<b>Former Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
<b>Technician</b>	Scarborough	Technician	34.45	35.48	36.54
<b>Field Training Officer Critical Care</b>			34.63	36.36	38.18
<b>***TBN - To be Negotiated</b>					

<b>New Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
Ambulance Conversion Fitter - Step 2	20.09	20.69	21.31
Ambulance Conversion Fitter - Step 3	20.55	21.17	21.80
Ambulance Conversion Fitter -Step 1	19.50	20.09	20.69
Ambulance Holding Room Attendant (Rehab)	22.14	23.20	24.36
Ambulance Liason Officer - Step 3	22.46	23.13	23.83
Ambulance Liason Officer -Step 1	21.10	21.73	22.38
Ambulance Liason Officer -Step 2	21.56	22.21	22.87
Ambulance Liason Officer -Step 4	23.22	23.92	24.63
Animal Attendant	19.50	20.08	20.69
Animal Care and Control Officer 1 – 35 hour	27.70	28.53	29.38
Animal Care and Control Officer 1 – 40 hour	24.24	24.96	25.71
Animal Care and Control Officer 2 – 35 hour	24.92	25.66	26.43
Animal Care and Control Officer 2 – 40 hour	21.81	22.46	23.13
Apprentice Mechanic Year 1	18.76	19.32	19.90
Apprentice Mechanic Year 2	19.73	20.32	20.93
Apprentice Mechanic Year 3	20.69	21.31	21.95
Apprentice Mechanic Year 4	21.65	22.30	22.97
Apprentice Mechanic Year 5	22.61	23.29	23.99
Apprentice Mechanic Year 6	23.57	24.28	25.01
Apprentice Mechanic Year 7	24.54	25.28	26.03
Arborist 1	20.86	21.48	22.13
Arborist 2	20.49	21.10	21.73
Arborist 3	19.73	20.33	20.94
Arena Pool Operator 1	20.04	20.65	21.26
Arena Pool Operator 2	19.47	20.05	20.65
Asphalt Concrete Worker 1	20.40	21.02	21.65
Asphalt Concrete Worker 2	19.24	19.82	20.41
Assistant Fire Protection Inspector	18.09	18.63	19.19
Auto Body Repairer	23.89	24.60	25.34
Automotive Mechanic 1	25.26	26.01	26.79
Automotive Mechanic 2	24.76	25.50	26.27
Bricklayer	23.03	23.72	24.43
Bridge Worker	21.27	21.91	22.56
Building Maintenance Co-ordinator	29.18	30.06	30.96
Building Operator 1	21.70	22.35	23.02
Building Operator 2	19.36	19.94	20.54
Building Systems Operator	24.58	25.31	26.07
Building Systems Operator in Training	21.88	22.53	23.21
Burner Mechanic	23.03	23.72	24.43
Carpenter	24.82	25.57	26.33
Chemical Operator	20.07	20.68	21.30
Chlorine Maintenance Worker	20.52	21.13	21.77

<b>New Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
Classification Analyst	23.99	24.71	25.45
Combustible Gas Inspectors Helper	19.11	19.68	20.27
Communications/ Dispatch Clerk 2	19.95	20.55	21.17
Communications/Dispatch Clerk 1	21.88	22.53	23.21
Courier	19.11	19.68	20.27
Crew Scheduler -Step 1	21.73	22.38	23.05
Crew Scheduler -Step 2	22.18	22.85	23.53
Crew Scheduler -Step 3	23.10	23.79	24.51
Crew Scheduler -Step 4	23.87	24.59	25.32
Critical Care Transport Paramedic	33.30	34.96	36.71
Custodian 1	22.38	23.05	23.74
Custodian 2	18.51	19.06	19.64
Custodian 3	16.64	17.14	17.66
Deckhand	18.39	18.94	19.51
Driver Loader – Solid Waste	20.53	21.14	21.78
Electrical Technician	21.20	21.83	22.49
Electrician	23.87	24.58 *26.27	27.06
Electronic Technician	24.35	25.08 *26.27	27.06
Engineering Students Wrkg as Const Insp	16.98	17.49	18.02
Equipment Repair Technician	21.00	21.63	22.28
Equipment Retrieval & Service Technician	21.73	22.37	23.04
Equipment Servicer	20.40	21.02	21.65
Fabric Assembler & Repairer	19.96	20.56	21.18
Farm Labourer	18.63	19.19	19.77
Field Investigator – Roads	19.70	20.30	20.90
Field Training Officer Critical Care	34.63	36.36	38.18
Field Training Officer Level 1 -Step 1	24.53	25.76	27.04
Field Training Officer Level 1 -Step 3	26.06	27.36	28.73
Field Training Officer Level 1 -Step 2	25.03	26.28	27.60
Field Training Officer Level 1 -Step 4	26.93	28.28	29.69
Field Training Officer Level 2- Step 1	27.51	28.61	29.75
Field Training Officer Level 2- Step 2	28.29	29.42	30.60
Field Training Officer Level 3 -Step 1	26.94	28.01	29.13
Field Training Officer Level 3 -Step 2	27.73	28.84	29.99
Field Training Officer Level 3 -Step 3	28.57	29.71	30.90
Field Training Officer Level 3 -Step 4	29.70	30.89	32.13
Filtration Plant Assistant Gr 1	21.10	21.74	22.39
Filtration Plant Assistant Gr 2	20.07	20.68	21.30
Filtration Plant Operator	21.96	22.62	23.30
First Aid Instructor	21.72	22.36	23.03
Fleet & Maintenance Technician	21.79	22.45	23.12
Garage Servicer	20.04	20.65	21.26

\*Effective July 1, 2003

\*\*Effective July 3, 2003

<b>New Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
Gardener 1	20.83	21.45	22.09
Gardener 2	19.76	20.35	20.96
Gas Fitter	24.83	25.58	26.35
General Handyworker 1	21.27	21.91	22.56
General Handyworker 2	20.40	21.02	21.65
General Handyworker 3	19.15	19.72	20.31
Greenhouse Foreperson	22.64	23.32	24.02
Handyperson (Modified Duties)	19.95	20.55	21.17
HEO	20.83	21.45	22.09
Industrial Millwright	23.89	24.60 *26.27	27.60
Inspector	24.80	25.55	26.31
Irrigation Technician	21.25	21.89	22.54
Labourer 1	19.27	19.85	20.44
Labourer 2	18.21	18.76	19.32
Labourer 3	12.04	14.00 **15.00	15.00
Landfill Operator	18.14	18.68	19.24
Landfill Site Controller	22.28	22.95	23.64
Lather	24.82	25.57	26.33
Leadhand	21.44	22.09	22.75
Leadhand – Mel Lastman Square	21.03	21.66	22.31
Locksmith	21.44	22.09	22.75
Machine Shop Helper	19.11	19.68	20.27
Machinist	23.89	24.60	25.34
Maintenance Mechanic Foreperson	22.64	23.32	24.02
Maintenance Person – Works	18.58	19.14	19.71
Marine Engineer 1	25.50	26.27	27.06
Marine Engineer 2	21.63	22.28	22.95
Marine Oiler	19.11	19.68	20.27
Marine Steam Engineer	24.78	25.53	26.29
Materials Management Clerk 1	23.59	24.29	25.02
Materials Management Clerk 2	19.51	20.09	20.70
Meter Reader	22.78	23.47	24.17
Nursery Technician	26.85	27.66	28.49
Operating Engineer	27.88	28.72	29.58
Oxygen Equipment Technician	23.87	24.58	25.32
Painter	20.73	21.36	22.00
Paramedic Level 1 -Step 1	23.59	24.77	26.01
Paramedic Level 1 -Step 2	24.07	25.27	26.53
Paramedic Level 1 -Step 3	25.06	26.32	27.63
Paramedic Level 1 -Step 4	25.89	27.19	28.55
Paramedic Level 2 -Step 1	26.45	27.77	29.16
Paramedic Level 2 -Step 2	27.20	28.55	29.98
Paramedic Level 3 -Step 1	25.90	27.20	28.56

\*Effective July 1, 2003

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<b>New Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
Paramedic Level 3 -Step 2	26.66	27.99	29.39
Paramedic Level 3 -Step 3	27.47	28.84	30.28
Paramedic Level 3 -Step 4	28.56	29.99	31.49
Parking Meter Technician	20.40	21.02	21.65
Parks Handyworker 1	20.69	21.31	21.95
Parks Handyworker 2	20.38	21.00	21.63
Parks Handyworker 3	18.63	19.19	19.77
Parks Monitor	21.57	22.22	22.88
Patroller 1	19.68	20.27	20.88
Patroller 2	18.63	19.19	19.67
Plant Maintenance Operator 1	21.57	22.22	22.88
Plant Maintenance Operator 2	20.07	20.68	21.30
Plant Operator Gr 1	21.10	21.74	22.39
Plant Operator Gr 2	20.07	20.68	21.30
Plant Operator Gr 3	19.80	20.39	21.00
Plant Operator Gr 4	19.15	19.72	20.31
Plant Operator Gr 5	18.61	19.17	19.75
Plant Technician	23.95	24.67 *26.27	25.41
Plant Technician Trainee 1	21.56	22.20 *23.64	24.35
Plant Technician Trainee 2	20.35	20.96 *22.33	23.00
Plant Technician Trainee 3	19.16	19.73 *21.02	21.65
Plumber	23.68	24.39	25.12
Provincial Offences Officer – Forestry	26.89	27.70	28.53
Recycling Operator – One Person	21.28	21.89	22.53
Refrigeration & AC Mechanic	23.00	23.69	24.40
Refrigeration and Filtration Mechanic	22.15	22.81	23.49
Refuse Crane Operator	20.07	20.68	21.30
Refuse Operator	18.61	19.17	19.75
Senior Classification Analyst	25.90	26.68	27.48
Senior Crew Scheduler –Step 1	23.47	24.17	24.90
Senior Crew Scheduler –Step 2	23.95	24.67	25.41
Senior Crew Scheduler –Step 3	24.95	25.70	26.47
Senior Crew Scheduler –Step 4	25.77	26.54	27.34
Sign Maker	21.03	21.66	22.31
Ski Centre Servicer	19.69	20.28	20.89
Sludge Incinerator Operator	21.96	22.62	23.30
Small Engine Mechanic	21.44	22.09	22.75
Station Operator Gr 1	21.10	21.74	22.39
Station Operator Gr 2	20.47	21.08	21.71
Station Operator Gr 3	19.80	20.39	21.00
Station Operator Gr 4	19.15	19.72	20.31
Station Operator Gr 5	18.61	19.17	19.75

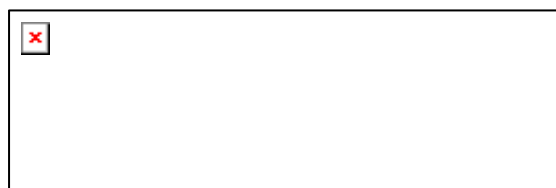
\*Effective July 1, 2003

\*\*Effective July 3, 2003

<b>New Classification</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>
Stationary Engineer 2nd Class	21.96	22.62	23.30
Stationary Engineer 3rd Class	20.83	21.45	22.09
Stationary Engineer 4th Class	20.53	21.14	21.78
Subforeman/woman Forestry	25.83	26.61	27.41
Sub-Foreperson (Equip Repair)	25.26	26.01	26.79
Sub-Foreperson (Mel Lastman Square)	23.58	24.28	25.01
Technician	34.45	35.48	36.54
Ticket Collector	16.56	17.06	17.57
Tire Technician	20.83	21.45	22.09
Traffic & Parking Technician	19.19	19.76	20.36
Traffic Counter Technician	21.26	21.90	22.55
Traffic Handyworker 1	20.40	21.02	21.65
Traffic Handyworker 2	19.50	20.08	20.69
Training Technician -Step 1	21.10	21.73	22.38
Training Technician -Step 2	21.56	22.21	22.87
Training Technician -Step 3	22.46	23.13	23.83
Training Technician -Step 4	23.22	23.92	24.63
Transfer Station Operator	18.61	19.17	19.75
Tree Nursery Technician	23.99	24.71	25.45
Truck Driver	19.57	20.16	20.76
Utility Servicer 1	20.96	21.59	22.24
Utility Servicer 2	19.11	19.68	20.27
Watchperson	18.21	18.76	19.32
Water Handyworker 1	21.70	22.35	23.02
Water Handyworker 2	20.12	20.72	21.34
Water Handyworker 3	19.97	20.57	21.19
Water Handyworker 4	19.50	20.08	20.69
Welder 1	24.31	25.04	25.79
Welder 2	23.93	24.64	25.38
Welder 3	22.97	23.66	24.37
Welders Helper	19.11	19.68	20.27
Yard Attendant 1	19.50	20.08	20.69
Yard Attendant 2	18.61	19.17	19.75
Yard Clerk 1	21.88	22.53	23.21
Yard Clerk 2	21.25	21.89	22.54

\*Effective July 1, 2003

\*\*Effective July 3, 2003



## Earned Deferred Leave

Category: **Absence From Work**

### Policy Statement

This policy allows employees who wish to take an extended period of leave for personal reasons, to plan and self-finance that leave of absence. All employees listed below who have completed their probationary period are eligible for Earned Deferred Leave.

### Application

- Non-union full-time permanent employees
- CUPE local 79 full-time permanent employees in the Full Time Unit
- TPF Local 3888 permanent employees (with specific limitations) as provided in the Earned Deferred Leave - Letter of Intent attached to the collective agreement.

### Definitions

*Earned Deferred Leave*: an authorized leave for six months or one year, in which an employee receives reduced pay during the enrolment period and receives the accrued deductions and interest during the leave period. The leave period must commence within 6 years from entering into the program.

#### *Leave Options*

Employees may apply for any of the following earned deferred leave options:

- 90% Option: 4.5 years of work at 90% pay and 6 months of leave
- 80% Option: 4 years of work at 80% pay and 1 year of leave or 2 years of work at 80% pay and 6 months of leave
- 75% Option: 3 years of work at 75% pay and 1 year of leave or 1.5 years of work at 75% pay and 6 months of leave

Under each of these options, an employee receives the specified percentage of their salary for the period worked and receives the banked percentage plus accrued interest during the leave period, paid out in equal pay period installments. The accrued interest is taxable on an annual basis during the enrolment period and will be reported on an employee's T4 form.

#### *Enrolment*

An employee may apply for enrolment in the plan at any time of the year.

An employee must obtain approval to enrol in the plan, from his/her executive director/general manager or designate.

### Conditions

The executive director/general manager or designate may:

- approve the request for immediate enrolment
- approve the request but defer enrolment for a year
- deny the request.

The executive director/general manager or designate must send written approval, deferral or denial of the request to the applicant. If the request is deferred he/she should indicate when the employee's request can be granted. If the request is denied he/she must explain the reasons to the employee.

The executive director/general manager or designate should evaluate applications on the basis of consistent criteria to ensure employees are treated in a fair and equitable manner. In a situation where a number of employees within the same division or section apply for leave at the same time the executive director/general manager or designate may need more information to prioritize requests. *Guidelines for Assessing Competing Requests* are included in this policy under the Implementation Section. The division will most often receive notice three or four years in advance of a leave; this will provide substantial opportunity for planning.

The terms of the enrolment in the plan are documented in an [Earned Deferred Leave Contract](#)



signed by both parties, when a leave is approved. This can be changed in one of the following ways:

- The terms of the contract are changed by mutual consent.
- An executive director/general manager may require an employee to withdraw from the plan if the employee transfers or is promoted to a different division/department that did not authorize the leave and that division cannot accommodate the employee's absence because of operational requirements.
- An employee, who wishes to withdraw from the plan during the enrolment period, may do so in exceptional circumstances only e.g. financial hardship. If the employee withdraws from the plan he/she receives one lump sum payment for deferred salary and accrued interest, which becomes fully taxable in the year of receipt.

An employee must take an Earned Deferred Leave all at once i.e. the leave cannot be split up. The Earned Deferred Leave program and Earned Deferred Leave Contract are governed by and administered in accordance with Section 248(1) of the Income Tax Act and Regulation 6801. An employee is not allowed to enter into more than one Earned Deferred Leave Contract at a time.

Employees on Earned Deferred Leave may not work in any city department in either a full-time or part-time capacity during the period of leave.

While an employee is on leave a position may be filled with acting or temporary staff, or left vacant.

#### *Return from leave*

An employee returning from Earned Deferred Leave will return to his/her former position if available, or a suitable alternate position.

In accordance with regulation 6801 of the Income Tax Act, employees are required to return to their employment after the leave for a period that is not less than the leave of absence. An employee is not allowed to schedule a leave if the return date does not allow the mandatory work period to be completed before his/her mandatory retirement date.

#### *Guidelines for Assessing Competing Requests for Earned Deferred Leaves*

Requests will be received a year or more in advance of the leave, providing substantial opportunity to prepare for the period of absence.

On some occasions, two or more employees may request leaves at the same time. If it is not possible to accommodate all those applicants, an attempt should be made to negotiate some satisfactory alternative schedule with the parties involved. If no satisfactory resolution can be obtained, the following criteria can be taken into account when making the decision.

Priority should be given to employees requesting a leave under the following circumstances:

- an employee plans to use the leave as a means of easing the transition to full retirement, subject to conditions stated above
- a leave is being requested on "compassionate" grounds, for example to provide care to an ill family member
- an employee has been appointed to a leadership position with a professional or volunteer organization, and requires a leave in order to take the position
- a leave has been requested for a specific time-dated activity that cannot easily be postponed (e.g. attendance at a course of studies).

The executive director/general manager or designate may also wish to take the following factors into account when determining priority among competing requests:

- a leave date has been requested to co-ordinate with that of other family members.
- a leave date has been requested to provide for a specifically seasonal activity.

If it is not possible to resolve the conflict given these factors, it is recommended that an objective criterion such as seniority or date of application be used to determine priority.

#### *Starting the Leave*

Employees should begin their leaves as soon as the deferral period is over. In exceptional circumstances, employees may defer their leaves, however, income tax regulations require that the leave of absence must begin no later than six years after the start of the deferral period. For example, if the deferral begins on June 1 2001, the leave of absence must start no later than June 1, 2007.

## **Implementation**

*Illness during Leave*

If an employee becomes seriously ill during the leave, and wishes to defer part of the leave, the employee should contact his/her executive director/general manager or designate. These situations will be dealt with on a case by case basis. Adjustments will be made in cases where the illness is of such severity and duration so as to effectively frustrate the purpose of the leave, and are within the latitude allowed by Revenue Canada regulations.

*Salary*

During the enrolment period, an employee receives and is taxed upon the elected percentage of his/her current salary. While on leave the employee receives and is taxed upon the deferred amount plus accrued interest paid out.

During the enrolment period, interest credited on deferred amounts is reported for tax purposes each December 31.

*Benefits*

The employee receives his/her usual benefits during the enrolment period of the plan and the leave period. Most employee benefits are not related to level of income. There are some exceptions:

- Group Life Insurance
- Long Term Disability
- Pensions

Contributions and premiums for these programs during the enrolment period will be based upon full (100%) salary. During the leave period benefits related to salary shall be at the salary level (100%) at the time the leave started.

During the leave period an employee may elect to maintain any optional life insurance coverage that he/she has and pay the appropriate premiums. If the employee declines to maintain this coverage, upon return from the leave it may be necessary to provide proof of insurability to re-instate optional coverage.

*Pension*

Under the OMERS Plan, the leave period is considered broken service. When the employee returns from leave if he/she wishes to buy back pension service he/she must pay both the employee and the employer's contribution to the pension plan, for the period of the leave. If the employee elects to purchase this period of broken service, the city will make a one-time lump sum payment equal to the employer's contribution to the employee. This lump sum is a taxable benefit.

The Income Tax Act restricts the number of broken service periods for which an employee can purchase pension credit to a lifetime maximum of 5 years plus up to an additional 2 years for periods of parental leave.

*Vacation*

- Employees do not earn vacation while on leave.
- Any vacation that is owing to employees when they begin the leave will be available to them when they return from leave.
- The period of the leave counts towards service requirements for calculating increases in vacation entitlements.

For example: On January 1st 2002 an employee begins his 7th year of employment and has 15 days entitlement in his vacation bank when he goes on leave on January 1st 2002. He takes 6 months leave. He still has 15 days entitlement when he returns to work on July 2nd 2002.

However, in 2002 he works for 6 months only and therefore earns 7.5 days of vacation, which is made available to him on January 1st 2003. On January 1st 2004, in the employee's 9th year he is entitled to 20 days of vacation.

*Canada Pension and Employment Insurance*

Employment Insurance premiums are deducted during the enrolment period on the full salary. During the leave an employee does not contribute to employment insurance and the leave period is not counted as insurable employment. If this is of concern to an employee he/she should check the implications of his/her particular situation by contacting the local Employment Insurance Commission office. Canada Pension Plan deductions are calculated on the reduced salary during the enrolment period and during the leave CPP is calculated on the deferred amount.

**Salary & Benefits**

*Sick pay*

No sick pay is accrued during the leave. Any sick credits owing to employees when they begin the leave will be available to them when they return from leave.

**Approved by**

Workforce Strategy Team for the Executive Management Team.

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