

The Effective Date Of This Collective Agreement Is January 1, 2002 or Unless Otherwise Stated.

BETWEEN:

CITY OF TORONTO,

herein called "The City",

OF THE FIRST PART,

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION NO. 79**

herein called "Local 79",

OF THE SECOND PART.

WHEREAS Local 79 is an organization of employees formed for purposes that include the regulation of relations between employees and employers; and

WHEREAS the by-laws of Local 79 as approved provide that membership in Local 79 shall be open to those employees of the City as hereinafter set forth; and

WHEREAS the City and Local 79 have mutually agreed to enter into and execute this Collective Agreement commencing from January 1st, 2002, to remain in force until and including the 31st day of December, 2004, and from year to year thereafter as hereinafter provided;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in Consideration of the premises the City and Local 79 hereby mutually covenant and agree as follows:

12083(02)

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**Article 1
PURPOSE**

1.01 The purpose of this Agreement is to provide for an effective collective bargaining process, in order to provide mutually satisfactory employment relations between the Employer and Local 79 and an amicable method of settling differences with respect to general working conditions and the interpretation, application and administration of this Agreement.

**Article 2
RECOGNITION**

2.01 The City recognizes Local 79 as **the** sole bargaining agent for all full-time employees of the City of Toronto *who* may occupy positions set forth in Schedule 1 annexed hereto and forming part of this Agreement, such group of employees being referred to as "the 79 Unit".

CLARITY NOTE 1: All employees grandparented by Article 10(a) and (b) of the Agreement incorporated into paragraph 13 of the **Board** Order dated **November 19, 1998**, under OLRB File No. 1202-98-PS shall be included in the bargaining unit described in clause 2.01.

CLARITY NOTE 2: Employees covered by the following part-time projects shall be included in the bargaining unit described in clause 2.01.

- (a) Employees covered by the former City of Etobicoke ONA Local 29 Collective Agreement who, pursuant to a Letter of Understanding on Job Sharing, work part-time hours;
- (b) Employees covered by the former City of Etobicoke Health Unit, CUPE Local 3431 Collective Agreement who, pursuant to a letter of Understanding on Job Sharing, work part-time hours;
- (c) Employees covered by the former Municipality of Metropolitan Toronto CUPE Local 79 Collective Agreement who, pursuant to a Supplementary Memorandum of Agreement with respect to a Part-time Pilot Project, work part-time hours;
- (d) **Employees covered** by the former City of North York ONA Local 41 Collective Agreement *who*, pursuant to a Memorandum of Understanding on Job Sharing, work part-time hours;
- (e) Employees covered by **the** former City of Toronto CUPE Local 79 Collective Agreement who, pursuant to a Supplementary Memorandum of Agreement with respect to a Part-time Pilot Project, work part-time hours;

- (9) Employees covered by the former Board of Health for the **City** of York ONA Local 59 Collective Agreement who, pursuant to a letter of Understanding with respect to job sharing, work part-time hours;
- (g) Employees covered by the former City of Scarborough CUPE Local 3752 **Collective Agreement who pursuant to the Collective Agreement** applied for part-time work and now work part-time hours;
- (h) Employees covered by the former **Board of Health** for the Borough of East York, **ONA Local 5 Collective Agreement** who pursuant to a Letter of Understanding with respect to **job sharing, work** part-time hours.

CLARITY NOTE 3: All temporary employees who work full-time hours on a seasonal basis and who work within a position set forth in Schedule 1 of both this Collective Agreement and the Part-time Unit "B" Collective Agreement shall be included in the bargaining unit described in clause 2.01.

CLARITY NOTE 4: Those employees covered by the former Board of Health for the Borough of East York Collective Agreement with CUPE Local 114 and who, as at the date of ratification of this Agreement, worked a regular weekly schedule of 33 ¾ hours per week are included in the bargaining unit described in clause 2.01 and are covered for all purposes by the main body of this Agreement.

CLARITY NOTE 5: All employees who work full time hours per week for 10 consecutive months of each year shall be included in the bargaining unit described in clause 2.01.

NOTE: Immediately following **ratification** of this Collective Agreement, the parties will meet to identify **those** employees and positions who fall under Clarity Note 1, Clarity Note 2, Clarity Note 3, **Clarity Note 4** and Clarity Note 5 and mutually agree as to **where the employees and positions** should fall.

2.02 The parties hereto agree that all persons **occupying** positions in the office of the Mayor of the City of Toronto shall be excluded from this **bargaining** unit.

2.03(a) In this **Agreement the word "employee" means a person hired by the City** for either the Permanent or Temporary Service for a position which comes within **the bargaining unit described in clause 2.01** hereof and who is on the active payroll of the **City**.

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

- (i) **to replace** an employee *who* is absent for any reason;
- (ii) to **work on** a special project or undertaking;
- (iii) to work on a seasonal basis to meet seasonal needs; or
- (iv) to **meet** unexpected and/or **peak** workload demands.

2.03(c) Nothing In the foregoing shall be deemed to prohibit the City from using volunteers provided such volunteers do not perform bargaining unit work and shall not displace any bargaining unit employee.

2.03(d) 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.

2.04 Whenever the City establishes a new non-union position, the Director of Employee and Labour Relations will, where practicable, provide Local 79 with thirty (30) calendar days written notice prior to the implementation of said position.

In the event that Local 79 is of the opinion that the position may come within the 79 Unit, Local 79 shall so notify the Director of Employee and Labour Relations within ten (10) working days of the Local 79's receipt of the notice from the City. If requested, the City shall meet with Local 79 forthwith for the purpose of discussing the matter.

The question as to the position's inclusion in or exclusion from the 79 Unit shall be determined by mutual agreement or, In the absence of an agreement, Local 79 may file a grievance under clause 16.07. Such grievance shall be initiated at Step 3 of the grievance procedure.

2.05 Local 79 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, promote, demote and suspend or otherwise discipline any employee provided that a claim of discriminatory promotion, demotion, or transfer, or 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.

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

LETTER OF INTENT
LONG TERM 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 Interim Award dated September 24, 2002, 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 Interim Award dated September 24, 2002, 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, and if the City intends to continue to fill the position, the position will be posted as a permanent position in accordance with the Collective Agreement.

Article 3
UNION SECURITY

3.01 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 79 Unit shall become members of Local 79 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 Local 79, other than for engaging in unlawful activity against Local 79.

3.02 The City in respect to each of the employees who is subject to the provisions of this clause shall:

- (i) deduct from each pay of such employee such sums for dues and contributions to Local 79, provided such are to be uniformly levied for not less than six (6) months payable by such employee as the by-

laws of Local 79 or minutes of meetings at which any change in such dues and contributions is made, as the case may be;

- (ii) continue to make such deductions until this Agreement is terminated; and
- (iii) within one (1) week after making each such deduction, pay the sum so deducted to Local 79.

3.03 Local 79 will provide to the City a certified true copy of the section of the by-laws of Local 79 authorizing any such dues and contributions and a certified true copy of the section of the minutes of a meeting at which any change in such dues and contributions is made.

3.04 Local 79 will save the City harmless from any and all claims which may be made against the City for appropriate amounts deducted from pay pursuant to clause 3.02 herein.

3.05 The City shall provide Local 79, on a biweekly basis, a list of all employees from whose wages union dues have been deducted and, in accordance with the respective pay system report criteria, the union dues amount, the biweekly earnings, the hours worked, and an alternate rate indicator, where available and applicable.

LETTER OF INTENT
PAY /STEM REP CRITERIA

The parties agree to continue meeting to discuss pay system report criteria, to ensure a full review and understanding of information needs and appropriate methods of addressing these needs.

3.06 The Executive Director of Human Resources of the City shall forward to the Recording Secretary of Local 79 notice of all appointments, reclassifications, promotions and reversions affecting all employees within the Local 79 bargaining unit and Local 79 may make representations to the Executive Director of Human Resources in this regard,

3.07(a) The City will recognize representatives of Local 79 authorized by Local 79 to attend meetings provided for under the Collective Agreement. Local 79 agrees to notify the City in writing in advance of the names of its representatives.

3.07(b) Leaves of absence with or without pay to attend to Local 79 business are subject to approval by the City unless the Collective Agreement provides otherwise. Such approval shall not be unreasonably withheld.

- 3.07(c) When meetings are held between Local 79 representatives and the City, the City and Local 79 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** employee and Local 79 representative in attendance at such **meeting**.

LETTER OF INTENT
INFORMATION REQUESTS

The City and Local 79 agree to meet immediately following the complete conversion of the existing payroll **systems** from their present format to the SAP **system** for the purpose of providing Local 79, where possible, with the following payroll data:

- (a) a bi-weekly list of **all employees** from **whose wages** union **dues** have been deducted including the **salary/wages** of each employee, the hours worked and hourly rate of pay **for Temporary employees**;
- (b) a bi-weekly list of employees paying **dues** for the first time and employees no longer paying **dues** including the **reasons** for no longer paying **dues**, **and** employees once again paying **dues** including the reason for restarting;
- (c) a bi-weekly list of **employees who are** in a "no-pay" status or who have insufficient pay from which to deduct **dues** or those not paying **dues such** as those employees on lay-off, approved leaves of absence, **WSIB, LTD** or other **reasons**;
- (d) a quarterly list of all employees, their employee number (new and **old**), **classification**, their latest home address, work **location**, section, division, department and work telephone numbers **to assist Local 79 in providing services to the members**;
- (e) a monthly **list** of current classifications and the actual number of incumbents by class in each classification, broken down by section, division and **department**;
- (f) a **bi-weekly list** of **all permanent** positions that have been vacant longer than thirty (30) days, indicating the status of each of these vacancies;
- (g) a monthly **list** of all Local 79 employees in all alternate rated assignments, the employee's **affiliation** and the **affiliation** of such alternate rated positions, the expiry date of the alternate rate, job title **of** the alternate rated position, name and employee number of the incumbent, section, division and department of the position to be alternate rated, the **first** date of the alternate rate assignment; and,
- (h) a bi-weekly **list** of all **employees who are** not members of Local 79, working in Local 79 classifications, the date of their first assignment to such classification, the expected expiry date of such **assignment** and the list of all Local 79 members alternate rated to other classifications **in** the City or on secondments, or other assignments **outside** the City.

Any other requests for information by Local 79 shall be considered on a case by case basis. The City shall make **every** reasonable effort to provide Local 79 with the foregoing information.

Article 4 PROBATIONARY PERIOD

- 4.01 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**.
- 4.02 **Where** an employee was originally **employed** in the "Temporary Service" and is subsequently employed in the "Permanent Service" in a position in which there is no distinct change in the character of his/her employment, such "Temporary Service" shall count in full towards the **probationary period and such** employee shall be entitled to **benefits** as applicable.
- 4.03 Notwithstanding 4.01 above, those employees hired on or before May 11, 2000 will continue to serve the probationary period under **the** Collective Agreement that they were hired.

Article 5 NO DISCRIMINATION OR HARASSMENT

- 5.01 The City and Local 79, their respective servants **and** agents agree that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practised with respect to **any** employee in the matter of wage **rates, 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 nor **by** reason of **membership** in a labour union, **and the** City agrees that it will not, either directly or through any person acting on **its** behalf, discriminate against any person in its employ because of such person being an officer, **steward**, committee member or member at **large of Local 79**.
- 5.02 **In this article, the term "Handicap",** as provided in clause 5.01 shall be as defined in the Human Rights Code, R.S.O. 1990, as amended.
- 5.03 The prohibition within clause 5.01, 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.

Sexual Harassment

5.04 Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection and/or reporting of such behaviour.

Article 6 WAGES AND SALARIES

6.01(a) Effective January 01, 2002, the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position as set forth in Schedule 1 annexed hereto and forming part of this Agreement, provided however, that the annual and bi-weekly rate and the hours of work as shown in the said Schedule is to be used only for the purpose of annual estimates and/or information by the various Departments of the City.

6.01(b) Effective January 01, 2003, the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position as set forth in Schedule 1 annexed hereto and forming part of this Agreement, provided however, that the annual and bi-weekly rate and the hours of work as shown in the said Schedule is to be used only for the purpose of annual estimates and/or information by the various Departments of the City.

6.01(c) Effective January 01, 2004, the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position as set forth in Schedule 1 annexed hereto and forming part of this Agreement, provided however, that the annual and bi-weekly rate and the hours of work as shown in the said Schedule is to be used only for the purpose of annual estimates and/or information by the various Departments of the City.

Increments

6.02(a) Employees shall progress through the increment levels as set out in the Wage Schedules unless the Department Head withholds an increment, in which case, the employee shall be advised in writing of the reasons therefor.

6.02(b) Increments shall be effective at the beginning of the pay period following the date upon which the increment is effective.

- 6.02(c) An employee's anniversary date for an increment shall not be adjusted as a result of any pregnancy and/or parental leave taken pursuant to clauses 17.03(a) or 17.03(b).
- 6.03 Provided that ~~the~~ Department Head so recommends, a **temporary** employee who is employed in a **position** to which a **salary** range is applicable, shall upon the completion of one (1) year of continuous service in such position, receive ~~the first~~ increment **provided** in Schedule 1, in the same manner as a permanent **employee** in **such** position in accordance with clause 6.02 and thereafter shall receive annual increments as set out in ~~the~~ said Schedule **and** clause **6.02**.
- 6.04 The City may set rates of pay for new or changed classifications and shall advise local 79 of **such new** or changed **classifications** at least ten (10) working days prior to the implementation of the new or changed **rate of pay and/or** changed classification. If Local 79 is of the opinion that the **rate** is unfair or Improper, Local 79 shall **have** the right of filing a grievance in accordance with the procedure as set forth in clause 16.07 {Step 3} hereof.

Alternate Rate

- 6.05 **Subject to clause 6.07, whenever** an employee is assigned to perform the regular duties of a higher **rated** position for at least a full day or **shift**, he/she shall be paid the minimum of the **hourly** rate for the position of the higher classification or an increase of thirty cents (30¢) per hour, whichever is the greater.

Effective October 2, 2002 this rate increases to **sixty-five cents (65¢)**.

This clause does not apply to an employee in a trainee classification.

- 6.06 The foregoing alternate rate **provisions** shall **apply** to periods **during** which the **employee** is absent on **paid** leave, receiving sick pay in accordance with **Article 11** or on **paid holidays** or on annual vacation, provided such employee has been continuously **paid** at such alternate rate for at least three (3) 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 twenty (20) working days prior to such absence on paid leave,

These provisions shall apply only when the three (3) 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**.

6.07 Subject to clause 6.02, where an **employee is assigned** to perform the regular duties of a higher rated position and actually works sufficient aggregate time to qualify for an increment within **the** eighteen (18) month period following the Initial assignment to such position, **he/she** shall be granted such increment effective the beginning of **the pay period** nearest the date on **which he/she** qualifies for such increment. In addition to actual **time worked**, and pursuant to clause 6.06, all time that an employee is absent on paid leave, receiving sick pay in accordance with **Article 11 (Sick Pay)** or on paid holidays, or annual vacation shall apply towards an employee's **aggregate time** in qualifying for an increment.

An employee may qualify for any subsequent increments in the same manner as set out above and will begin to accumulate such aggregate qualifying **time** immediately following the effective date of the initial increment.

6.08 All employees shall as a condition of their employment participate in payroll direct deposit.

LETTER OF INTENT SHORTAGE OF PAY

In the event that **an employee's pay has a shortage** of seven (7) 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 Employer 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.

LETTER OF INTENT ALTERNATE RATE REVIEW

Following issuance of the Interim Award dated September 24, 2002, the City and Local 79 will review those alternate rate assignments where the **employee** from any **Local 79** Bargaining Unit has **been** on the same alternate rate assignment for a period in excess of two (2) continuous years as of the **date of issuance** of the Interim Award dated September 24, 2002.

Upon completion of the **review, consideration** will **be** given to pasting the position into which the employee has been alternate rated, provided that the position **is** not one to which a permanent employee has a claim or where the alternate rate assignment is expected to be terminated **in** the near future.

LETTER OF INTENT
RATE AND JOB CLASSIFICATION HARMONIZATION PROCESS

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.

The City and Local 79 will establish a Harmonization Committee within thirty (30) days following ratification of up to twenty (20) members, ten (10) appointed by each party and shall meet forthwith following the appointment of the Committee members. Local 79 members will receive their regular rate of pay for time spent in carrying out the Committee's responsibilities during their regular working hours.

2. Among the Committee's 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, and all the relevant information in connection with 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 Local 79 and the City. Positions taken at the Committee by either party or their representatives are without prejudice to any position either party may take at Arbitration.
5. The parties shall agree on the appointment of 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.

If the parties have not reached an agreement on all of the wage rates and job classifications by December 31, 2000, or such later date as may be agreed upon in writing, either Local 79 or the City may refer the outstanding rates and classifications, including all matters relating to implementation dates (retroactivity) 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(s)** 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** January, February and March **2001**.
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 Labour Relations Act, 1995, S.O. 1995, as amended, except as modified by paragraph 4 of the Memorandum of Agreement dated March 23, 2000.
10. A draft decision of the Board of Arbitration on all outstanding wage rates and job classifications, including Implementation dates (retroactivity) 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. **Falling agreement** in that time, the draft decision of the Board of Arbitration shall become final and binding on **all parties**.

PRINCIPLES FOR HARMONIZATION

1. All available information, including financial **information**, necessary for the Harmonization Committee to carry out its responsibilities will be provided by the City in full and on a timely **basis**. The **mediator/arbitrator will have** the jurisdiction to order the production of any such information.
2. The effective date for implementation, including **retroactivity**, if any, **of any matter** referred to **arbitration** is to be determined by the Board of Arbitration. However, where as a result of the **harmonization** process an employee's current wage rate is greater than **the** classification rate established for the employee, the employee shall continue to **receive** all negotiated wage increases and increment increases **otherwise** provided for under this Agreement. In addition, and for the sake of greater clarity, no employee shall suffer any reduction in the **employee's** 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 **renegotiation** of **this** Agreement, it is understood that the wage rates shall be as **determined** by **the** Harmonization process.
3. It is agreed that as of the **date of execution** of this Agreement **that** the parties have not been able to identify **and** agree upon the methods to be **used** by the Harmonization Committee in carrying out its **responsibilities** as described **in** the Letter of Intent. Accordingly, if the Committee is unable to agree upon the methods, **either party** may advance before **the** Board of Arbitration whatever methods it **considers** appropriate.

4. **The parties acknowledge that** there are a number of outstanding wage rate issues currently pending under **existing job** evaluation programs/pay equity programs provided for **either** separately or under Collective Agreements which form part of the composite Collective **Agreement**. Accordingly, **the** parties agree that these issues shall continue to be processed and, if necessary, arbitrated under the terms of **the** appropriate Collective **Agreement**. For this purpose, the relevant Collective Agreements/ Pay Equity Plans will **be** considered continued until the outstanding issues have been **concluded**.

Article 7 PREMIUM PAY PROVISIONS

Overtime

- 7.01(a) Each employee shall be paid at the rate of time and one-half for all time worked **in excess** of his/her regularly scheduled work day or work week.
- 7.01(b) Subject to there being mutual agreement between **the employee and the Department Head** an employee may receive compensation for overtime worked in the form of time off in lieu of **pay**, at the rate of one and one-half (1 ½) hours off for each hour of overtime worked provided that **the** lieu time **accumulated** for both overtime work and work **on** designated holidays as provided in Article 9 (Designated Holidays) does **not** exceed ninety-six (96) hours at **any** one time. The ninety-six (96) hours **is replenishable**.
- 7.01(c) Any such lieu time which has not been used or scheduled to be used by the **end** of a calendar year shall be paid out to the employee, unless there is mutual agreement between the employee and his/her supervisor no later than November **1** that **the unused lieu** time may **be** carried over to the subsequent year.
- 7.01(d) Subject to operational requirements, overtime shall be distributed as equitably as possible amongst those employees who normally perform the work within the work location concerned. If a dispute arises concerning the distribution of overtime **within** a work location, the necessary overtime **records** will be made available for inspection by Local 79 upon request.

Call-back

- 7.02(a) Each **employee** who has completed his/her regular day's work and who has **left his/her 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/her **regular work day**, **shall** be paid by the City as a minimum, the equivalent of four (4) hours pay at his/her 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,

7.02(b) Without limiting the generality of the foregoing, the payments referred to in clause 7.02(a) will not be applicable to overtime hours worked in conjunction with an employee's regular scheduled shift.

Stand-by

7.03(a) In the event an employee is assigned to stand-by, he/she shall be available for work when called by telephone or paged, and shall receive a minimum of three (3) hours pay at his/her regular straight time hourly rate for each 24 hour period that he/she is assigned to stand-by.

7.03(b) If the employee while on stand-by is required to work, all hours so worked shall be subject to overtime rates.

7.03(c) In the event an employee is on stand-by and is called into work, he/she shall not be entitled to call-back pay as set out in clause 7.02.

Shift Bonus

7.04(a) Each employee of the City coming within the Local 79 Unit who, as part of a regularly scheduled work week works on a shift, any part of which, exclusive of overtime, falls within the hours of 7:00 p.m. of any day and 6:00 a.m. of the next following day, shall be paid for all hours worked on such shift, a bonus of sixty-three cents (63¢) per hour provided that no such bonus shall be paid where premium pay is paid.

Effective September 4, 2002 this rate shall be increased to seventy cents (70¢) per hour.

Effective January 01, 2003 this rate shall be increased to seventy-five cents (75¢) per hour.

7.04(b) Each employee coming within the Local 79 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 4, 2002 this rate shall be increased to seventy cents (70¢) per hour.

Effective January 01, 2003 this rate shall be increased to seventy-five cents (75¢) per hour.

7.04(c) Each employee coming within the Local 79 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 **day(s)**.

Effective September 4, 2002 this rate shall be increased to seventy cents (70¢) per hour.

Effective January 01, 2003 this rate shall be increased to seventy-five cents (75¢) per hour.

7.04(d) Each employee of the City **coming** within the Local 79 Unit who, as a part of a regularly **scheduled** work **week**, works **on** the afternoon and/or night **shift** ending **on** a Saturday and/or Sunday, shall **be** paid a **week-end/shift** bonus premium of one dollar and ~~twenty-six~~ cents (\$1.26) per hour for all regular hours worked on such scheduled shift. The **week-end/shift** bonus premium shall **be in lieu** of the provisions of clauses 7.04(a), (b) and (c).

Effective September 4, 2002 this rate shall be increased to one dollar and forty cents (\$1.40) per hour.

Effective January 1, 2003 this rate shall be increased to one dollar and fifty cents (\$1.50) per hour.

7.04(e) **Management shall delegate in each** Home for the Aged a Registered Nurse to act as "Registered Nurse-in-Charge" of the building for those day, evening, night and/or weekend hours when no manager is in the building. For those hours that the Registered Nurse acts as "Registered Nurse-in-Charge", ~~she/he~~ shall be paid one dollar and twenty-five (\$4.25) per hour in addition to his/her regular rate of pay and any other shift premium.

Once a Registered Nurse has been **identified** as "Registered Nurse-in-Charge" the Registered Nurse shall complete responsibilities as assigned by Management to ensure the provision of safe care and **service** to residents and the maintenance of safety in **the** workplace for those hours when **no** manager is **in** the building.

Effective January 1, 2004, the rate is to be increased to one dollar and fifty cents (\$1.50).

Compressed Air

7.05 All employees working in compressed air shall be paid at the following rates:

- (i) **Where air pressure is between** normal atmospheric pressure and twenty (20) pounds - **fifteen dollars (\$15.00)** per day.
- (ii) Where air pressure is **more** than twenty (20) pounds - **twenty dollars (\$20.00)** per **day**.

- 7.06 The rates specified in clause 7.05 hereof shall be paid if the employee is required to enter the compressed air working area for any portion of a day, but no employee shall be paid more than one (1) day's additional remuneration in a one (1) day working period, when required to enter and leave a compressed air working area on more than one (1) occasion in a one (1) day period.

Judicial Proceedings

- 7.07(a) An employee who is required to appear in court or who is involved in other legal proceedings beyond his/her regularly scheduled hours of work on matters arising out of his/her employment, shall be paid at the rate of time and one-half for all hours worked beyond his/her regularly scheduled hours of work.
- 7.07(b) It is understood and agreed that the foregoing does not apply to arbitration hearings which are or have been initiated under this Collective Agreement or any predecessor Agreement.

Article 8 HOURS OF WORK AND SHIFT CHANGE

- 8.01(a) The regular 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 7:00 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.
- 8.01(b) Regular hours at variance with the foregoing may, nevertheless, be established.
- 8.01(c) Where the hours of work of an employee normally assigned as a day worker are to be changed, the employee and Local 79 shall be given five (5) working days notice of such change. It is understood and agreed that the five (5) working days notice shall not be required where the change of hours of work is caused by an emergency. Nothing herein shall prohibit the City from instituting such rescheduling, but in the event of a dispute, the matter may be the subject of a grievance.

Shift Change

- 8.02(a) Where the regular day, afternoon or night shift of a shift worker is to be changed, the employee shall be given forty-eight (48) hours notice of such change.

- 8.02(b) If the employee is given less than forty-eight (48) hours notice of such shift change, he/she shall be paid at ~~the~~ **rate** of time and one-half (1½) for the first changed **shift** worked.
- 8.02(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 (1½) for such second **shift** worked.
- 8.02(d) It ~~is~~ understood and agreed that (a), (b), and (c) **do not apply to employees engaged in rink operations** or if the change of shift is caused by an emergency.
- 8.02(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**.
- 8.02(f) When an employee's shift is being changed, a minimum of twelve (12) hours shall be scheduled off as a rest period between the end of the "old" shift and the commencement of the "new" shift. If an employee's "new" shift commences during such rest period, she/he shall be paid at the overtime rate for **all hours worked on the first shift**.
- 8.03 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 conform to the foregoing shall not be considered a violation of this Agreement.

Lunch Periods

- 8.04(a) **All employees shall be afforded an unpaid lunch period of not more than one (1) hour duration between the third (3rd) hour and the fifth (5th) hour of his/her shift except in the case of an emergency, when such lunch period shall be at the discretion of the immediate supervisor of such employees, but shall not be unreasonably withheld. It is agreed and understood that the City shall be the sole judge of what constitutes an emergency.**
- It is also agreed that ~~when~~ an employee is required to work through his/her lunch because of an emergency, he/she shall be paid at his/her regular or premium rate, whichever ~~is~~ appropriate, unless the employee's lunch break has been rescheduled between the third (3rd) hour and the fifth (5th) hour of his/her shift.
- 8.04(b) **Employees** covered by the former Board of Health for the Borough of East York (CUPE Local 114) Collective Agreement and who opted to retain their six and three-quarter (6¾) hour **paid day with an unpaid lunch break of one and one-quarter (1¼) hours shall continue to retain that right.**

Rest Periods

- 8.05 Each employee coming within the Local 79 Unit shall be afforded **rest** periods of fifteen (15) minutes **during** each morning **and** afternoon at such times and places as may be decided by the Head of the Department, and the rest periods for those employees **on** shift work shall be **during** the first four (4) hour and the second four (4) hour periods **respectively**.
- 8.06(a) Shift schedules that differ from the regular daily or **weekly** hours of work set out in this **Article**, may be requested **by** either party, and provided there is mutual agreement between **the parties** and, if necessary, approval has **been** granted by the Employment Practices Branch of the Ministry of labour, such shift schedules may **be** introduced on an experimental or continuing basis by the City. Any such **agreed** upon shift schedules may be terminated by either party giving the other thirty (30) days notice. Consistent with the foregoing, proposed shift **schedules** which may involve employees in the Local 416 bargaining unit will be discussed with the two Local Unions.
- 8.06(b) The details of the twelve **(12) hour shift schedule currently** in effect and continuing to **be in force** for **certain** employees in the Division of Ambulance Services are set out in Appendix A which forms a part of this Collective Agreement.

**LETTER OF INTENT
HOURS OF WORK**

Where it is proposed that **flexible** working hours, staggered hours or a compressed work week be established, the parties shall, for the **purpose** of discussion, set **up** a committee comprised of **representative(s)** of the department(s) concerned, Local 79, **and** Human **Resources**. **Any** agreed to flexible working hours, staggered hours or compressed work week arrangements shall be implemented as **soon** as **practically possible following such** agreement. Variable working hour arrangements shall occur on a **voluntary** basis.

All variable working hours arrangements in **place** as of the date of ratification of this Collective Agreement shall continue under their present terms and conditions **unless** terminated by either party.

**LETTER OF INTENT
NOTICE OF SHIFT CHANGE**

The parties shall meet within sixty (60) days of the date of the Interim Award, dated September 24, 2002, to develop criteria to identify and gather information around the current practices of Department/Division/Section in how they administer the Change of Shift clauses within the Collective Agreement.

After collecting the information, the parties will meet to endeavour to develop mutually agreeable procedures to reduce the number of any unnecessary shift changes that may be occurring. Mediator/Arbitrator Armstrong will remain seized to deal with any disputes arising out of this evaluation,

Article 9 DESIGNATED HOLIDAYS

- 9.01(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).
- 9.01(b) When any of the above named holidays fall on a **Saturday or Sunday**, (except Remembrance Day), the City shall designate an alternative day as the day of observance of such holiday (alternate day), and it is agreed that any premium payable for **working** on a designated holiday (alternate day) shall not apply to such Saturday or Sunday. It is understood and agreed that the alternative day(s) so designated may fall immediately before and/or after such Saturday or Sunday, at the **City's** discretion.
- 9.01(c) In the case of Departments with seven (7) day operations, **when** an employee is scheduled to work a shift, the majority of the hours of which fall **within** the twenty-four (24) hour period of the actual holiday with respect to **Christmas Day, Boxing Day, New Year's Day and Canada Day**, the **holiday** premium will **apply only** to the actual holiday (actual day) and not to the designated day of observance of the holiday (alternate day), it being understood and agreed that in no circumstances will **employees working on** a seven (7) day operation be paid the holiday premium for both the actual holiday (actual day) and the designated day of observance (alternate day) of that holiday.
- 9.02 Subject to **clause 9.02(ii)(B)** hereof, each employee,
- (i) who is not required to work on a day so designated as a holiday, shall be entitled to and shall be paid by the City his/her regular rate of pay for **each designated** holiday not so worked;
 - (ii) who is required to work on a day so designated as a holiday, shall be paid by the City at the rate of time and **one-half (1 ½)** for time so worked and in addition shall either:
 - (A) be paid for a full day at his/her regular rate of pay, or

(B) **subject to** there being mutual agreement between the employee and the Department Head take a subsequent lieu day off with pay at his/her regular rate, provided that total lieu time taken for both work on designated holidays and overtime worked, as provided in clause 7.01, shall not exceed ninety-six (96) hours at any one time.

(C) Employees In Homes for the Aged, other than clerical employees, who are required to work on a designated holiday shall, instead of being paid for a full day in addition to time and one-half (1 ½) receive payment at the rate of time and one-half (1 ½) for time so worked and be given a day off with pay.

9.03 Employees in the "Temporary Service" shall be entitled to payment for the designated holidays for which employees in the "Permanent Service" are paid, provided they are employed, or report for work on both the regular working day immediately prior to and the regular working day immediately following the designated holiday concerned.

9.04(a) Subject to clause 9.04(b) hereof in addition to the designated holidays set out in clause 9.01, each employee coming within the Local 79 Unit shall be granted two (2) floating holidays in each calendar year which will be taken at a time that is compatible with the operational requirements of the Department in which the employee works.

9.04(b) A new employee must complete his/her probationary period with the City as set out in clauses 4.01 and 4.02 before qualifying for the floating holidays.

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

Article 10 VACATIONS

10.01(a) Each employee in the "Permanent Service" of the City, and each employee in the "Temporary Service" of the City who is entitled to benefits in accordance with Article 19 of this Agreement shall be eligible for vacation with pay on the following basis:

- (i) following the completion of one year of service – three (3) weeks vacation; provided that upon completion of the first six (6) months of the employee's first year of service, such employee may, if he/she so requests and the Department Head concerned consents, be granted one (1) week's vacation prior to his/her anniversary date and the second and third week at a time after the anniversary date. If the week of vacation is granted and the employee's service terminates prior to completing one year of service, the value of vacation granted shall be recovered from vacation pay due upon termination;

- (ii) **following** completion of nine (9) years of service – four (4) weeks vacation;
- (iii) following **completion** of seventeen (17) years of service – five (5) weeks vacation;
- (iv) following completion of **twenty-two** (22) years of **service** – six (6) weeks vacation.
- (v) following completion of **thirty** (30) years of **service** – **seven** (7) weeks vacation in the **thirtieth** (30th) year only.

10.01(b) An employee who has qualified for the three (3) weeks vacation entitlement under clause 10.01(a)(i) **shall thereafter** be **eligible** for the annual vacation entitlement after January 1st of each calendar year. Other than what is set out in clause 10.01(c) below, January 1st shall be an employee's anniversary date for vacation purposes in respect of this **Article**.

10.01(c) **Employees shall** be eligible to receive vacation at any time **after** January **1st** in the year in which increased vacation **entitlement** occurs provided that the City shall be entitled to recover the value of the increased portion of the vacation taken prior to entitlement where the employee leaves the service other than by death or **retirement**.

10.01(d)(i) 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 full pay periods, his/her vacation entitlement shall be reduced **by** 1/26th for each such consecutive full pay period in excess of **twenty-six** (26).

10.01(d)(ii) There shall be no reduction of the **vacation entitlement of an** employee who takes or is granted pregnancy **and/or** parental leave pursuant to clause 17.03(a) or 17.03(b) for the duration of such leave.

10.01(e) It is understood and agreed that an employee's vacation entitlement in the current year shall be based on his/her service in the previous year.

10.02(a) Where an employee in the "Permanent Service", or an employee in the "Temporary Service" who has completed one **(1)** year of continuous service or one (1) year of aggregate service leaves the service of the City **after January 1st in any calendar year and** prior to receiving vacation in that year, such employee shall be paid any vacation owing **on** account of **the** previous year's service in accordance with **clause** 10.01(e).

10.02(b) Where the anniversary date of such an employee falls earlier in the calendar year than the date on which his/her employment ceases, the employee shall

be entitled to receive vacation pay for **the period** between such anniversary date and the date employment ceases, on the following basis:

- (i) if the employee **would** ordinarily be entitled to three (3) weeks vacation with **pay** per year, six percent (6%) of earnings for the period **between** the employee's anniversary date and the date his/her employment ceases;
- (ii) if the employee **would** ordinarily be entitled to four (4) weeks vacation with **pay** per year, eight percent (8%) of **earnings** for the period between the employee's anniversary **date** and the **date** his/her employment ceases;
- (iii) if the employee would ordinarily be entitled **to** five (5) **weeks** vacation with **pay** per year, ten percent (10%) of earnings for the period between the employee's anniversary date and the **date** his/her employment **ceases**; and,
- (iv) if the employee **would** ordinarily be entitled to six (6) **weeks** vacation with **pay** per year, twelve percent (12%) of earnings for the period between the employee's anniversary date **and** the date his/her employment ceases.

10.03 Where an employee described in clause 10.01(a) hereof dies on or after January 1st in any year and prior to receiving vacation in that year, such employee shall have paid to his/her estate an amount equivalent to the salary **or** wages that **would normally** have been paid to him/her on account of vacation, including entitlements under paragraphs (i), (ii), (iii) and (iv) of clause 10.02(b) hereof.

10.04(a) The normal vacation to which the retiring employee may be 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,

10.04(b) The additional vacation **pay** to which the retiring employee may be entitled under clause 10.02(b) shall be paid as a lump sum upon retirement.

10.05 Where an employee has been employed in the "Temporary Service" prior to appointment to the "Permanent **Service**" or prior to being eligible for benefits under clause 10.01 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".

10.06 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. A leave of absence, without pay, taken to complete the annual vacation shall not constitute a break in service.

- 10.07 A designated holiday, as set out in clause 9.01(a), which falls within a vacation period shall not be considered as a day of vacation.
- 10.08(a) Vacation due an employee on account of his/her previous year's service shall be completed before the end of the calendar year. An employee may, with the approval of his/her 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.
- 10.08(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 clause 10.08(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, he/she shall be paid out for any unused vacation at the end of the year.
- 10.09(a) 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/she 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/her Department 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 79 representative may, upon the employee's request, review the matter with his/her Department Head.
- 10.09(b) An employee who, during his/her previously scheduled vacation period, is required to serve as a Juror, or who is required to appear in court or is involved in other legal proceedings on matters arising out of his/her employment, shall, upon request, have that period of vacation changed to jury or witness duty leave.

It is understood and agreed that the foregoing does not apply to arbitration hearings which are or have been initiated under this Collective Agreement or any predecessor Agreement.

- 10.10 Vacations will be scheduled in accordance with operational requirements. Seniority will be taken into consideration for determining employee preferences.

LETTER OF INTENT
HARMONIZATION OF VACATION ENTITLEMENT

The parties agree to discuss and resolve the issue of harmonizing the vacation year prior to December 1, 2000 and any scheduling problems that may arise thereafter.

An employee shall not suffer any loss of vacation entitlement through any anniversary date conversion for vacation purposes in respect to this Article.

LETTER OF INTENT
OF VACATION ENTITLEMENT

(a) **4 Weeks Vacation**

Employees hired as of May 11, 2000, under any of the Collective Agreements of the predecessor employers (including previously non-union and placed in Local 79 by virtue of the Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), including the former Cities of Etobicoke, (CUPE – Local 3431, ONA – Local 29), East York (CUPE Health – Local 114, ONA – Local 5), North York (ONA – Local 41), Scarborough (CUPE Health – Local 3752) and York (ONA – Local 59) shall retain their entitlement to four (4) weeks vacation as set out in those Collective Agreements.

(b) **5 Weeks Vacation**

Employees of the former Cities of Etobicoke (previously non-union and placed in Local 79 by virtue of the Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), Scarborough (PUC – Local 1, Unit 2) and the Board of Health for the City of York (ONA – Local 59) and the Board of Health for the Borough of East York (CUPE Health – Local 114) who, as of May 11, 2000, have qualified for five (5) weeks vacation notwithstanding anything contrary in this Collective Agreement, will continue to be so entitled.

Article 11
SICK PAY

- 11.01(a) Permanent employees shall be eligible to receive sick pay commencing the first of the month following completion of the probationary period.

- 11.01(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.
- 11.02 In ~~this~~ Article "month" shall mean calendar month.
- 11.03 Each **employee** shall receive a sick pay credit of one and one-half (1 1/2) days for each month of "unbroken" service with the City, as defined in clause 11.04 such credit to be cumulative from the beginning of the first complete month following the commencement of **employment**.
- 11.04(a) Except as provided in clause **11.04(c)**, a month of "unbroken" service shall be one where ~~an~~ employee works on all scheduled working days in the month, **provided that if** the employee commences ~~his/her~~ employment ~~on~~ or before the fifth calendar day of a month **and** the employee **works** on all scheduled working **days** of that month, the month will be considered a month of "unbroken" service.
- Unemployment due to weather conditions or lack of work, shall not contribute toward a "broken" month provided that the employee works one (1) or more days during the **month**.
- 11.04(b)** For the purpose of clause **11.04(a)**, lost time because of illness (except as provided in clause 11.06), injury while ~~on~~ duty, vacations, holidays, scheduled days off, leave of absence with **pay** or leave of absence without pay to ~~complete~~ the annual vacation entitlement shall not be considered as breaking a month's service.
- 11.04(c) If an ~~employee~~ returns from illness without sick credits, and thereafter works and is **paid** on all **remaining scheduled working** days of the month in which the employee returns to work the employee shall receive a sick pay credit of one and a half (1 1/2) days for such month.
- 11.05 Unless otherwise specifically provided for in this agreement, 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/she shall not receive credits for the period of such absence but shall retain his/her cumulative credits, ~~if any~~, existing at time of such leave or layoff.
- 11.06** Subject to clause **11.04(c)** if an employee is absent on account of illness and his/her cumulative sick pay **credit has** been exhausted, his/her service, for the purpose of this Article, **shall be broken and, therefore, he/she shall not** receive a credit of one and one-half (1 1/2) days **per month** for the remainder of such absence.

- 11.07 **An employee who resigns his/her position with the City or is discharged and later returns 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.**
- 11.08 **Whenever an employee's days of illness exceed his/her cumulative credit, the excess days of illness shall be regarded as days of illness without pay.**
- 11.09 Upon the authorization of the Department **Head**, 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/her at the time of **each** absence, except where an award is made under The Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.
- 11.10 **The number of days for which an employee receives "sick pay" shall be deducted from his/her 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 half a day or more and less than a full day, shall be deducted as one-half (1/2) day.**
- 11.11(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/her 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/she is unable to produce the certificate of illness within that period.**
- 11.11(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/her 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.**
- 11.12(a) Subject to clause 10.08, when an employee **has** exhausted his/her sick credits, the whole or **part** of any vacation which may still be due on **account** of the **previous** year's service shall, where the employee so **requests** and the Department **Head** concerned approves, **be provided** to him/her.
- 11.12(b) Notwithstanding clause 11.12(a) and subject to clause 10.08, sick pay may, at the discretion of the **Department** Head concerned, **be interrupted in order** that an **employee's vacation is completed before the end of the year.**

11.13

Except as provided in sub-clauses 11.11(a) and 11.11(b), this Article does not apply to those employees who *were* employed by the following former cities and covered by the following plans:

- a) **Employees of the former City of Etobicoke** who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. **1202-98-PS dated November 19, 1998** but for whom there is no existing Collective Agreement **and who** belong to the Income Protection Plan, as was provided to these employees by **the former City of Etobicoke**;
- b) **Employees of the former City of Etobicoke who** were members of the former **Health Unit**, CUPE Local 3431, who belong to the Income Protection Plan;
- c) Employees of the former City of **Etobicoke** who were members of the former **ONA Unit**, Local 29 who **belong to** the Short Term Wage Protection Plan (1/1/4);
- d) Employees of the former City of York **who were members of** the former CUPE Unit, Local 840 who belong to the Short Term Disability Plan;
- e) Employees of the former **Board** of Health for the City of York who were members of the **former CUPE Health Unit, Local 840** who **belong** to the Short Term Disability Plan;
- f) **Employees of the former City of York who** were members of the former CUPE Foremen's Unit, Local 103 who belong to the Short Term Disability Plan;
- g) Employees **of the** former Board of Health for the City of York who were members of the former **ONA Unit**, Local 59 who belong to the Short Term Disability Plan;
- h) **Employees of the former Board of Health for the Borough of East York who were** members of the former **ONA Unit**, Local 5, who belong to the **Short Term Disability Plan**;
- i) Non-union employees of the former City of **Etobicoke who** were certified with **CUPE May 8, 1998** by the Ontario Labour Relations Board Order No. 4499-97-R and who belong to the Income Protection Plan;
- j) Non-union employees of the former City of **York and its Board of Health who** were placed in Local 79 by virtue of the Ontario Labour Relations Board **Order No. 1202-98-PS dated November 19, 1998** and who belong to the Short Term Disability Plan;
- k) Non-union employees of the former Borough of East York and its Board of Health who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998 and who belong to the Temporary Disability Plan; and,

- i) Non-union **employees** of the former City of Scarborough who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998 and who belong to the Salary Continuance Plan.

The employees detailed above shall continue to be provided with the benefits in accordance with the applicable provisions of the respective plan, Details of these **Plans** are as set out In Schedule 2 annexed **hereto** and forming part of this Collective Agreement.

The parties agree that following ratification of **this Collective Agreement**, clause **11.13** and Schedule 2 are **subject to proofing** and validation by Local 79 and the City.

Sick Pay Gratuity

11.14 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.

- 11.15 Upon termination of employment with the City:
- (i) there shall be paid to every employee who has been in the employ of the City; or
 - (ii) there shall be paid to the Estate of an employee **who dies** while in **the** employment of the City;

an amount equal to one-half **(112)** 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

11.16 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 Borough of East **York** Board of Health and the City of **York** Board of Health, that now form part of the New City of Toronto; and,
- (ii) All time **lost** on account of absence for reasons of illness **where the**

employee was paid for the absence or was considered as being on sick leave without pay.

- 11.17 An employee who is eligible for payments to receive a sick pay credit grant in accordance with **clause 11.15** may request:
 - (i) The sick **pay** credit grant be paid as a lump sum amount on termination or retirement; or
 - (ii) The sick pay credit **grant** be paid as a lump sum amount at a later date In accordance with the Income Tax Act, R.S.C. 1985, **as amended.**
- 11.18 **An employee upon** retirement **shall be** given the **option** of taking his/her cumulative sick pay credit grant in accordance with **clause 11.15** as vacation time prior to his/her termination of employment.
- 11.19 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
BOARD OF HEALTH FOR THE
FORMER BOROUGH OF EAST YORK EMPLOYEES
(O.N.A. LOCAL 5, CUPE LOCAL 114 - Health)
SEVERANCE**

Notwithstanding clause 11.15, for, the following severance allowances shall apply to **employees** who were formerly employed by the Board of Health for the Borough of East York:

Severance

Upon voluntary termination of employment with **the** Board of Health for the Borough of **East York**, (CUPE Local 114- Health) and upon termination of employment with the Board of Health for the Borough of East York for **any reason** (ONA Local 5) 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/her 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:

Column 1	Column 2
At least 2 years but less than 7 years	1 calendar month
At least 7 years but less than 10 years	2 calendar months
At least 10 years but less than 15 years	3 calendar months
At least 15 years but less than 20 years	4 calendar months

At least 20 years and less than 25 years
More than 25 years

5 calendar months
6 calendar months

**LETTER OF INTENT
FORMER INSIDE EMPLOYEES BOROUGH OF EAST YORK
(CUPE LOCAL 114)
SICK PAY CREDIT GRANTS**

Notwithstanding clause 11.15, the following retirement allowance shall continue to apply to employees who were formerly employed by the Borough of East York;

Those employees who are eligible for a sick pay gratuity payout upon the completion of seven (7) years of service shall continue to be covered by those provisions.

The foregoing shall be extended to former non-union Borough of East York employees who were placed in Local 79, by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998.

**LETTER OF INTENT
FORMER INSIDE EMPLOYEES BOROUGH OF EAST YORK
(CUPE LOCAL 114)
RETIREMENT ALLOWANCE**

Notwithstanding clause 11.15, the following retirement allowance shall apply to employees who were formerly employed by the Borough of East York:

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

The foregoing shall be extended to former non-union Borough of East York employees who were placed in Local 79, by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998.

**LETTER OF INTENT
FORMER CITY OF TORONTO EMPLOYEES
(CUPE LOCAL 79)
RETIREMENT ALLOWANCE**

Notwithstanding clause 11.15, the following retirement allowance provisions shall apply to employees who were formerly employed by the old City of Toronto:

Every employee who is (a) retired on account of age; or (b) 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, 380-74 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 R.S.O., (1990) 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;

- (ii) Every employee who, while in the service of the City has become incapable through illness, old age or disability, of efficiently discharging his/her duties;

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/her 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>Service Requirement</u>	<u>Column 2</u> <u>Period</u>
At least 10 years & less than 15 years	Three calendar months
At least 15 years & less than 20 years	Four calendar months
At least 20 years & less than 25 years	Five calendar months
At least 25 years	Six calendar months

The foregoing shall be extended to former non-union City of Toronto employees who were placed in Local 79, by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998.

Note: In the event of the death of an employee, the amount payable under this Letter of Intent shall be paid to such of his/her dependents, if any, and otherwise to his/her estate.

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

Notwithstanding clause 11.15, the following retirement allowance provision shall apply to **employees** who were formerly employed by the City of Etobicoke either within the former O.N.A. Local 29, CUPE Local 3431 or within the bargaining unit described in File # 4499-97-R issued by the Ontario Labour Relations Board dated May 8, 1998 or who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No, 1202-98-PS dated November 19, 1998 and who remained in the cumulative sick pay plan.

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

**LETTER OF INTENT
FORMER CITY OF YORK EMPLOYEES
(CUPE LOCAL 103)
PAYOUT FOR SICK LEAVE CREDITS**

Notwithstanding clause 11.15, the following payout for sick leave credits shall apply to employees who were formerly employed by the City of York.

Employees of the former City of York, on staff prior to July 31, 1982, who did not enrol in the new STD plan will be covered by Schedule B, Option B of the former Local 103 Collective Agreement. Said employees shall receive a sick payout in accordance with the former City of York by-law 2165.

The sick time accumulation payout 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 103 subsequent to July 31st, 1982 who would be covered by the above are included. Similarly, any employees of the former CUPE Local 840 (Inside), 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 79.

**LETTER OF INTENT
FORMER BOARD OF HEALTH FOR THE CITY OF YORK EMPLOYEES
(O.N.A. LOCAL 59)
PAYOUT FOR SICK LEAVE CREDITS**

Notwithstanding clause 11.15, the payout for sick leave credits shall apply to employees who were formerly employed by the City of York.

Employees of the former Board of Health for the City of York, on staff prior to October 1st, 1982, who did not enrol in the new STD plan will be covered by Schedule C, Option B, of the former Local 59 Collective Agreement. Said employees shall receive a sick payout in accordance with the 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 his/her credit will be paid for all credits up to a maximum of one hundred and thirty (10) days

Trust Agreement credits shall be based on the employee's sick credits entered into said Trust Agreements as of October 1st, 1982 or upon signing of said Trust Agreement whichever is proper as past practice has established.

Employees transferred into Local 59 subsequent to October 1st, 1982 who would be covered by the above are included. Similarly, any employees of the former CUPE Local 840 (Health), 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 79.

**LETTER OF INTENT
FORMER CITY OF YORK EMPLOYEES
(CUPE LOCAL 840 – INSIDE)
PAYOUT FOR SICK LEAVE CREDITS**

Notwithstanding clause 11.15 the following payout for sick leave credits shall apply to employees who were formerly employed by the City of York.

Employees of the former City of York, on staff prior to August 1, 1982, who did not enrol in the new STD plan will be covered by Schedule C, Option B of the former CUPE Local 840 (Inside) Collective Agreement. Said employees shall receive a sick payout in accordance with the former City of York by-law 2165.

The sick time accumulation payout 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 his/her 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 CUPE Local 840 subsequent to July 31st, 1982 who would be covered by the above are included. Similarly, any employees of the former CUPE Local 840 (Health), 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 79.

**LETTER OF INTENT
FORMER CITY OF YORK EMPLOYEES
(CUPE LOCAL 840 – HEALTH)
PAYOUT FOR SICK LEAVE CREDITS**

Notwithstanding clause 11.15, the following payout for sick leave credits shall apply to employees who were formerly employed by the Board of Health for the **City of York**.

Employees of the former Board of Health for the City of York, on staff prior to August 1, 1982, who did not enrol in the new STD plan will be covered by Schedule C, Option B of the former Local 840 (Health) Collective Agreement. Said employees shall receive a sick payout in accordance with the former City of York by-law 2165.

The sick time accumulation payout 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 his/her credit will be paid for **all credits** up to a maximum of **one hundred and thirty (10) 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 CUPE Local 840 subsequent to July 31st, 1982 who would be covered by the above are included, Similarly, any employees of the former CUPE Local 840 (Inside), 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 79.

**LETTER OF INTENT
FORMER CITY OF SCARBOROUGH EMPLOYEES
RETIREMENT ALLOWANCE AND PAYOUT FOR SICK LEAVE CREDITS**

For **employees who were** formerly employed by the City of Scarborough either within the former Public Utilities Commission of the City of Scarborough (**Office Staff**) Local **Union 1, Unit 2, Utility Workers of Canada** or **who were placed** in CUPE Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998 shall retain their rights and benefits.

**LETTER OF INTENT
FORMER CITY OF SCARBOROUGH EMPLOYEES (CUPE LOCAL 545)
SEVERANCE ALLOWANCE**

Notwithstanding clause 11.15, the following severance allowances shall apply to employees who were employed by **the** former City of Scarborough.

An employee whose services are terminated for reasons other than those provided in clause 20.1 (Retirement) and 20.2 (Death) of the CUPE Local 545 Collective Agreement 1996-1998 will be entitled to payout for unused accumulated sick leave credits on the following basis:

- (i) Over ten (10) years **and less than fifteen (15) years** of service – one half (~~1~~) of the unused balance or the equivalent of three (3) months salary earned by him/her immediately **prior** to the date of termination whichever is the lesser amount;
- (ii) **Over fifteen (15) years and less than twenty(20) years** of service – one half (1/2) of the unused **balance** or the equivalent of four (4) months salary earned by him/her immediately prior to the date of termination, **whichever** is the lesser amount;
- (iii) **Over twenty (20) years** and less than twenty-five (25) years service – one half (1/2) of the unused balance or the equivalent of five (5) months salary earned by him/her immediately prior to the date of termination, whichever is the lesser amount; and,
- (iv) Over **twenty-five (25) years** of service – one half (1/2) of the **unused** balance or the equivalent of six (6) months salary earned by him/her immediately prior to the date of termination, whichever is the lesser amount.

**LETTER OF INTENT
FORMER CITY OF SCARBOROUGH NURSES (CUPE LOCAL 3752)
PAYOUT FOR SICK LEAVE CREDITS**

Notwithstanding clause ~~11~~**15**, the following severance allowances shall apply to nurses who **were** employed by the former City of Scarborough.

A nurse **whose** Services are terminated for reasons other than **those** provided in clause **14.3 (Retirement) and 14.4 (Death)** of the CUPE Local 3752 collective Agreement 1996-1998, will be entitled to payout for unused accumulated sick leave credits on the following basis:

- (i) Over ten (10) years **and less than fifteen (15) years** of service – one half (1/2) of **the unused** balance or the equivalent of three (3) months salary earned by him/her immediately prior to the date of termination whichever is the lesser amount;
- (ii) **Over fifteen (15) years** and less than twenty (20) years of service – one half (1/2) **of the** unused balance or the equivalent of four (4) months salary earned by him/her immediately prior to the date of **termination**, whichever is the lesser amount;
- (iii) Over twenty (20) years and less than **twenty-five (25) years** of **service** – one half (1/2) of the unused balance or **the equivalent of five (5) months salary** earned by

him/her; and, immediately prior to the date of termination, whichever is the lesser amount; and,

- (iv) Over twenty-five (25) years of **service** – one half (1/2) of the unused balance or the equivalent of six (6) months salary earned by his/her immediately prior to the date of termination, whichever is the lesser amount,

The parties agree that following ratification of this Collective Agreement the above letters of Intent are subject to proofing and validation by Local 79 and the City.

Article 12 EXTENDED HEALTHCARE/DENTAL/GROUP LIFE AND LONG TERM DISABILITY INSURANCE

Eligibility for Benefits

- 12.01(a) A full-time employee of the City shall be eligible to the benefits provided for in this Article upon the completion of his/her probationary period as set out in clause 4 (Probationary Period).
- 12.01(b) A temporary employee of the City who completes 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.
- 12.01(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 full bi-weekly pay periods, the employee shall be responsible for paying the cost of premiums for any or all of the benefits in this Article under which the employee has coverage.
- 12.01(d) Benefits under Clauses 12.02(a), 12.02(b), 12.03 and 12.04(b) shall apply to the eligible dependents of an eligible employee (as defined in clauses 12.01(a) and (b) above), Such dependents are defined as **follows**:
 - (i) An employee's spouse including same-sex partner; and/or
 - (ii) An unmarried child (including adopted, foster or stepchild) of the employee or the employee's spouse who is:
 - (A) **dependent on the employee for support; and**
 - (B) **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**), or
 - (C) incapable of self-support **because of a physical or mental disability** and becomes handicapped before age twenty-one (21) (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)

Extended Health Care Benefits

12.02(a) The City will provide for all employees by **contract** through **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, which will include any premiums payable under The Health Insurance Act, R.S.O. 1990, as amended.

Eligible Expenses (Benefit year January 1 – December 31)

- i) **Semi-private** hospitalization – **difference** between ward and semi-private **hospital room**
- ii) 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:
 - (A) Require a prescription, have a Drug Identification Number and **are** listed in Federal or Provincial Drug Schedules
 - (B) **Maximum** of \$300.00 per person per benefit year for smoking cessation medication
 - (C) Other non-prescription but life sustaining drugs if they have a Drug Identification Number
 - (D) Non-generic **drugs** will be covered **if**:
 - (I) there is no generic substitution; or
 - (II) there **are no generic substitutions** readily available from **the** pharmacy of the employee's choice; or
 - (III) generic drugs are the same cost, or **more expensive**; **or**
 - (IV) the **employee's doctor stipulates** that the generic substitution **would** not be medically appropriate for the **employee** or **dependent** concerned.
- iii) Private duty nursing at home when medically necessary, to a **maximum** of \$25,000.00 per person per three (3) benefit years
- iv) Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or masseur (after OHIP ceases to **pay** for treatment) to a maximum of \$250.00 per person per benefit year, per specialty
- v) Services of a licensed or registered physiotherapist
- vi) Services of a licensed psychologist, to a maximum of \$300.00 per person per benefit year

- vii) Up to \$225.00 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery
 - (A) Effective January 1, 2003 up to two hundred and seventy-five dollars (\$275) per person in twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery.
 - (B) Effective January 1, 2004 up to three hundred dollars (\$300) per person in twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery.
- viii) Hearing aids, including repairs and batteries to a maximum of \$500.00 per person per benefit year
 - (A) Effective October 2, 2002 hearing aids, including repairs and batteries to a maximum of sixteen hundred dollars (\$1,600.00) per person per three (3) benefit years.
- ix) One (1) pair of orthotic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist 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.
- x) One (1) pair of orthopaedic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist 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.
- xi) Out of country emergency medical coverage for employees travelling in connection with their job duties.
- xii) Effective October 2, 2002 one (1) prostate specific antigen (PSA) test per person, per benefit year to a maximum of forty dollars (\$40)
- xiii) Effective October 2, 2002 One (1) ovarian test (CA125) or (CA125II) per person, per benefit year, to a maximum of forty dollars (\$40).
- xiv) 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.
 - (A) 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., (or purchase where appropriate) 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.

12.02(b) The City shall provide out-of-province/country coverage for emergency treatment for employees and their dependents.

Dental Benefits

12.03 The City will provide for all employees by contract through an insurer selected by the City a Dental Plan which will provide dental benefits, The City shall pay one hundred per cent (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:

- i) Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to current limits on frequency
- ii) Restorative procedures, such as fillings – amalgams (acrylic or composite for front teeth)
- iii) Surgical services (extractions), all oral surgery and anaesthesia
- iv) Periodontal and endodontic services

Fifty percent (50%) major restorative procedures, sixty percent (60%) dentures – to a maximum of \$2,000.00 per person per benefit year:

Effective November 13, 2002, sixty percent (60%) major restorative procedures, sixty percent (60%) dentures – to a maximum of \$2,000.00 per person per benefit year:

Effective January 01, 2003, sixty percent (60%) major restorative procedures, sixty percent (60%) dentures – to a maximum of \$3,000.00 per person per benefit year:

Effective March 01, 2003, sixty percent (60%) major restorative procedures, seventy percent (70%) dentures – to a maximum of \$3,000.00 per person per benefit year:

Effective January 01, 2004, sixty percent (60%) major restorative procedures, seventy percent (70%) dentures – to a maximum of \$4,000.00 per person per benefit year:

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

Fifty percent (50%) orthodontic procedures – to a lifetime maximum of \$3,000.00 per person:

Effective October 2, 2002 fifty percent (50%) orthodontic procedures – to a lifetime maximum of \$4,000.00 per person:

Effective March 1, 2003 fifty percent (50%) orthodontic procedures – to a lifetime maximum of \$5,000.00 per person:

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

LETTER OF INTENT USE OF EMPLOYMENT INSURANCE REBATE

The Union agrees to use the EI rebate to offset the cost of benefits

Group Life Insurance

12.04(a) The City will provide for all employees through a contract with an insurer selected by the City, Group Life Insurance in an amount equal to the employee's annual salary rounded to the next higher \$1,000, if not a multiple thereof. **The City shall pay one hundred per cent (100%) of the premiums.**

Effective January 1, 2004, the City will provide for all employees through a contract with an insurer selected by the City, Group Life Insurance in 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 per cent (100%) of the premiums.

12.04(b) (i) **Optional Group Life Insurance – Employee and Spouse**

Effective October 2, 2002, the City shall provide for all employees through a contract with an insurer selected by the City, Optional

Group Life insurance up to a **maximum** of **two** hundred thousand (\$200,000) dollars for the employee and/or **two** hundred thousand (\$200,000) dollars for the employee's spouse, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.

(ii) Optional Group Life Insurance – Dependent Children

Effective November 13, 2002, the City shall provide for all employees through a contract with an Insurer selected by the City, Optional Group Life Insurance up to a maximum of twenty thousand (\$20,000) dollars for each child of the employee, with evidence of insurability. The employee shall pay **one** hundred (100%) per cent of the premiums.

Accidental Death and Dismemberment Insurance

12.05 The City shall provide for all **employees** by contract through an insurer selected by **the City**, Accidental Death and Dismemberment Insurance which provides for **one** (1) times the employee's annual salary rounded to the next higher \$1,000, if not a multiple thereof, if the employee's death is as a result of **an** accident. The City shall pay one hundred per cent (100%) of **the** premiums.

Effective March 1, 2003, the City shall provide for all employees by contract through an insurer selected by **the City**, Accidental Death and Dismemberment Insurance which provides for two (2) times the employee's annual salary rounded to the **next** higher \$1,000, if not a multiple thereof, if the employee's **death** is as a result of an accident. The City shall pay one hundred per cent (100%) of the premiums.

**LETTER OF INTENT
GRANDPARENTING OF GROUP LIFE INSURANCE**

Notwithstanding the provisions of clause 12.04 those **employees** who, on **May 11, 2000** were covered by **the** following Collective Agreements shall continue to be provided, up to and including December 31, 2003, **with group** life insurance coverage as follows:

- (a) **Etobicoke Inside** (formerly non-union and placed in Local 79 by virtue of the **Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998**) – two (2) times **salary**, to a maximum benefit of six hundred thousand dollars (\$600,000), **100%** paid for by the employer;
- (b) **Etobicoke Inside** (formerly non-union and certified with CUPE May 8, 1998 by the **Ontario Labour Relations Board Order No. 4499-97-R**) – two (2) times salary to a maximum benefit of six hundred thousand dollars (\$600,000), **100%** paid for by **the** employer;

- (c) Etobicoke Health Unit (CUPE Local 3431) – two (2) times salary, to a maximum benefit of four hundred and fifteen thousand dollars (\$415,000), 100% paid for by the employer;
- (d) Etobicoke Health Unit (ONA Local 29) – two (2) times salary, 100% paid for by the employer;
- (e) East York Inside (CUPE Local 114) – two (2) times salary, 100% paid for by the employer;
- (f) East York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) – two (2) times salary, 100% paid for by the employer;
- (g) East York Health Unit (ONA Local 5) – two (2) times salary, 100% paid for by the employer;
- (h) East York Health Unit (CUPE Local 114) – two (2) times salary, 100% paid for by the employer;
- (i) Scarborough Inside Unit (CUPE Local 545) – two (2) times salary, 100% paid for by the employer;
- (j) Scarborough Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) – two (2) times salary, 100% paid for by the employer.
- (k) Scarborough Nurses (CUPE Local 3752) – two (2) times salary, 100% paid for by the employer;
- (l) Scarborough Public Utilities Unit (UWC, Local 1, Unit 2) – one and one-half (1½) times salary, to a maximum of six hundred thousand dollars (\$600,000), 100% paid for by the employer;
- (m) York Inside Unit (CUPE Local 840) – two (2) times salary, 100% paid by the employer;
- (n) York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) two (2) times salary, 100% paid by the employer;
- (o) York Health Unit (CUPE Local 840) – two (2) times salary, 100% paid for by the employer;
- (p) York Foremen Unit (CUPE Local 103) – two (2) times salary, 100% paid for by the employer;
- (q) York Health Unit (ONA Local 59) – two (2) times salary, 100% paid for by the employer;
- (r) Metro Inside Unit (CUPE Local 79) – two (2) times salary, 50% paid for by the employer;
- (s) City of Toronto Inside Unit (CUPE Local 79) - two (2) times salary, 50% paid for by the employer;

- (t) North York Inside Unit (CUPE Local 94) - two (2) times salary, 50% paid for by the employer;
- (u) North York Dental Unit (CUPE local 94) - two (2) times salary, 50% paid for by the employer;
- (v) North York Foremen's Unit (CUPE Local 711) - two (2) times salary, 50% paid for by the employer;
- (w) North York Full-Time Nurses (ONA Local 41) - two (2) times salary, 50% paid for by the employer;
- (x) Metro Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) – two (2) times salary, 50% paid for by the employer;
- (y) City of Toronto Inside (formerly non-union and placed in local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) – two (2) time salary, 50% paid for by the employer;

NOTE: The parties agree that following May 11, 2000, the above Letter of Intent re: Grandparenting of Group Life Insurance is subject to proofing and validation by Local 79 and the City.

LETTER OF INTENT
GRANDPARENTING SPOUSAL AND DEPENDENT DEATH BENEFIT

Employees of the former East York Inside (CUPE Local 114), East York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), East York Health Unit (ONA Local 5) and East York Health Unit (CUPE Local 114) are entitled to a \$2,000 spousal death benefit and a \$1,000 per dependent child(ren) death benefit. This benefit coverage is 100% employer paid and ceases on the employee's sixty-fifth (65th) birthday.

The City shall continue to provide to those employees who currently have it, spouse and/or dependent(s) group life Insurance, under their present terms and conditions.

NOTE: The parties agree that following May 11, 2000 the above Letter of Intent re: Grandparenting of Spousal and Dependent Death Benefit is subject to proof reading and validation by Local 79 and the City.

Long Term _____ t

12.06(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 such employee's basic salary to a maximum of \$4,750.00 per month for disability claims, inclusive of any

benefits paid under any pension plan, insurance plan, Workplace Safety and Insurance Board 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/she is in receipt of sick pay benefits from the City.

Effective March 1, 2003, 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 such employee's basic salary per month for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workplace Safety and Insurance Board 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/she is in receipt of sick pay benefits from the City.

12.06(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/her 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 as per clause 12.01(c).

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

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

LETTER OF INTENT **LONG TERM DISABILITY RECIPIENTS**

Within ninety (90) days of the issuance of this Interim Award dated September 24, 2002, each party will appoint three (3) representatives to a LTD Special Adjustment Committee and the Committee will commence meeting to discuss the feasibility of a special adjustment for LTD recipients whose benefits were calculated prior to the 1999-2001 Collective Agreement. Discussions will include **but not be limited to the following:** identification of current recipients of LTD payments, the length of time each recipient has been receiving the benefit, the form and calculation the adjustment might take and the source of City funding, The Union shall be provided with all necessary information required to address the issue(s).

Change of Marital Status or Dependents

12.07 Each employee shall report any changes in marital status or increase or decrease in dependents 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.

Benefits Monitoring Committee

12.08 A Benefits Monitoring Committee shall be established consisting of up to four (4) representatives from each of Local 79 and the City. This Committee shall be jointly chaired by the Director, Pension, Payroll and Employee Benefits, and the President of Local 79, 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 79 and the City.

The Committee shall meet at the request of either party.

Benefit Plan Book

12.09 The City shall provide each employee a copy of the benefit plan book and shall provide updates when they occur. The City shall provide Local 79 with a copy of the benefit plan book and updates for proof-reading and comment prior to its distribution to employees.

Change In Carrier

12.10 Should there be a change of the carrier of any or all of the employee benefits set forth in this Article, such change of carrier shall not itself result in a change in benefit levels.

Benefits Representative

12.11 Leave of absence, with pay, shall be granted to one (1) full time Benefits Representative.

**LETTER OF INTENT
BENEFIT UTILIZATION AND PREMIUM RATES**

Six (6) weeks prior to the implementation of new premium rates, the City shall meet with Local 79 to discuss the criteria used to determine the new rates.

Six (6) months after the end of each benefit year, the City shall provide to Local 79 general written utilization information, including costs, for each benefit. At Local 79's request, the City shall meet with local 79 to discuss such information.

Article 13 PENSIONS AND RETIREMENT

- 13.01(a) All employees enrolled in the Ontario Municipal Retirement System (OMERS) as of January 1, 1998, shall continue to participate in the OMERS plan.
- 13.01(b) All permanent employees hired after January 1, 1998, shall enroll in the OMERS plan.
- 13.01(c) All employees who are members of pension plans other than the OMERS plan as of January 1, 1998, shall continue to participate in those plans.
- 13.01(d) Without limiting the generality of the foregoing, the pension plans to which clause 13.01(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 May 11, 2000. 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 13.01(c).

- 13.01(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.
- 13.01(f) Each new temporary employee who works other than on a continuous-full-time basis and who was hired on or after May 1, 2000 shall, as a condition of employment, join the OMERS pension plan on January 1st following any two (2) consecutive calendar years where, in each year, such employee;
- (i) has earned at least 35% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan, or
 - (ii) has been paid or deemed to have been paid 700 hours.

- 13.01(g) All temporary employees hired prior to May 1 ~~1~~ 2000 shall have the option to enrol in the OMERS plan as outlined in 13.01(9) (above).
- 13.02 Notwithstanding Article 5 (No Discrimination or Harassment) hereof, each employee shall be retired upon attaining the age of sixty-five (65) years, such retirement to be effective upon the last day of the month in which the sixty-fifth (65th) birthday of such employee occurs.
- 13.03 For those leaves of absences granted under clause 17.10(a) and 17.10(b), every employee on leave of absence on **Local 79 Business** shall be considered to be in full time attendance for pension purposes. Local 79 shall remit to **the City** both the employer and the employee share of the required pension contributions during **such** leave on a quarterly basis as invoiced therefor by the City.
- 13.04(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 clauses 12.02 (Extended **Health Care**), 12.03 (**Dental**), and 12.04 (Group Life Insurance) up to and **including** the last **day** of the month in which his/her **sixty-fifth (65th) birthday** occurs. **Such benefits will be effective** upon the date on which the employee **actually** retires.
- 13.04(b) An employee hired prior to **May 1**, 2000, and who at retirement does not have ten (10) years of **credited** pension ~~service~~, shall be entitled to the **benefits** as outlined above in **clause 13.04(a)** up to and including the last day of the month in which his/her **sixty-fifth (65th) birthday occurs**.
- 13.05 Where an employee who elects early retirement and is eligible for **benefits** in accordance with clause 13.04 dies prior to his/her **sixty-fifth (65th) birthday**, said employee's **spouse** (insured at the time of death) and as defined in clause 12.01(d) and eligible dependants, as defined in **clause 12.01(d)** if any, shall continue to be covered by said benefits with ~~the~~ exception of the benefits provided under clause 12.04 (Group Life Insurance) up to and including the date on which the deceased employee would have attained the age of **sixty-five (65) years**.
- 13.06 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/her death, the employee's **spouse** (insured at the time of death) and eligible dependents, as defined in **clause 12.01(d)** if any, shall with the exception of those benefits provided under clause 12.04 (**Group Life Insurance**), be eligible for the **benefit** coverage as set out in clause 13.04 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.

13.07 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**.

13.08 The City shall provide a paid up group life insurance policy in the amount of \$3,000.00 for **those** employees who retire at the age of **sixty-five (65)**.

Effective March 1, 2003, the City shall **provide a** paid up **group** life insurance policy in the amount of \$5,000.00 for those employees who retire at the age of sixtyfive (65).

13.09 **Any employee who, as of May 11, 2000,** is enrolled and participating in an OMERS Supplementary Type 3 pension benefit shall continue to **be provided with** such **benefits** during the term of this Collective Agreement.

NOTE: Any employee who is **eligible** for retiree benefits **beyond** age 65 **as at May 11, 2000** shall continue to be eligible for **said benefits**.

LETTER OF INTENT
GRANDPARENTING OF GROUP LIFE AND PAID-UP
LIFE INSURANCE FOR RETIREES

(a) **Etobicoke** Inside (formerly **non-union** and placed in **Local 79** by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), **Etobicoke** Inside (formerly non-union **and** certified with CUPE May 8, 1998 by the Ontario Labour Relations Board Order No. 4499-97-R), **Etobicoke** Health Unit (CUPE Local 3431) and **Etobicoke** Health Unit (ONA Local 29) - Upon retirement, an employee shall receive flat coverage at one quarter (1/4) **pre-retirement** coverage to a maximum of \$50,000. The **premiums shall be paid one hundred (100%) percent by** the City.

(b) **East York** Inside (CUPE Inside 114), **East York** **Inside** (formerly non-union **and placed** in **Local 79** by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), **East York** **Board of Health** (ONA Local 5) and **East York** **Board of Health** (CUPE **Health 114**) - Employees who retire before age **sixty-five** (65) shall have **the** option of continuing their **Group Life** Insurance coverage **on the present basis of** coverage to age sixtyfive (65). Such coverage shall be 25% paid **for by** the employer. Upon ceasing of **such** coverage or at age sixty-five (65), **the** retired employee will **be provided** with \$5,000 paid up life

insurance provided that no employee or retired employee shall participate in both coverages simultaneously.

- (c) **Scarborough Inside Unit (CUPE Local 545), Scarborough Inside (formerly non-union and placed in CUPE Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), Scarborough Nurses (CUPE Local 3752) and Scarborough Public Utilities Unit (UWC, Local 1 Unit 2) - Employees who retire before age sixty-five (65) shall be entitled to have their Group Life Insurance coverage continued on the basis of coverage to age sixty-five (65), provided that any employee opting to continue such insurance coverage shall pay to the City seventy-five (75%) of the premium cost at the group rate and the City shall pay twenty-five percent (25%) of the premium cost.**
- (d) **York Inside Unit (CUPE Local 840), York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), York Board of Health (CUPE Local 840), York Foremen Unit (CUPE Local 103) and York Board of Health (ONA Local 59) - Re: Extension of Group Life Insurance—Retirees: Effective August 1, 1987 the City shall provide early retirees the opportunity to continue their Group Life Insurance coverage of twice their annual salary, 50% paid for by the employer. The City shall provide a paid up Group Life Insurance Policy for all retirees (after January 1, 1988) in the amount of six thousand (\$6,000) dollars, 100% paid for by the employer.**
- (e) **North York (Inside – CUPE Local 94), North York (Dental – CUPE Local 94) and North York (Foremen – CUPE Local 71) – Those employees above who retired on or after January 8, 1999 and up to and including May 11, 2000 shall be entitled to the retiree benefits outlined in the Collective Agreements identified in (e). Those employees who retired prior to January 8, 1999 shall be entitled to the retiree benefits in the respective Collective Agreements outlined in (e). The City will ensure that the benefits will continue to be provided through the City of Toronto and the Toronto Civic Employees Union CUPE Local 416.**
- (9) **City of Toronto (Inside – CUPE local 79) and Metropolitan Toronto (Inside – CUPE Local 79) – For an employee eligible for retiree benefits under 13.04 (c), he/she shall be provided with Group Life Insurance of five thousand (\$5,000) dollars.**

LETTER OF INTENT PENSIONS

The parties agree to meet during the term of the Collective Agreement to negotiate earlier retirement and improvements and/or changes to the pension plans, including specialized provisions for certain classifications within the City, including but not limited to the Ambulance Services Division.

Any changes agreed to will be subject to ratification by both parties.

LETTER OF INTENT
BUY-BACK OF OPTIONAL PENSIONABLE SERVICE

The City agrees to implement an optional service buyback program for employees as soon as practically possible.

Other than any associated administrative costs, such program shall be at no cost to *the* City.

LETTER OF INTENT
PENSION EDUCATION

Both the City and Local 79 recognize the value of educating employees about their pension plan, their eligibility for enrolment and other pension related issues.

In this regard ~~the~~ City and Local 79 shall meet during the term of this Collective Agreement for the purpose of developing a joint pension presentation that would be made available to Local 79 members.

LETTER OF INTENT
PENSIONS – TEMPORARY EMPLOYEES

All temporary employees captured under clause 13.01(g) who **have not already joined OMERS shall**, on a yearly basis, be notified in writing of their right to elect to join the OMERS pension plan, **if in** the previous two consecutive years they **have**:

- (i) **earned** at least 35% of the Year's Maximum Pensionable Earnings (YMPE) under **the Canada Pension Plan**, or
- (ii) **been paid** or **deemed** to have been paid 700 hours.

The notification will include information about OMERS including any **buy back provisions**. It will inform the employee that **he/she** has the ability to buy back, at **her/his** cost, any **prior service** with the City, a predecessor of the City or any **OMERS** participating employer. It will include the necessary **forms** for the employee to initiate a buy back quote from OMERS. The **Employee** may **obtain** the buy back quote directly from **OMERS** *or* through the assistance of the City.

LETTER OF INTENT
POST 65

The parties will meet within sixty (60) days of the **issuance** of the **Interim Award** dated September 24, 2002 to discuss the **feasibility** of providing post-05 retiree benefits for those who do not currently have them, at no cost to the City.

The discussions will include but not be **limited** to funding and level of benefits.

LETTER OF INTENT
GRANDPARENTING THE EMPLOYEE PURCHASE OF HEALTH BENEFITS
FOR EMPLOYEES WHO RETIRE FROM O&A LOCAL 41 IN THE FORMER
CITY OF NORTH YORK

The parties agree that **employees** from the former City of North York Nurses shall continue to be able to purchase Health benefits through the City upon retirement and on the **basis** that **the** employee pays one hundred per cent (~~100~~**100**%) of the costs.

Article 14
REQUESTS FOR TRANSFER

- 14.01(a) An employee wishing to transfer to another Department or a Division within the same Department and within the same classification may submit twice per year, such request in writing to the Human Resources Division of the Corporate Services Department. Once an employee submits a transfer request it shall remain on file until such time that he/she is transferred or withdraws the transfer request.
- 14.01(b) An employee wishing to transfer to **a different** location within **the** same classification, within his/her Department or Division may submit twice per year, **such request** in writing to his/her Department Head. Once an employee submits a transfer request, such employee shall remain on the transfer ~~list~~ **until** such time that he/she is transferred or withdraws the transfer request.
- 14.01(c) Transfers **shall** be considered in order of the date on which the request is received by the Human Resources Division or the employee's Department Head, **as the case may be**. In the event that **two** or more requests are received on the same date, seniority shall be **the** determining factor **providing** the **employee(s)** is otherwise qualified.

LETTER OF INTENT
AMALGAMATION/SERVICE CONSOLIDATION-RELATED TRANSFERS

The City recognizes that a change in an employee's permanent work location may have an effect upon employees.

The City further recognizes that Local 79 **has a legitimate** interest in ensuring that their **members** are **treated** in a reasonable **and** consistent manner **where** it becomes

necessary to transfer employees **on a permanent basis** within the context of the City's amalgamation activities.

In this regard, where **such** transfers are to take place, and consistent **with** the City's operational requirements, the following guideline will apply:

1. **Wherever possible, Local 79 will be notified in writing at least four (4) weeks prior to the scheduled transfer of staff, including an invitation to meet and discuss issues arising from the transfer;**
2. **Wherever possible, employees will also be given at least four (4) weeks written notice of their reassignment (or the potential for reassignment, if not all employees will be similarly affected);**
3. **When a reassignment does not affect all employees, or where the reassignment involves more than one new location, seniority will be considered in making such reassignments.**

The foregoing procedure does not prevent Local 79 from requesting a meeting to discuss issues relating to **staff** movement in circumstances which are not covered by the above procedure. If requested, such meeting shall be arranged and held as quickly as possible.

Article 15 PROMOTIONS AND APPOINTMENTS

- 15.01(a) Whenever 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** qualifications required. The Executive Director of Human Resources shall arrange for the position to be made known to all employees through a Job Call. Applicants for **such** appointments and promotions shall be considered on the **basis of any or** all of the following factors: **seniority**, education, training **and** work experience, ability and appraisal of past **performance**.
- 15.01(b) The Executive Director of Human **Resources** shall:
- (i) Send **copies** of **Job** Call notices, in accordance with clause 15.02, to all City Departments, which notices each Department Head shall ensure are **prominently** displayed so that all **employees** are **made** aware of the positions available.
 - (ii) **Provide** copies of **any** Job Call **notice** to the Recording Secretary of Local 79 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.

- 15.01(c) For positions within the Civic Service, a Job Call will be issued and shall state:
- (i) the general duties of the position;
 - (ii) the Department, Division, Section and work 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;
 - (ix) that the examinations, **if any**, which candidates must undergo for the position will be held **in** the Human Resources Department unless **otherwise** indicated;
 - (x) whether a Candidate List or an **Eligibility List will be** established from the Job Call;
 - (xi) whether the position is existing or new; and,
 - (xii) the job evaluation code number, if one **exists**.
- 15.01(d) The time limit provided **in** the foregoing (c)(vii) hereof shall not be less than two (2) weeks from the date of issue of the Job Call, provided that the Executive Director of Human Resources may, upon notice to Local 79, establish a shorter period.
- 15.01(e) **An employee covered** by the part-time Homes for the **Aged** Collective Agreement, the part-time Unit B Collective Agreement or the Recreation Workers Collective Agreement, as the case may be, shall **have** access to the Job Call procedure as set out in **Article 15 herein**.
- 15.01(f) Prior to a position **being** posted through the Job Call procedure, **those** employees who have a **request** for transfer on file as per Article 14 (**Transfers**) shall be **given** consideration for **such** position.
- 15.01(g) Priority **for** promotions and appointments under this Article shall be given to applicants coming **within any** of the Local 79 bargaining **units**.
- 15.02 Promotional **vacancies** will **be** advertised within the Civic Service. The first consideration will be given to internal applicants and outside advertising will only take place in the event that the Executive Director of Human Resources **and the Department Head concerned believe that there**

may not be employees within the Civic Service with the qualifications required. In this event, the position will be advertised simultaneously inside and outside the Civic Service.

- 15.03(a) Applications for available positions shall be made on forms supplied by the Human Resources Department. An employee may apply for a position in a classification that is at **the same**, or higher or lower rate of pay than his/her present classification.
- 15.03(b) The Executive Director of Human Resources and the Department Head concerned will conduct a joint preliminary review of all applications received to make a fair and objective determination as to whether applicants meet **the** required qualifications for the position to be filled.
- 15.03(c) 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. The given seven (7) day time limit referred to herein shall be ten (10) days if it is with respect to an employee in the Temporary Service who is employed **less** than 35 or 40 hours per week.
- 15.03(d) Any applicant **for** examination **or** candidate participating in an experiment **who deems** he/she has a complaint regarding **the** procedure or any other matter may have his/her complaint placed before the Executive Director of Human Resources.
- 15.04 If, **after** the review of employee applications, the Executive Director **of** Human Resources and the Department Head concerned agree that a written examination, Review Board or other test is not necessary to confirm applicants' qualifications **for** a position, the Executive Director of Human Resources will forward to the Department **concerned**, in order of seniority, the names **and** seniority dates of qualified applicants.
- 15.05 The Executive Director of Human Resources and the Department Head **concerned** will decide jointly on the need for an examination(s) for the purpose of determining qualified applicants for the position. Should passing an exam be required to **qualify** for a particular position it will be conducted in a manner that will provide a **fair** assessment of all candidates using the same set of standards. Examinations will take the form of written **test(s)**, practical physical/skill tests, Review Board or any combination thereof to ensure applicants are examined for the qualifications and skills considered **most important** to the **position**.
- 15.06 Should a Review Board, written **and/or** practical examination be required for assessment purposes, applicants will be advised in writing by the

Executive Director of Human Resources of the type of examination, when and where the examination will be conducted.

- 15.07 **Review Board** members will jointly complete a "Review Board Applicant Evaluation Form". Evaluation forms will be retained by the Executive Director of Human Resources and copies will be available for review by the Human Resources Division with the approval of the applicant within forty-five (45) days of being advised of the Review Board decision. "Review Board Applicant Evaluation Forms" completed on a candidate for a specific position, will have **no** relevancy to any other position for which an employee might **apply**. The **Review Board** is responsible for qualifying applicants for the position.
- 15.08 The Executive Director of Human Resources will permit any applicant to review his/her examination paper by appointment within forty-five (45) days of an examination. The applicant may, if desired, review his/her examination paper, by appointment with staff of the Human Resources Division.
- 15.09 Applicants who do not comply with the **procedures** and guidelines established for conducting examinations shall be disqualified from further consideration as a **position candidate**.
- 15.10 Upon completion of written, practical examinations and/or a Review Board, the Executive Director of Human Resources will advise all applicants in writing of their results, and will forward to the Department concerned, in order of seniority, the names and seniority dates of the successful applicants for selection.
- 15.11 The selection decision will be **based** upon the criteria as set out in sub-clause 15.01(a) hereof. If other than senior applicant(s) from the list of applicants who meet the required qualifications is **selected**, the Department Head will advise the Executive Director of Human Resources in writing, giving reasonable justification for the selection of candidate(s) with less seniority. Such justification must demonstrate a fair and objective basis for **the selection** decision and for the separation between the successful applicant(s) **and** the unsuccessful senior applicant(s). The Executive Director of Human Resources **will** notify **all** applicants who were not successful for the position, quoting the Department Head's Justification.
- 15.12(a) A list of the qualified applicants from each Job Call shall be either:
- (i) a Candidate List which shall only be valid for **the** filling of the posted **vacancy**, or

- (ii) an Eligibility List which shall be valid for the filling of future vacancies that may occur in ~~the~~ posted position during the period that the Eligibility List is in effect.

- 15.12(b)** The Candidate List or Eligibility List will be formed in accordance with clauses 15.04 or 15.10, as the case may be. Eligibility Lists will become effective upon receipt by ~~the~~ Department concerned. Subject to sub-clause (9) below, Eligibility Lists will be used to select the successful applicant for each successive appointment and/or promotion to the position in question which arises during the period that the Eligibility List is in effect.
- 15.12(c) An Eligibility List shall remain in effect for six (6) months or unless depleted before that time. If the Eligibility List is depleted, or upon the expiry of the six (6) months, whichever comes first, any appointments and/or promotions for the position in question shall be the subject of further Job Call (s).
- 15.12(d) Notwithstanding the first sentence of clause 15.01 (a), further Job Calls shall not be issued for appointments and promotions for the position in question during the period that the Eligibility List is in effect.
- 15.12(e) Each selection decision for appointment and/or promotion shall be made in accordance with clause 15.11 from the applicants on the Candidate List or Eligibility List. Should a less senior applicant be chosen from the Eligibility List, applicants on the Eligibility List with greater seniority shall be notified.
- 15.12(f)** Applicants on the Eligibility List shall have the right to decline an offered vacancy once. In the event that an applicant on the Eligibility List declines a second offered vacancy, his or her name shall be struck from the Eligibility List and he or she shall not be considered for any future vacancies in the position during the remainder of the period that the Eligibility List is in effect. In the event that all applicants on an Eligibility List decline the same offered vacancy, the City shall have the right to fill the vacancy externally without any obligation to re-post it.
- 15.13(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.
- 15.13(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.

- 15.13(c) Should the promotion be confirmed, the three-month assessment period shall count toward the six (6) month probationary period defined in Article 4 If said employee had not **completed** such period prior to promotion.
- 15.13(d) Should a reversion be necessary, the ~~three-month~~ assessment period or any part thereof served in the promoted position shall not count towards the six (6) month Probationary Period if said employ~~88~~ had not completed his/her Probationary Period prior to promotion as set out in Article 4.
- 15.13(e) Should a ~~reversion~~ be necessary or requested by ~~the~~ employee, the **employee** shall be reverted to his/her 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. The time served ~~in~~ the position prior to the promotion will count towards the service required to qualify for an increment as set out in clauses 6.02 and 6.03 of Article 6.
- 15.13(f) 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. The time served in his/her former position prior to the promotion will count towards the service required to qualify for an Increment as set out in clauses 6.02 and 6.03 of Article 6.
- 15.14 Any employee who is no longer capable of performing his/her full required duties by **reason** of disability, but **whose** disability is not of sufficient severity to qualify for a ~~disability~~ pension under the provisions of any of the **pension** plans affecting Civic employees, may ~~be~~ placed in a suitable position in the Civic Service, If such position is available, on the recommendation of the ~~Executive~~ Director of Human Resources without regard to the other **clauses** of this Article.

The date of implementation for the full-time Collective Agreement promotions and appointments language is October 23, 2001 as per the Kaplan Award.

Notwithstanding the above, Tim Armstrong's letter of **September 05, 2002** allowing the Homes for the Aged Division to post ~~full-time~~ positions on a ~~Division-wide~~ basis only until December 31, 2002 still remains in effect.

**LETTER OF INTENT
SCHEDULING OF**

May 10, 2002

Ms. Ann Dembinski
President, Local 79

Re: Scheduling of Examinations and Job Competitions

It is the understanding of the parties that whenever possible, examinations will be held **during** working hours. The Department Head will grant leave of absence with pay to those employees in the Department who have made **application** for and have been accepted for admission to such examinations. For employees subject to **shift** work, every effort will be made by the Department Head to **re-schedule** the employees so that the employees will not be required to work a shift immediately before or after an examination.

Yours truly,

M. Moffatt
Acting Director, Employee and Labour Relations

**Article 16
GRIEVANCE PROCEDURE**

- 16.01 The parties to this Agreement are agreed that it is of the utmost importance to address and resolve **grievances** as quickly as possible.
- 16.02 **Time limits** for all steps of the entire grievance and **arbitration** procedure may be extended in writing by mutual consent.
- 16.03 For the **purpose** of the **grievance** and **arbitration** procedures, "working days" shall be Monday to Friday inclusive, but **exclusive** of designated holidays.
- 16.04 A **committee** of not more than three (3) officers of Local 79 shall be designated by the President of Local 79 and shall constitute a committee hereinafter **called** the Local 79 Grievance Committee, to **deal** with a grievance in accordance with this Article.
- 16.05 The City acknowledges the right of Local 79 to appoint or otherwise select stewards and **officers** and, in **this** regard, local 79 acknowledges and agrees that Stewards and Officers of **Local 79** have regular duties to perform as **employees** of the City and that such employees will not leave their regular duties to assist employees in **respect of** matters arising under this

Article without obtaining the permission of their Department Head or someone designated by him/her 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 shall be without loss of pay.

16.06(a) Local 79 will supply the City with a list of all of its Stewards and Officers as soon as they are elected/appointed, and thereafter will notify the City in writing of any changes. In the event that a Steward or Officer is permanently transferred by the City from the work area that he/she would normally represent, the City will notify Local 79 as soon as practicable.

16.06(b) It is understood and agreed that Stewards and Officers under this Agreement, Part-time Unit B, Recreation Workers (Part-time) and Homes for the Aged Part-time Unit Collective Agreements are interchangeable,

16.07 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, such difference or allegation, being hereinafter referred to as "The Dispute" in Step One and thereafter "The Grievance", the following grievance procedure shall apply;

(i) **Step One – Dispute Resolution**

It is understood that before the dispute is put in writing, the employee's immediate supervisor will have an opportunity to discuss and address the dispute. Within twenty (20) working days following the circumstances giving rise to a dispute, Local 79, through the Local 79 Steward, shall request a meeting with the employee's immediate supervisor, who shall arrange a meeting within ten (10) working days of receiving the request. The employee shall be accompanied by a Local 79 Steward or an available local 79 Representative. Within three (3) working days of the date of the Step One – Dispute Resolution meeting, the supervisor will advise the Local 79 Steward and employee in writing whether the dispute was denied, granted or resolved. Any resolutions reached at this step shall be without prejudice or precedent.

(ii) **Step Two**

If the dispute is not resolved at Step One, the grievance and redress sought shall be put in writing and signed by the employee. Local 79 shall file the grievance with the Department Head within ten (10) working days following the Step One meeting, and shall provide the grievor's immediate supervisor with a copy of the grievance. The Department Head shall confer with the Representative of Local 79 within twenty (20) working days after receipt of the grievance at Step

Two, and shall **advise** Local 79 in writing of his/her 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 Local 79, 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

In the event that the Department Head does not provide redress **satisfactory** to Local 79 it **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 Representative of Local 79 within **twenty** (20) working days **after** receipt of the grievance at Step Three. The Director of Employee and Labour Relations shall advise Local 79 in writing within ten (10) working days **after the** said conference of his/her decision in respect to **the** grievance.

Effective until November 4, 2002, the grievor will attend the Step Three meeting upon the request of Local 79 in the case of a **discharge or 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.

Effective November 5, 2002, the City will grant paid leave of absence to a grievor to attend his/her Step Three **grievance meeting(s)**.

Mediation

16.08

Once Local 79 **has** processed a **grievance** 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 Local 79. **Time spent in attendance at mediation** during an employee's regular working hours shall be without **loss of** pay. The parties will jointly, in equal shares, bear the expenses of the Mediator. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice. **In** the event that no mutually agreeable resolution is reached, **the** grievance will proceed to arbitration.

Arbitration

16.09

In the event that the Director of Employee and **Labour Relations does** not **provide** redress **satisfactory** to Local 79, Local 79 may, within twenty (20) working days after the 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.

No matter may be submitted to arbitration which has not been properly processed through all previous **steps of the grievance** procedure as set forth in this Agreement.

16.10 Grievances submitted to arbitration shall be determined by a single arbitrator unless either party requests that the grievance be determined by a Board of Arbitration.

If ~~the~~ grievance is to be determined by a single arbitrator, the parties shall endeavour to reach agreement as to a suitable arbitrator. In the event that ~~the~~ parties fail to agree upon an arbitrator, Local 79 shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator.

16.11 In the event that ~~the parties do~~ not agree to have ~~the~~ grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall so notify the other party in writing within ten (10) working days of receipt of the letter referring the grievance to arbitration. The notice shall include the name of its nominee to an Arbitration Board. The party so notified shall, within ten (10) working days after the receipt of the letter, notify the other party 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, Local 79 shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.

16.12 The decision of the Department Head or the **Director of** Employee and Labour Relations, or Local 79 in the case of a management grievance pursuant to clause 16.23, as ~~the case may be~~, shall be final and binding upon the City and Local 79 and upon any employee affected by it unless a subsequent step is taken within the times hereinbefore limited.

16.13 The single arbitrator, or the Arbitration Board, as the **case may be**, shall hear and determine ~~the~~ grievance and shall issue a decision, and the decision shall be binding upon Local 79, 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.

16.14 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.

16.15 The Arbitrator or 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 which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.

16.16 Effective November 5, 2002, the City will grant paid leave of absence to a grievor to attend his/her arbitration hearing(s).

16.17 Effective November 5, 2002, employee witness(es) summoned to attend arbitration hearings by the Union will be granted unpaid leave of absence by the City and their wages and any associated expenses will be paid by the Union.

Policy Grievances

16.18 Where a dispute involving a question of general application or Interpretation of the Collective Agreement occurs, a policy grievance may be filed by Local 79, commencing at Step 3 within twenty (20) working days of the circumstances giving rise to the grievance.

Group Grievances

16.19 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 Local 79's option within twenty (20) working days of the circumstances giving rise to the grievance. Group grievances involving a group of employees in two or more departments shall be filed at Step Three within twenty (20) working days of the circumstances giving rise to the grievance.

or Discharge

16.20 If an employee is suspended or dismissed, the grievance shall be filed 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.

Promotions and Appointments

16.21 Any grievance of an employee with respect to Article 15 (Promotions and Appointments) shall be initiated at Step Two within twenty (20) working days of the circumstances giving rise to the grievance. In the event that the grievance is with respect to not being selected for a position, if such position is within a Department other than the employee's Department, the grievance shall be directed by Local 79 to the Head of the Department in which the vacancy occurred.

Sexual Harassment/No Discrimination or Harassment

16.22 Where an allegation is made by an employee that Article 5 (No Discrimination or Harassment) or Clause 5.04 (Sexual Harassment) has been violated, a grievance shall be initiated at Step Two within forty (40) working days after such violation is alleged to have occurred.

Management Grievances

16.23 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 Local 79 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 Local 79 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.

Benefit Grievances

16.24 Where an allegation is made that there has been an improper application, administration or violation in the matters of any benefit entitlement as provided for under this Collective Agreement, the grievance shall be initiated at Step Three (3) of the grievance procedure as set forth in this Article, within twenty (20) working days after such violation is alleged to have occurred,

Disciplinary i and Notations

16.25 Whenever an employee is requested to report for a disciplinary discussion with a supervisor, prior to any i action being taken, such employee shall have the right of having either a Steward or Local 79 Representative present at such meeting or, if neither are available, he/she shall have the right to the of an employee of his/her choice who is on duty at his/her place of work at the time the discussion takes place.

16.26 The City shall forward a copy of any letter of discharge to the Recording Secretary of Local 79 within ten (10) days of discharge.

16.27 Where an employee has not received a disciplinary notation for a period of two (2) years actually worked, any disciplinary notation(s) recorded on the employee's service record shall be null and void insofar as it pertains to the record of such employee. If the employee requests the removal of a disciplinary notation(s) after such two (2) year period the disciplinary notation(s) will be removed from the employee's file.

**LETTER OF INTENT
GRIEVANCE AND ARBITRATION PROVISIONS**

The parties agree that the President of Local 79 and the Director of Employee and Labour Relations shall meet during the term of this Collective Agreement for the purpose of reviewing the grievance and arbitration provisions as set out in the Collective Agreement.

This review will include but will not be limited to the adequacy of the time limits as set out therein and any other matters of mutual concern that may arise within the context of the grievance and arbitration process.

Meetings will be held on a quarterly basis or at such other times as may be requested by either party.

**LETTER OF INTENT
TRAINING**

The parties agree to meet during the term of the Collective Agreement for the purpose of jointly designing and implementing a training program which shall focus on dispute resolution techniques that may be applied in various circumstances, including but not limited to grievance management and Collective Agreement administration.

**LETTER OF INTENT
EXPEDITED GRIEVANCE PROCESS**

The parties agree that they have a desire to resolve differences in an expeditious manner. Therefore, we agree within ninety (90) days following September 24, 2002 to set up meetings to review all grievances outstanding and resolve as many as possible.

The parties will jointly agree which unresolved grievances will be brought before Mr. T. Armstrong to act as Mediator/Arbitrator to resolve these grievances. The parties will work out a process with the Mediator/Arbitrator for presenting facts and submissions in an expedited fashion.

Our goal would be to resolve all outstanding grievances and work towards a problem-solving environment.

**Article 17
LEAVE OF ABSENCE**

Bereavement Leave

17.01(a) An employee who is absent from work solely due to the death and/or funeral of the father, mother, father-in-law, mother-in-law, son, daughter,

brother, sister, **same-sex** partner, **husband** or wife of **such** employee, shall be entitled to compensation for time so lost by such employee from his/her **regular schedule** at his/her **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 **day of** the funeral or memorial **service** held in lieu of a funeral.

- 17.01(b) An employee who is absent **from** work **solely** due to the death and/or funeral of the 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/her regular schedule at his/her 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 day of the funeral or **memorial service held in lieu of** a funeral.
- 17.01(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 and/or funeral of persons other than those **specified** in clauses 17.01(a) and (b).
- 17.01(d) Notwithstanding 17.01(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.

Jury or Witness Service until November 4, 2002

- 17.02A Effective until November 4, 2002, 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/her jury or witness service such employee shall present to his/her **Department** Head a satisfactory certificate showing the **period** of such **service**;
 - (ii) shall be paid his/her full salary or wage for the period of such jury or **witness** service provided that he/she 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/her 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/her Department for

instructions respecting his/her return to work and shall, upon receiving such instructions, comply with the same.

Jury or Witness Duty (Effective November 5, 2002)

- 17.02B Effective November 5, 2002, each employee who is called to serve as a juror or, **except as** provided in **clause 16.17**, is subpoenaed as a witness in a legal proceeding shall:
- (i) be granted leave of absence for such purpose, provided that upon completion of his/her jury or witness **service** such employee shall present to his/her Department Head a satisfactory certificate showing the period of **such service**;
 - (ii) be paid his/her full salary or wage for the period of such jury or witness service **provided that he/she 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/her regularly scheduled work day with the City or any monies received for **meal allowance** or **travelling allowances**; and
 - (iii) upon **being** released from jury or **witness service** in the forenoon of any day, immediately telephone his/her Department for instructions respecting his/her return to work and shall, upon receiving such instructions, comply with the same.

Pregnancy/Parental Leave

- 17.03(a) Pregnancy and/or parental **leave**, without pay, shall be in accordance with Part XIV of the **Employment Standards Act, 2000, S.O. 2000**, as amended.
- 17.03(b) **Pregnancy and/or parental leave for an employee who does not qualify under Part XIV of the Employment Standards Act, 2000, S.O. 2000**, as amended, shall be granted upon the employee's request, and **administered** in accordance **with** the Act.
- 17.03(c) Any request for an extension of **parental leave beyond** that **which** an employee is entitled to in accordance with **clause 17.03(a)**, or is granted in accordance with **clause 17.03(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.
- 17.03(d) The City shall provide **the coverage** and pay its share of the premiums for **the benefits** set out in Article **12** and shall **pay** its share of the pension contributions **under** Article **13** for any pregnancy and/or parental leave taken pursuant to **clauses 17.03(a) or 17.03(b)**, unless the employee elects in writing that **they** do not wish benefit coverage.

17.03(e) Pregnancy **and/or** parental leave in accordance with clauses 17.03(a) or 17.03(b) shall not involve any expense to the City, except as provided in clauses 6.02(c) (Increments), 10.01(d)(ii) (Vacation), 17.03(d), 17.04 and 17.05.

Pregnancy Leave Top-up

17.04(a) An employee who is **eligible** for pregnancy leave under **clause 17.03(a)** or an employee who requests **and** is granted pregnancy leave under **clause 17.03(b)**, shall be entitled, provided she is in receipt of Employment Insurance **benefits** pursuant to the Employment Insurance Act, S.C. 1996, 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: and,
- (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.

17.04(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.

17.04(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.

Parental Leave Top-up

17.05(a) An **employee** who **is eligible** for parental leave under **clause 17.03(a)** or who requests and **is granted** parental leave under **clause 17.03(b)** shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, 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); **and,**
- (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.

- 17.05(b) **Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their unemployment Insurance benefits for the period of unemployment.**
- 17.05(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,**
- 17.06 **An employee who is granted an extension of parental leave in accordance with clause 17.03(c) shall be responsible for paying in advance by post-dated cheque(s) the full premiums for the insurance coverage referred to in Article 12 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.**

City Leave

- 17.07 **An employee who is required to be absent from work during his/her normal working hours for the purpose of obtaining his/her 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

- 17.08 **Subject to the approval of the Department Head, an employee may request and be granted leave of absence, without pay, for up to five (5) consecutive working days per year 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. Approval or reasons for denial of such request shall be provided to the employee in writing.**

Ill Dependant Leave

- 17.09 **Subject to clause 11.01(a) or (b), and clauses 11.09 and 11.10, an employee may use up to six (6) days of his/her available accumulative sick credits per calendar year to care for ill dependents. Such absence shall be deducted from the employee's bank of accumulated sick credits and shall not be considered as breaking a month's service.**

Leave of Absence - Local 79

- 17.10(a) **An employee who is elected or appointed to a full-time position within Local 79 shall, upon the request of Local 79, be granted such leave of absence provided that such leave shall involve no cost to the City.**

Upon the expiration of his/her term of office, the employee shall be returned to his/her previous position, if such is available or if no such position is

available upon consultation with the **employee** concerned, to a position in a classification comparable to the **one he/she was employed** in prior to taking office.

Leave of Absence for Full-time Office with Organization Affiliated with Local 79

17.10(b) When an employee is elected or appointed to a full-time position or office within a labour organization with which Local 79 is affiliated, Local 79 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 will be granted, provided that such leave shall involve no cost to the City.

Upon the expiration of his/her term of office, the employee shall be returned to his/her previous position, if such is available or if **no** such position is available, upon consultation with the employee concerned, to a position **in a classification comparable to the one he/she was employed** in prior to taking office.

Leave of Absence to Attend Labour Conference

17.11(a) Subject to **two (2) weeks** notice, leave of absence without pay shall be granted to all duly elected **delegates** from Local 79 who are employees of the City to attend any authorized **Labour Conference**.

Leave of Absence to Attend Labour Conference

17.11(b) Subject to the approval of the Department Head concerned, leave of absence **without pay** shall be granted to duly elected delegates from Local 79 who are employees of the City to attend authorized Labour Conferences.

Salary and Payment of Wages While on Leave of Absence for Local 79 Business

17.11 Whenever an employee is on leave of absence on Local 79 business, 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/she may be otherwise entitled.

17.12(b) Whenever an employee is on leave of absence on Union business, the City shall pay the employee's wages and benefits, **involving Local 79 and Local 79 shall, forthwith, remit full reimbursement to the City.** This provision does not apply to employees who are elected or appointed to full-time Union positions under clause 17.10(a) and (b).

Local 79 Negotiating Committee

17.13 The City will **organize** a Negotiating Committee of up to sixteen **members** selected by Local 79. Leave of absence without loss of pay or **seniority** shall be granted to **employees** with accumulated **seniority** and service shall be granted to

members of the Local 79 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**. Requests for paid leave of absence for additional members of the Negotiating Committee shall be considered on a **case by case basis**.

LETTER OF INTENT
PREPAID LEAVE PLAN

The City will ensure that those **people** presently participating in Prepaid 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 Local 79 Unit.

LETTER OF INTENT
EXTENDED LEAVE OF ABSENCE (WITHOUT PAY)

The City will ensure that **the** City policy concerning Leave of Absence (Without Pay), as it may be amended from time to time, is accessible to employees **in** the Local 79 Unit.

LETTER OF INTENT
GRANDPARENTING OF NORTH YORK (FORMER ONA LOCAL 41)
PUBLIC HEALTH NURSES' SPECIAL LEAVE PROGRAM

For the term of this Collective Agreement, North York public health nurses covered by the former **ONA** Local 41 Agreement will continue to have **access** to the North York Public Health Nurses' Special **Leave Program**.

LETTER OF INTENT
PARTICIPATION IN ELECTIONS

Leave of absence for **participation** in elections shall **be** in accordance with City policy as may be **amended** from time to time.

**LETTER OF INTENT
VOLUNTARY LEAVE OF ABSENCE**

The Voluntary Leave of Absence program shall be extended, as amended and attached in Appendix "B", for the duration of this Collective Agreement and its terms **made available to all Local 79 members.**

**LETTER OF INTENT
FLEXIBLE HOURS OF WORK TO ACCOMMODATE CONTINUING EDUCATION**

- a) An employee who **wishes** to continue working full-time hours while pursuing continuing education, **may** be granted flexible working **hours**, staggered hours or a **compressed work** week to accommodate **his/her needs**.
- b) **An employee who wishes to work less** than full-time hours in order to pursue continuing education, may be granted access to the Permanent Part-time Pilot Project.
- c) Accommodation **as** outlined in (a) and (b) above, will not adversely affect the **operational** needs of the Department. All **requests** must be **forwarded** in writing, to the Department **Head** concerned for approval. Approval or reasons for denial of such request shall be provided to the employee in writing.

**LETTER OF INTENT
GRANDPARENTING OF EXTENSION OF ILL DEPENDENT LEAVE
PREVIOUSLY IN EAST YORK ONA LOCAL 5**

For the duration of this Collective Agreement, all **employees** from the former East York **ONA** Local 5 will continue to use up to a maximum of six (6) days annually for ill dependent leave. Such absence shall not be considered as breaking a month's service. Part-time nurses may avail this provision on a pro-rata basis.

**Article 18
TRANSPORTATION**

18.01 **Whenever** an employee is **required** and authorized to use **his/her** automobile **on** business of the City, **the** City **shall** pay to **such** employee **an** allowance of forty-two **cents (42¢)** per kilometre actually travelled in the course of transacting **the** business of the City.

Effective January 1, 2003, whenever an employee is required and authorized to use **his/her** automobile on business of the City, the City shall pay to such **employee** an allowance of **forty-four cents (44¢)** per kilometre actually **travelled** in the course of transacting the business of the City.

Effective January 1, 2004, whenever an employee is required and authorized to use his/her automobile on business of the City, the City shall pay to such employee an allowance of forty-six cents (46¢) per kilometre actually travelled in the course of transacting the business of the City.

18.02 Whenever an employee is required to use the public transportation system in the course of his/her duties, such employee shall be provided with public transit tokens/tickets and/or passes for that purpose.

18.03 Mileage allowance of forty-two (42¢) cents per kilometre shall be paid to an employee authorized to use his/her automobile to travel to a temporary work assignment at a work location outside the City of Toronto boundaries. The allowance is for each kilometre travelled between the location of the temporary work assignment and the City boundary nearest to that location. The City boundaries are defined as Steeles Avenue on the north, Rouge/Little Rouge River and Pickering Town Line on the east and Etobicoke Creek, Eglinton Avenue West and Indian Line on the west.

Effective January 1, 2003 this rate will be increased to forty-four cents (44¢).

Effective January 1, 2004 this rate will be increased to forty-six cents (46¢).

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

LETTER OF INTENT TRANSPORTATION

Where an employee in the past has not been expected to have access to a personal vehicle, and is now, as a result of restructuring, amalgamation of services or harmonization of classifications, required to have access to a personal vehicle to carry out City programs and services such employee will be given at least three (3) months notice of such change.

LETTER OF INTENT TRANSPORTATION ALLOWANCE: - JOINT COMMITTEE

The parties agree to meet not later than 60 days from the date of issuance of the Interim Award dated September 24, 2002 to attempt to develop and implement a mutually satisfactory method of compensation for those employees who are required to use their vehicle for their employment. Mediator/Arbitrator Tim Armstrong, will remain seized of any disputes between the parties arising out of this issue,

LETTER OF INTENT
GRANDPARENTING OF TRANSPORTATION/CAR ALLOWANCE

Notwithstanding Article 18.02, the following transportation/car allowance provisions shall continue to apply until December 30, 2004, to those employees who, as of May 11, 2000 were covered by the predecessor Collective Agreements listed below.

For greater clarity, the parties agree that the grandparenting with respect to car allowance as set out in this Letter of Intent shall cease to operate and apply on December 30th, 2004 regardless of whether the remainder of the Collective Agreement continues to operate by virtue of the statutory freeze provisions.

- (a) Etobicoke Health Unit (CUPE Local 3431) -- those employees who, as at May 11, 2000, were designated to receive car allowance will continue to receive \$363.17 per month car allowance (or may opt to receive forty-two cents (42¢), effective January 1, 2003 forty-four cents (44¢) and effective January 1, 2004 forty-six cents (46¢) per kilometre travelled). Job Share employees who, at May 11, 2000 were designated to receive car allowance will continue to receive \$181.59 per month car allowance.
- (b) Etobicoke Health Unit (ONA Local 29) - those employees who, as at May 11, 2000, were designated to receive car allowance will continue to receive \$253.75 per month car allowance.
- (c) East York Health Unit (CUPE Local 114) - those Public Health Inspectors who, as at May 11, 2000, were qualified to receive transportation allowance shall continue to receive \$265.00 per month transportation allowance. All other employees who, as at May 11, 2000, were qualified to receive transportation allowance will continue to receive \$230.00 per month transportation allowance.
- (d) East York Health Unit (ONA local 5) - those full-time nurses who, as at May 11, 2000 received a car allowance will continue to receive \$230.00 per month car allowance.
- (e) North York Inside Unit (CUPE Local 94) -- those employees who, as at May 11, 2000, were designated to have their automobile available for use and received a car allowance shall continue to receive a car allowance of forty-two (42)¢, and effective January 1, 2003 forty-four cents (44¢), and further effective January 01, 2004 forty-six cents (46¢) per kilometre with a minimum monthly payment of \$44.00.
- (f) North York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) those employees who, as at May 11, 2000, were designated to have their automobile available for use and received a car allowance shall continue to receive a car allowance of forty-two (42¢) and effective January 1, 2003 forty-four cents (44¢), and further effective January 01, 2004 forty-six cents (46¢) per kilometre with a minimum monthly payment of \$44.00.

- (g) North York Dental Unit (CUPE Local 94) – *those* employees who, as at May 11, 2000, were designated to have their automobile available for use and received a car allowance shall continue to receive a car allowance of forty-two (42¢) and effective January 1, 2003 forty-four cents (44¢), and further effective January 01, 2004 forty-six cents (46¢) per kilometre with a minimum monthly payment of \$44.00.
- (h) North York Health Unit (ONA Local 41 (Full-time)) – those employees who, as at May 11, 2000, were authorized to use their automobile on a regular, on-going basis and who received a car allowance will continue to receive \$173.00 per month car allowance together with 13¢ per kilometre.
- (i) Scarborough Nurses Unit (CUPE Local 3752) – those employees who, as at May 11, 2000, were authorized to receive monthly car allowance payments will continue to receive those payments as follows:

<u>Kilometres Driven Per Year</u>	<u>Monthly Allowance</u>
1,600 - 3,199	\$235.94
3,200 - 4,799	\$249.48
4,800 - 6,399	\$263.02
6,400 - 7,999	\$276.57
8,000 - 9,599	\$290.11
9,600 – 11,199	\$303.65
11,200 – 12,799	\$317.19
12,800 – 14,399	\$330.74
14,400 – 15,999	\$344.28
Over 16,000	\$357.82

- (j) Scarborough Inside Unit (CUPE Local 545) – those employees who, as at May 11, 2000, were authorized to receive monthly car allowance payments will continue to receive those payments as follows:

<u>Kilomet</u>	<u>Monthly Allowance</u>
1,600 - 3,199	\$235.94
3,200 - 4,799	\$249.48
4,800 - 6,399	\$263.02
6,400 - 7,999	\$276.57
8,000 - 9,599	\$290.11
9,600 – 11,199	\$303.65
11,200 – 12,799	\$317.19
12,800 – 14,399	\$330.74
14,400 – 15,999	\$344.28
Over 16,000	\$357.82

- (k) Scarborough Inside (formerly non-union employees who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) – those employees who, as at May 11, 2000, were

authorized to receive monthly car allowance payments will continue to receive those payments as follows:

<u>Kilometres Driven Per Year</u>	<u>Monthly Allowance</u>
1,600 - 3,199	\$235.94
3,200 - 4,799	\$249.48
4,800 - 6,399	\$263.02
6,400 - 7,999	\$276.57
8,000 - 9,599	\$290.11
9,600 - 11,199	\$303.65
11,200 - 12,799	\$317.19
12,800 - 14,399	\$330.74
14,400 - 15,999	\$344.28
Over 16,000	\$357.82

- (l) York Health Unit (CUPE Local 840) – those employees who, as at May 11, 2000, travelled more than 5,100 kilometres per year and were reimbursed in accordance with the chart below will continue to receive car allowance in the same manner:

<u>KILOMETRES DRIVEN</u>		<u>1996-97 RATE</u>
BASE		\$3,161.50
UNDER	1000	\$3,205.00
	1000 2000	\$3,290.00
	2000 3000	\$3,375.00
	3000 4000	\$3,465.00
	4000 5000	\$3,550.00
	5000 6000	\$3,635.00
	6000 7000	\$3,720.00
	7000 8000	\$3,805.00
	8000 9000	\$3,895.00
	9000 10000	\$3,980.00
	10000 11000	\$4,065.00
	11000 12000	\$4,150.00
	12000 13000	\$4,235.00
	13000 14000	\$4,325.00
	14000 15000	\$4,410.00
	15000 16000	\$4,495.00
	16000 17000	\$4,580.00
	17000 18000	\$4,665.00
	18000 19000	\$4,755.00
	19000 20000	\$4,840.00
	20000 21000	\$4,925.00

- (m) York Foremen Unit (CUPE Local 103) – those employee who, as at May 11, 2000, could elect to receive car allowance at the rate of 33¢ per kilometre

travelled or at the rate of \$7.50 per day the employee used his/her car shall continue to have the option of receiving a car allowance at the rate of forty-two cents (42¢) and effective January 1, 2003 forty-four cents (44¢), and further effective January 01, 2004 forty-six cents (46¢) per kilometre or electing to take \$7.50 per day that the employee uses his/her car in lieu thereof.

- (n) York Health Unit (ONA Local 59) – those employees who, as at May 11, 2000, were qualified for and received car allowance of \$150.00 each month for the first two hundred (200) kilometres driven and 19¢ for each additional kilometre driven will continue to receive car allowance in the same manner.
- (o) Metro Full-time (Inside Unit CUPE Local 79) – the existing practice with respect to travel allowance for employees working at Keele Valley and Pickering work locations shall continue at the rate set out in clause 18.01.

The parties agree that following May 11, 2000 this Letter of Intent is subject to proofing and validation by Local 79 and the City.

Article 19 TEMPORARY EMPLOYEE BENEFITS

- 19.01 Notwithstanding anything hereinbefore contained all employees in the "Temporary Service" who have completed six (6) months of continuous service or six (6) months of aggregate service with the City shall be entitled to all benefits accorded herein to employees in the "Permanent Service".

Article 20 SENIORITY

- 20.01(a) Subject to clause 20.03 and the following Letter of Intent, a seniority date shall be established for each employee upon successful completion of the probationary period as defined in Article 4, such date to be coincident with the date of commencement of said probationary period. Seniority shall accrue on a calendar year basis to a maximum of twelve (12) months accumulation in any one calendar year.

LETTER OF INTENT
SENIORITY

This **will** confirm the parties agreement to change the method of calculating seniority from the present method to a service-based method for temporary employees who do not work full-time hours on a continuous full-time **basis** as soon **as** reasonably possible following May **11**, 2000, but not greater than twelve (12) months following **such** date.

This will further confirm the parties agreement to change the method of calculating **seniority** from the present method to a service-based method for **all** other **employees** **who** do not work full-time hours on a continuous full-time **basis** as soon **as** reasonably possible following the issuance of the **interim Award** dated September **24**, 2002, but not greater than twelve (12) months following such date.

For this purpose, the parties **agree** that **the** seniority for **each** of the aforementioned employees shall be calculated in accordance with clause 20.01(a) up until the day **on** which the method of calculation is converted to a service-based method. The formula used for the conversion to service-based method shall be two thousand and eighty (2,080) paid hours equals **one (1) year for a forty (40) hour work week classification**; **one thousand eight hundred and twenty (1,820) paid hours equals one (1) year for thirty-five (35) hour work-week classification**. From that day forward, future seniority will be calculated **using** the service-based method and **each** employee's **seniority will be the seniority he/she had as of the change-over day (as converted) plus the service-based seniority he/she acquires after the change-over date**.

Following the **change-over date** clause 20.01(a) shall be amended to read as follows:

20.01(a) Subject to clause **20.03** a **seniority** date **shall** be established for each employee who works full-time hours on a continuous full-time basis **upon** successful completion of the probationary period as defined in Article 4, such date to be coincident with **the date** of commencement of said **probationary period**. Seniority shall accrue on a calendar year basis to a maximum of twelve (12) months accumulation **in any one calendar year**.

Following the **change-over** date add a **new clause 20.01(b)** as follows and renumber the remainder of the article:

20.01(b) Subject to clause 20.03, for all employees who do not **work full-time** hours on a continuous **full-time** basis, seniority shall be established upon successful completion of the probationary period and shall accrue from the date of hire on a service-based method (aggregate hours). Seniority shall be accumulated based on a calculation of two thousand and eighty (2,080) paid **hours** equals one **(1) year** for a forty (40) hour **work-week classification**; one thousand eight hundred and twenty (1,820) paid hours **equals** one (1) year for **thirty-five (35) hour work-week classification**. Seniority shall accrue on the **same basis** as service as set out in Article 28 (Definition of **Service**).

- 20.01(b) Notwithstanding clause 20.01(a), effective May 11, 2000, all **employees** who **were covered** by a predecessor Collective Agreement shall have placed to their credit such seniority as **they** had accumulated in accordance with the terms of **their** predecessor Collective Agreements. Following the **mentioned** effective date, employees shall continue to accrue seniority in accordance **with the terms** of **this** Collective Agreement.
- 20.01(c) Notwithstanding clause 20.01(a), effective May 11, 2000, all employees who were not covered by a **predecessor Collective** Agreement shall have placed to **their credit** seniority in accordance with Section 33(3)(b) or (c) of the Public Sector Labour Relations Transition Act, 1997, S.O. 1997, c. 21, Schedule B which shall **be** calculated from **their first** date of hire with their predecessor employer unless they lost seniority **in** accordance with clause 20.03 in which case it shall be calculated from their subsequent date of hire. following the **mentioned** effective date, **employees** shall continue to accrue seniority in accordance with the terms **of** this Collective Agreement.
- 20.01(d) (i) Immediately following May 11, 2000, the **parties will meet** to calculate the appropriate seniority for all **employees** covered by the Etobicoke CUPE Local 3431, Etobicoke ONA Local 29 and North York ONA Local 41 Collective Agreements. If there is a disagreement between the parties, Local 79 **may** file a grievance at Step 3.
- (ii) Immediately following issuance of this award the parties will **meet** to calculate the appropriate seniority for all **employees** covered by the former Metropolitan Toronto Unit "B", former North York **Local 94** and former York **Local 840**. **The parties** agree that the calculation of seniority for the former Metropolitan Toronto Unit "B" will **take** place only for those employees who moved from Unit "B" to the full-time Unit **between** January 1, 1998 and May 1 **1** 2000.
- 20.01(e) As soon as possible **following the** issuance **of** the Interim Award dated September 24, 2002 the City shall establish for each employee his/her seniority and shall notify each employee in writing of such.

LETTER OF INTENT
ORIT) GAL

In the event either party identifies a group of employees not covered under 20.01 (b), (c) or (d) above, the parties will meet to discuss the issue.

20.02 Seniority and **service** acquired in any Local 79 City of Toronto Collective Agreement will be **recognized** in **this** Collective Agreement.

20.03 **An employee** shall lose all seniority and **service** if:

- (i) **he/she** voluntarily **terminates** his/her employment subject to the right to rescind in 20.04;
- (ii) **he/she** is discharged for reasonable cause;
- (iii) **he/she** is **absent without notice** or without providing a satisfactory reason to the City in excess of seven (7) calendar days from the commencement of absence;
- (iv) **he/she** fails to report for **work within** ten (10) working days from the date **he/she** is recalled to work under Article 35.
- (v) **he/she** is not recalled to work within twenty-four (24) months of the date of his/her **layoff** from **work pursuant to clause 35.01(b)**.

20.04 An employee who resigns shall have the **right** to rescind his/her resignation, **provided** that **he/she** notifies his/her immediate **supervisor** in writing, **with** a copy to the Department **Head** concerned, within five (5) **working days** of the date on which **he/she** tenders his/her **resignation**.

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

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

20.05 The City shall maintain a seniority list of all employees coming within **Local 79**. An up-to-date copy of such list shall be **forwarded electronically** to Local 79 on a quarterly basis.

20.06(a) **An employee** covered by the part-time Homes for the Aged Collective Agreement, the **part-time Unit B Collective** Agreement or the Recreation Workers (Part-time) **Collective** Agreement, as the case may be, who is appointed or promoted to a temporary or permanent position covered by this Collective Agreement, shall carry **with him/her such** accrued seniority and service as was calculated, defined and prescribed in **the** Collective Agreement covering the part-time Homes for the Aged Collective Agreement, the part-time Unit B Collective Agreement or the Recreation Workers (Part-time) **Collective Agreement**, as **the** case may be.

20.06(b) The treatment of **such** seniority (conversion of seniority hours to a seniority date) shall be as **set out in the relevant** clauses of the three above-mentioned Collective Agreements (part-time Homes for the Aged – **clause**

17.05; part-time Unit B – clause 13.02 and Recreation Workers (Part-time) – clause 30.01(b)).

20.07 Effective May 11, 2000 in the event that an employee previously not a member of Local 79 is employed in a position within the Local 79 bargaining unit the City shall not recognize **any** seniority **acquired** by the employee while performing duties **outside** Local 79. The employee shall start to accrue seniority **upon** the commencement of their employment **in** a position within the Local 79 unit.

**Article 21
EMPLOYMENT SECURITY AND RE-DEPLOYMENT**

21.01 It is the policy of the City to place in other positions any permanent employees **who** may be displaced by **reason of:**

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

21.02(a) The City will provide Local 79 with at least thirty (30) calendar days written notice prior to proposing to delete any position or **job** classification in the bargaining unit where there is a permanent incumbent.

Said notice shall **contain** an invitation from the Director, Employee and Labour Relations, to meet **within ten (10) calendar days** for **the purpose of discussing** the proposed deletion. Information pertinent to the proposed deletion shall **be** made available to Local 79.

Local 79 and the City shall establish a **joint committee** to review **all** operations and **services** for the purpose of contracting in **wherever** feasible.

21.02(b) The provisions of Article 23 (Notice of Contracting Out), Letter of Intent – Joint Re-Deployment Programs and the Letter of Intent – Contracting Out all continue to apply to **the** permanent employees dealt with under this Article.

21.03 A permanent employee displaced by **reason(s)** set out in clause 21.01 shall, **after consultation** with Local 79, be placed in **any** vacant permanent position, which **he/she** can perform. In the event that there are two (2) **or more employees who can perform the work**, the employee with the most seniority shall be placed in the **position** and **the** other employees will continue to be dealt with in accordance with this Article. The job posting **provisions of Article 15 (Promotions and Appointments)** do not apply to this placement.

- 21.04(a) Where subject to clause 21.03 **the** City identifies a position into **which** a displaced permanent employee may be permanently placed, the City shall provide the training, at **its** expense, that it **considers** necessary to **enable** the **displaced** employee to perform the duties of the **position**.
- 21.04(b) **Where** a **permanent** employee is **displaced** in accordance with **clause** 21.01 and subject to clause **21.03** 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-five (35) month period immediately following the effective date of their re-assignment. Following the **expiry** of the **thirty-five (35)** 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-five (35) month period.
- 21.04(c) For those employees reassigned pursuant to clause 21.04(b) who are within five (5) years of their mandatory retirement age, the thirty-five (35) month period shall be amended to **read** "up to **forty-eight (48)** months".
- 21.05 In those cases where an increment structure would apply, no further increments applicable to an employee's former position shall be granted **following** his/her re-assignment pursuant to clause 21.04(b) above.
- 21.06 In the event that the affected **employee** is not placed in another permanent position, **such** employee, in conjunction with Local 79, **may** request discussions **with the** City regarding exit incentives or early retirement.
- 21.07 Where a permanent employee is displaced in accordance with Article 21, the obligation under this Article **shall** apply only until such time as the employee may be **laid off** pursuant to Article 35.
- 21.08 Following **the** application of **the** provisions of this Article, if the City has not **been** able to place **the** permanent employee in accordance **with its** policy, **the** employee may then **be** subject to layoff pursuant to Article 35 and the Letter of Intent headed "Placement of **Laid-Off Employees**".

LETTER OF INTENT CONTRACTING OUT

Should the City contract out or privatize any bargaining unit work no permanent employee with ten (10) years of seniority shall lose his/her **employment** as a result of contracting out or privatization.

LETTER OF INTENT
JOINT DEPI PROGRAMS

1. **The purpose** of the Joint Re-deployment Committee is to **develop** and implement a program **that** will facilitate the placement **of** those **permanent** employees who are displaced by reason of:
 - (i) The **deletion** or elimination of **their** position;
 - (ii) Technological **change**; or
 - (iii) **Contracting out**.
2. It is understood **than** any placement **made** pursuant to **this** program **will be** made in accordance with Clause **21.03**.
3. **Principles**
Principles that guide this process are: early involvement and on-going communication between the **parties** and the development of a joint redeployment program to be implemented across all departments in the City.
4. **Timelines**
The City will adhere to the **timelines** as set out in this **Collective Agreement**.
5. The City will communicate at the earliest **possible** time **with respect** to circumstances that may result **in** the displacement of permanent employees by reason of the **deletion** or **elimination** of their position, technological change or **contracting out**. Such circumstances may include restructuring **initiatives within the departments**.
6. **Information Requirements**
The following information will be made available to the Joint Re-deployment Committee:
 - (i) List of names, **seniority** dates and division/**section** of displaced **employee(s)**;
 - (ii) Explanation **for the** displacement of **the affected employee(s)**;
 - (iii) List of **vacant** permanent positions; and
 - (iv) List of vacant temporary positions.
7. Information pertinent to the proposed displacement of permanent employees **shall be made available to Local 79 if available. This may include, but would not be limited to:**
 - (i) Council directives regarding budget reductions and associated financial information (**excluding** In-camera sessions);
 - (ii) Revised organization structures resulting in **the deletion** of positions, and/or;

(iii) The introduction of new systems resulting in **revised work processes/** methods.

8. In addition, the Committee shall be provided with the following information, if available:

- (i) Current positions, **complement/establishment** number and number of Incumbents, permanent and temporary;
- (ii) An explanation of who will do the work of any positions that are being **deleted**;
- (iii) An analysis of any new **positions** which may be **created**, including draft **job** descriptions, proposed wage rates, and required qualifications;
- (iv) An early identification of any new skills **necessary** in the **Department/Division/Section**, including those required for the new positions;
- (v) The identification of any upgrading, **training** or education that current employees may **require**;
- (vi) List of temporary positions;
- (vii) List of **all employees** in Alternate Rate **assignments** and the **length** of such assignments in the Division;
- (viii) **Local 79** reserves the right to present in writing to the Committee suggested changes to any redeployment proposals by the City, including recommendations concerning appropriate **training**.

9. **Workforce Transition Program**

Where permanent employees are displaced by reason of position deletion, technological change or contracting out, the City will meet with Local 79 to discuss the **options** available prior to offering the Voluntary **Separation/Early Retirement** Program and the **City will consider any** requests for voluntary exit or early **retirement**.

10. **Matching**

For **each** permanent employee displaced by the deletion of his/her position, technological change or contracting out, the Joint Committee will **enter** a phase of matching employees to positions. The City shall **bring to the** Committee a list of potential matches and, if necessary, proposed training requirements. Using the information available to it, including the **employee(s)**' current **job** description and their skill sets, the committee **will**:

- (i) Identify new positions being created;
- (ii) Identify other available positions in the City:

- (iii) Identify training, education and skills upgrading which the City can offer to the affected employee(s) so that they can be placed in the new positions:
and
- (iv) Identify possible career paths that include the use of **leaves** of absence and tuition reimbursement for employees to take **advantage** of *these* opportunities.

11. Through joint discussions, the committee will match displaced employees to any existing or new positions in his/her Department/Division/Section or to other permanent positions elsewhere in the City.

During the re-deployment period, the onus shall be on the City to show that it has **made all** reasonable efforts, in good faith, to find a permanent position for the **displaced** employee. The City must share all relevant documentation with the Union and hold meetings, as reasonably requested by the Union, to elaborate on the efforts that it is making and to respond to reasonable proposals from the Union as to additional or alternative **possibilities for placement**.

12. It is understood that the "receiving" department will assess the displaced employee(s)' qualifications **for the position**. Any such review shall be consistent with the City's policy to place in other positions permanent employee(s) who are displaced by reason of the **deletion** or elimination of their position, **technological** change or contracting out.

13. **An employee who has** been displaced may refuse a proposed permanent placement when a valid reason is presented to the committee.

14. Rematching

Within three months of the matching and placement of an employee in a permanent position, **either** the employee or **the employer** may conclude that the match/placement is not appropriate and may request a re-matching.

If this occurs, the parties will meet in the Joint Redeployment Committee and **recommence** the matching process for a period of three (3) months. If the City elects, as it is entitled to do, to leave the employee in the mismatched position during the period of up to three (3) months while a search is conducted for another permanent position, **the** obligation shall be on the City to ensure that the employee is accommodated **and** treated **fairly** in the permanent position until the rematching process is completed.

If, on the other hand, the City elects to place **the** mismatched employee in a temporary position during the rematching search, the "clock" for **the** purposes of wage protection shall **stop** running while the employee is in the temporary position. That is to say that the time spent in the temporary placement shall not count toward the 35 months of salary protection.

15. **Employees will not be subject to Article 35 (Layoff and Recall)** until the City has determined conclusively that it has exhausted every good faith effort to place the employee in a permanent or temporary position.

16. Amendments to the Program

If at any time during the life of this Redeployment Program, the parties find it necessary to amend this program in order to address any unanticipated matters that may arise, the parties agree to meet to discuss any such matter(s) and provided there is mutual agreement, effect any such amendment(s) that may be appropriate.

17. Dispute Resolution

Any disputes arising out of the redeployment process may be brought to the Director of Employee and Labour Relations by **Local 79**.

LETTER OF INTENT
DISPLACED PERMANENT EMPLOYEES PLACED IN TEMPORARY POSITIONS

Clause 21.03 shall apply when a displaced permanent employee is placed in a temporary position. In the event that a displaced permanent employee is placed in a temporary position he/she shall retain his/her permanent status. Any displaced permanent employee placed in a temporary position shall continue to receive the wage rate of his/her former permanent position until he/she is placed in a permanent position. At such time the employee shall be subject to the provisions of clause 21.04(b).

Article 22
WORKPLACE SAFETY AND INSURANCE BENEFITS

22.01 Where in an action or by settlement of a claim arising out of an accident to an employee of the City coming within the 79 Unit, the City recovers from a third party 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 by the City in accordance with the requirements of the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.

22.02 Where an employee who is injured in circumstances in which he/she may be entitled to compensation under the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended, elects to claim against a third person, he/she shall, as a condition of receiving Sick Pay, Short Term Wage Protection Benefits, Salary Continuance Benefits, Income 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 upon such claim, the amount of money equivalent to the value of such Sick Pay, Short Term Wage Protection Benefits, Salary Continuance Benefits, Income Protection Benefits, Short Term Disability Benefits and Workplace Safety and Insurance Board Benefits as the case may be, and upon his/her having made such reimbursement, his/her accumulated Sick Pay, Short Term

Wage Protection Plan, Salary Continuance Plan, Income Protection Plan or Short Term Disability Plan as the case may be shall be restored accordingly.

- 22.03(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, 1997, S.O. 1997, as amended, shall, provided he/she has **qualified** for Sick **Pay**, or Short **Term** Wage Protection Benefits, or Salary Continuance Benefits, or **Income Protection Benefits** or Short Term Disability Benefits in accordance with Article 11 (Sick **Pay**), be paid an amount equal to his/her 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**.
- 22.03(b) If the employee's claim **is** denied and the employee has **otherwise qualified** for Sick **Pay**, Short Term Wage Protection Benefits, Salary Continuance Benefits, Income 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 1 **|(Sick Pay)**.
- 22.03(c) **The full net pay of an employee** shall be as determined by the City by **deducting** from the **employee's** gross earnings the probable Income Tax, Canada Pension Plan premiums, and Employment Insurance premiums.
- 22.04 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, 1997, S.O. 1997, as amended, **the employee** shall continue to receive the full net **pay** amount as **defined** in **clause 22.03(c)**. **Such** full net pay shall include benefit payments approved **by the Workplace Safety and Insurance Board**. **Such** full net pay shall include the full loss of earnings benefit **payments in accordance with Section 43 of the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended**, as approved by the Workplace Safety and Insurance Board.
- 22.05 **If the employee is** unable to return to work after a claim **is** approved, he/she 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, Salary Continuance Benefits, Income Protection Benefits or Short Term Disability Benefits, in accordance with Article 11 (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 22.03(a) and 22.05 (Note: This will leave a net balance approximately equal to an employee's normal take home pay.)

- 22.06 **Employees who** have not qualified for Sick Pay, Short Term Wage Protection Benefits, Short Term Disability Benefits, Salary Continuance Benefits or Income Protection Benefits, in accordance with Article 11 (Sick Pay) shall, if their Workplace Safety and Insurance Board claim is approved, receive their benefit payments from the Workplace Safety and Insurance Board.
- 22.07 An employee in receipt of a loss of earnings benefit in accordance with Section 43 of the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended, who is not on layoff shall be considered to be an employee on the active payroll and;
- 22.07(a) Continues to accrue seniority, service, vacation and sick pay credits, and
- 22.07(b) Continues to be entitled to benefit coverage which shall be maintained by the City in the same manner as though the employee were at work, and
- 22.07(c) The foregoing shall have no effect on any permanent partial disability pension, which an employee may be receiving.
- 22.08(a) Where the claim is not approved or where an employee receives monies in excess of his/her 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.
- 22.08(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 Wanes Act, R.S.O. 1990 as amended, unless the parties agree otherwise

If so requested the City shall meet with the employee so that the employee may provide his/her input regarding an appropriate schedule of recovery. The employee may be accompanied by either his/her Steward or other Union Representative at such meeting should he/she so request.

- 22.09 An employee, who sustains a compensable injury and, as a result, must leave work before the end of his/her shift, on the day the Injury occurred, shall be paid to the end of the shift.
- 22.10 The Short Term Wage Protection Benefit Plan, the Salary Continuance Plan, the Income Protection Plan and the Short Term Disability Benefit Plans referred to in this Article are In reference to existing sick pay plans for the former City of Etobicoke, Borough of East York, Borough of East York Board of Health, City of York Board of Health, City of Scarborough and City of York employees as set out In Schedule 2 of this agreement.
- 22.1 ■ Leave of absence, with pay, shall be granted to two (2) full-time Workers' Compensation/Rehabilitation Representatives whose responsibilities will include worker's compensation and rehabilitation. The cost of such leave shall be shared equally by the parties.

LETTER OF INTENT TECHNOLOGICAL CHANGE

Local 79 and the City agree to meet during the term of the Collective Agreement to discuss Local 79's role with respect to the introduction of technological change that impacts on the manner in which employees perform their work. Priority items to be discussed and explored will include but not be limited to the following list:

- (i) definition of technological change;
- (ii) short-term and long-term planning for technological changes;
- (iii) notification to Local 79 of potential and proposed technological change;
- (iv) provision of information relating to the nature of technological change, date of proposed technological change and approximate number, classification and location of employees affected;
- (v) equitable access to training and education with respect to technological changes; and,
- (vi) access to a peer mentoring and assistance program with "specialists" available as needed to cope with the introduction and/or changes in technology.

Article 23 NOTICE OF CONTRACTING OUT

- 23.01 Prior to contracting out any work now performed by employees, the City shall, where practicable, provide eighty (80) calendar days written notice to Local 79 and, where Council approval is being sought, provide said notice

prior to **the** department **concerned** forwarding its final recommendations **regarding** the contracting **out** to the appropriate Committee of Council. Such notice shall be for **the** purpose of allowing Local 79 to make any representations it **wishes** to the Department Involved and the appropriate Committee of Council. Any representations shall **be** made promptly **and** in any event within eighty (80) days of the giving of such notice. The **written notice** pursuant to **the** above shall contain an invitation from **the** Department involved to **meet** within ten (10) working days for the purpose of discussing the proposed contracting out. In addition, the Department shall upon the request of Local 79 **provide cost information, the reasons that have led to the decision to recommend** the contracting out of the work and any other pertinent Departmental information with respect to the proposed contracting out to Local 79 .

Article 24 NO STRIKE OR LOCKOUT

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

Article 25 PROTECTIVE CLOTHING

- 25.01 Safety equipment **and** safety attire shall 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, such safety equipment, safety clothing or working attire 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.
- 25.02 **Each employee of** the City coming within the 79 Unit who is **engaged** in work, the nature of which **requires** the use of safety boots or **shoes,** shall **be** supplied with safety boots or shoes, which shall be replaced as required.
- 25.03 Parkas and winter safety boots will be supplied and replaced as required, at **the** discretion of **the** Department **Head,** for certain employees engaged in manual, maintenance, technical, investigational and **inspectional** work **whose duties** require **them** to be out-of-doors for the majority of their working hours during the winter months.

Protective Clothing, Equipment and Wearing Apparel **tt**

- 25.04 **The City** and Local 79 agree to establish a special Protective Clothing, Equipment and Wearing Apparel Committee within thirty (30) calendar days of the ratification of the Collective Agreement for the purpose of jointly developing a new protective clothing, wearing apparel and required equipment policy. The Committee shall consist of six (6) members, three **appointed by each** party. Local 79 members of the Committee will receive their regular **rate** of pay for time spent in Committee meetings during their regular working hours.
- 25.05 The Committee shall have the following responsibilities:
- (a) identification of all protective clothing, **wearing** apparel and required equipment **policies** applying to employees prior to and following amalgamation; and,
 - (b) the development of guidelines for a new protective clothing, required equipment and wearing apparel **policy** for **recommendation** to the City within ninety (90) calendar days of the first meeting of the Committee.
- 25.06 The City will prepare a **draft** of the new protective clothing, required equipment **and** wearing apparel policy, taking into consideration the **guidelines** from the Committee (if received) and review it with the Committee prior to it being finalized by the City. At any **point** in the **process**, either party may ask for **the assistance** of a mediator.
- 25.07 **The** current policies and Collective Agreement **provisions** with respect to protective clothing, wearing apparel and required equipment **will** continue to apply until the new City policy is implemented.

Article 26
LEGAL EXPENSES

- 26.01 Where an employee is charged with an offence under the Criminal Code, R.S.C. 1985, as amended, the Highway Traffic Act, R.S.O. 1990, as amended or other **Statute(s)** or is charged or **has** a complaint laid **against** him/**her** which may result in discipline by his/**her** professional regulating organization arising out of an act done in the **performance** of his/**her** duties:
- (i) The employee shall, in the first instance, be responsible for his/**her own** defence including the retaining of **legal counsel** or a **paralegal**.
 - (ii) **If the** employes is acquitted and his/**her** 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.

- (iii) Where an employee is acquitted and his/her legal costs exceed twenty-five thousand dollars (\$25,000), the account shall be referred to the Administration Committee and the City Council for their consideration.

NOTE: The term "acquitted" shall be taken to be the same as a dismissal of the charge(s) or complaint(s) **and** may, in appropriate circumstances, include the withdrawal of the relevant charge(s) or complaint(s).

26.02 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/her capacity as an employee of the City, the City may pay damages or costs **awarded** against such employee or legal expenses incurred by him/her as may be determined by City Council as provided for by Section 279 of the Municipal Act, 2001, S.O. 2001, 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.

26.03 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/her **regular** rate of pay for the time lost from his/her **regular** working schedule as a result of being required to **attend** court or appear before their professional regulating organization.

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

26.05 The City agrees to produce a **standard** letter **for the** use of employees charged **with an** offence for an act(s) **done** while performing their 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 they 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/her request**.

**Article 27
PLURAL**

27.01 Wherever the singular is used in this Agreement, it shall be considered as if the plural **had been** used wherever the context so requires.

**Article 28
DEFINITION OF SERVICE**

28.01 Unless **otherwise specified**, whenever the term "service" is used within this Collective Agreement, It shall be defined **as all time paid with** the City.

28.02(a) Notwithstanding the foregoing sub-clause, effective May 11, 2000, **all** employees who were covered by a predecessor Collective Agreement shall have **placed** to their credit 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.

28.02(b) Notwithstanding clause 28.01 and subject to clause 28.03 herein, effective May 11, 2000, **all employees** who **were** not **covered by a predecessor** Collective Agreement shall have placed to their credit service which shall **be deemed to** be synonymous with seniority as calculated in accordance with Section 33(3)(b) or (c) of the Public Sector Labour Relations Transition Act, 1997, S.O. 1997, c.21, Schedule B which **shall** be calculated from the first date of hire with their predecessor employer unless they lost service In accordance with clause 28.03 in which case it shall **be** calculated from their subsequent date of hire. Following the aforementioned effective date, employees shall continue to accrue service **in** accordance with ~~the~~ terms of this Collective Agreement.

28.02(c) Immediately following May 11, 2000, the parties will meet to establish the appropriate service for all **employees** covered **by Etobicoke CUPE Local 3431, Etobicoke ONA Local 29, and North York ONA Local 41** Collective Agreements. If there is a **disagreement between the parties**, Local 79 may file a grievance at **Step 3**.

28.03 **Service** shall not include periods when an **employee is on:**

- (i) suspension, without pay, of more than ten **(11)** working days;
- (ii) leave of absence **without** pay due to illness or injury in excess of **twenty-six (26)** consecutive **bi-weekly** pay **periods** for the purpose of Article 10 (Vacations) clauses 10.01(d)(i) and 10.01(d)(ii), and Article 12 (Extended Health Care/Dental/Group Life and Long Term Disability Insurance) **clause 12.01(c)**;

- (iii) approved leave of absence without pay, except as otherwise provided in this agreement;
- (iv) any unauthorized leave of absence; and,
- (v) any period of layoff.

28.04 Immediately following the ratification of this Collective Agreement, the City shall establish for each employee his/her service and shall notify each employee in writing of such. A complaint concerning the accuracy of an employee's service shall be considered if submitted within sixty (60) working days of the employee's receipt of the notice of service.

Article 29 ACQUAINTING NEW EMPLOYEES

29.01(a) New employees shall be advised of the name of the employee's steward and/or Local 79 representative(s) and provided with an introduction within the first thirty (30) days of employment.

29.01(b) The steward or a Local 79 Representative, as the case may be, shall be allowed fifteen (15) minutes to meet with the new employee at a time mutually acceptable to the steward or Local 79 Representative, as the case may be and the employee's immediate supervisor.

29.01(c) Where the Employer holds a formal orientation session for a group of new employees, the President of Local 79 or his/her designate shall be invited to participate in the orientation session. Where the President's designate attends such orientation session, time spent at the session shall be without loss of pay or benefits.

Article 30 EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE

30.01 Each employee shall have access to his/her departmental file for the purpose of reviewing all evaluations and/or disciplinary notations pertaining to his/her work record with the City.

Article 31 CHANGE OF ADDRESS

31.01 Every employee shall notify the City of any changes in address or telephone number within two (2) weeks of the change.

**Article 32
DESIGNATES**

32.01 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/her designate".

**Article 33
TERM OF AGREEMENT AND NOTICE TO BARGAIN**

33.01 This agreement shall remain in force from the 1st day of January, 2002 until and including the 31st day of December, 2004 and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement.

**Article 34
PRINTING OF THE COLLECTIVE AGREEMENT**

34.01 **Provided the** parties execute the Collective Agreement within ~~sixty~~ (60) days of the ratification of the Memorandum of Agreement, the parties shall share on a 50/50 basis the cost of printing and distributing of such Collective Agreements to ~~the~~ appropriate bargaining unit and management staff. The sixty (60) day time period may be extended by mutual agreement.

**Article 35
LAYOFF AND RECALL**

35.01(a) Subject to clauses 4.01, 4.02, 20.01(a) and 20.03, in the event of a staff reduction, employees shall be laid off in the following order:

- (i) Temporary employees In reverse order of their seniority within the position classification within the Department involved shall be affected first.
- (ii) Permanent employees in reverse order of their seniority within the position classification within the Department involved.

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

35.01(c) A permanent employee who is to be laid off shall, after consultation with Local 79, be placed in any vacant permanent position which he/she can perform. In the event that there are two (2) or more employees who can perform the work, the employee with the most seniority shall be placed in the position. The job posting provisions of the Collective Agreement do not apply to this placement.

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

35.01(d) Where subject to clause 35.01(c) the City identifies a position into which a permanent employee may be permanently placed, the City shall provide the training, at its expense, that it considers necessary to enable such employee to perform the duties of the position.

35.01(e) Prior to actually laying off any permanent employee(s), the Director of Employee and Labour Relations shall provide written notice to Local 79 at least thirty (30) working days prior to the impending layoff(s) and shall, if so requested, meet with Local 79 within ten (10) calendar days of such request to discuss such layoff(s).

35.02(a) During the period in which a person is on layoff, such person shall not be entitled to the benefits provided under this Agreement, other than the right of recall within the time provided in clause 35.01(b), the right to be considered for a permanent position as provided in clause 35.01(c), and the right to proceed in a Job Call as provided in clause 35.02(b).

35.02(b) Subject to clause 35.02(a), an employee who makes application for a job call pursuant to Article 15 either prior to being laid off or after he/she has been laid off shall proceed in such job call in accordance with Article 15.

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 clause 35.01(b).

35.03 An employee who has been laid off for less than twenty-four (24) months and who has not acquired a seniority date may be given preference for re-employment over new hires provided that the employee has the necessary qualifications to perform the work. During the period in which a person is on layoff, such person shall not be entitled to the benefits provided under this Agreement.

**LETTER OF INTENT
PLACEMENT OF LAID-OFF EMPLOYEES**

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

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

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

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

The permanent employee who displaces the junior employee and, as a result, is placed in a position for which a lower wage rate is applicable, will continue to receive the rate he/she was receiving prior to displacing the employee for the thirty-five (35) month period immediately following the date he/she was placed in the lower rated classification. If the permanent employee is within five (5) years of his/her mandatory retirement age, the thirty-five (35) month period shall be amended to read "up to forty-eight (48) months". Following the expiry of the applicable period, the employee will then receive the actual rate of his/her new position. The change in rate will be effective the first of the pay period following the expiry of the period of rate protection. In those cases where an increment structure would apply, no further increments applicable to the permanent employee's former position shall be granted following his/her reassignment.

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

In the event that an employee is laid off under this Letter of Intent, said lay-off will be in accordance with the lay-off and recall provisions set out in Article 35 (Layoff and Recall).

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

Prior to any grievance being filed, should any concerns or disputes arise out of the operations of this Letter of Intent, the Director of Employee and Labour Relations shall meet with the **representatives** of Local 79 within ten (10) calendar days of the receipt of the **concerns** or disputes.

Article 36 HEALTH AND SAFETY

36.01 It is the responsibility of the City to provide a safe and healthy environment in which to work. Most health hazards and personal injuries in the workplace are preventable. The prevention of such incidents requires the continuation of a co-ordinated health and safety program, consistent with the past practice and the applicable safety legislation of **the** Province of Ontario,

The **objective** of the program shall be to implement appropriate preventative and remedial measures in order to **reduce** or **eliminate** health hazards and personal injuries **in** the workplace, and to provide safe and healthful working conditions for all employees. This **can** be accomplished through the continuing promotion of accident prevention and safe working habits by management, employees and joint health and safety committees.

36.02 **Leave of absence, with** pay, shall be granted to two (2) full-time Local 79 Health and Safety representatives whose responsibilities will include the co-ordination of The Health and Safety **Committee**, hazard analysis and the training of members.

36.03 An employee **who** is pregnant **and works** with a video display terminal for a majority of her daily working hours, shall, provided her physician so recommends, **be** temporarily re-assigned to other duties **without** loss of pay or benefits until **the** commencement of her **pregnancy leave**.

36.04 Where upon written advice by her physician it is **determined** that a pregnant employee's health **and/or** pregnancy may be jeopardized **if she** were to continue to perform the full **duties** of her regular position, the City shall, where possible, **either temporarily** modify the duties of her current position in a manner that **would** allow her to safely perform the work or assign her to such alternate work for which she is qualified, with no loss of pay, provided that such work is available within her Division or Department as the case may **be**.

- 36.05 **Local 79** agrees to participate in the **Central** Occupational Health and Safety Co-ordinating **Committee** as set out in **Report** No. 2 of the Administrative Committee as **adopted** by the Council of the City of Toronto at its meetings **held** on July 27, 28, 29 and 30, 1999 and **as may be amended by the City** from time to time.

LETTER OF INTENT HEALTH AND SAFETY

The City and Local **79** shall jointly **develop** and implement a process to conduct a Job Task/Hazard Analysis Program to:

- a) **identify the hazards involved with work** for those **job** classifications covered by the Collective Agreement; and
- b) **develop** prevention programs, which address the areas of conditions of work, personal safety, training and supervision with respect to the identified hazards.

LETTER OF INTENT HEALTH AND SAFETY POLICIES

All departmental policies will be **forwarded** as developed and implemented to the Central Occupational Health and **Safety Co-ordinating** Committee.

Where departmental **Health** and Safety policies conflict with Corporate Health and Safety policies, the Union and the City agree that **the** Corporate Health and Safety policies will prevail.

All Departments within the City shall comply with the Corporate Health and Safety policies that are **endorsed** by the Central Occupational Health and Safety Co-ordinating Committee and approved by the Executive **Management Team**.

Article 37 EMPLOYMENT EQUITY

- 37.01 The City and Local 79 acknowledge **that employees should be provided with fair and equitable access** to employment opportunities and in this regard the parties agree that **they shall continue** to discuss employment equity issues. Priority items shall include, **but** not be limited to:

- (a) City-wide promotion system;
- (b) Increasing the range of opportunities for permanent Jobs;

- (c) Ensuring access to employment opportunities for all employees of the City;
- (d) Promotion as opposed to alternate rate;
- (e) Improving training and development opportunities for all employees;
- (9) Career planning;
- (g) Recognizing equivalents to academic **credentials; and**
- (h) Career-related **leaves and** educational opportunities.

Article 38

EDUCATION, TRAINING AND UPGRADING PROGRAMS

38.01

The City and Local 79 recognize that it is in the interest of both parties to provide employees of the City with training and related career development opportunities.

In this regard, representatives from the City and Local 79 shall meet to discuss and make recommendations that will lead to the development and implementation of various training and career development programs/initiatives and assistive/supportive programs including but not limited to the following:

- a) educational workshops including the Collective Agreements, health and safety, pensions, harassment, discrimination, human rights, conflict resolution, problem solving and others;
- b) training to limit potential injuries in the workplace, including stress management;
- c) **the** identification of current and future training needs and career development options;
- d) job **rotation**, secondment and **cross training**;
- e) centralized and **decentralized** career development centres;
- f) introduction of audio/visual presentations by special programs, speakers and others;
- g) peer mentoring **programs**;
- h) **access** to bursaries, grants and scholarships to enhance career-pathing; and,
- i) arrangements regarding leaves of absence and variable/alternative hours of work to accommodate career-pathing and/or **self improvement**.

Article 39
LABOUR-MANAGEMENT COMMITTEE

39.01 A Labour-Management Committee shall be established to **discuss** topics of **general and/or specific** interest to the parties. The Committee shall be **comprised** of not more than **three (3)** representatives **from** both the City and Local 79. Its purpose will be to **provide** an outlet for the **exchange** of ideas between the City and Local 79 and it shall, from time to time, as it sees fit, make recommendations **which will** make for a **greater degree of co-operation and understanding** between the parties concerned.

The Committee **may**, upon agreement, establish sub-committees for **the** purpose of examining **and** reporting back to the Labour-Management Committee **in respect** of **such** matters as the Labour-Management Committee may so direct.

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** upon notification **by** either party, but in any event, the Committee shall meet at least once every three (3) months.

LETTER OF INTENT
LABOUR MANAGEMENT SUB-COMMITTEES

The parties agree that from time to time the establishment of sub-committee(s) may **be necessary**. To **this** effect **the** parties agree to establish sub-committees in Parks and Recreation, Public Health, Hostels **and** Culture. The parties **further** agree that the establishment of sub-committees is not limited to these **departments/divisions**.

Where it **is** determined by the committee that a sub-committee be established, each party shall select committee representatives to jointly develop and implement appropriate terms of reference for the functioning of the sub-committee.

Any disagreements **on** the establishment of **the terms** of reference that cannot be resolved by the appointed representatives shall be referred to the Labour Management Committee for **discussion** and resolution,

Article 40
PAY EQUITY

40.01 In recognition of its commitment to **achieving pay equity** the City of Toronto has a number of existing pay **equity** plans: and

In recognition of the parties' mutual commitment to the ongoing process of pay equity and to the principle of equal pay for work of equal or comparable value;

The parties agree as follows:

- (i) The parties agreed to abide by the provisions of **the Pay Equity Act, R.S.O. 1990, as amended;** and,
- (ii) Following completion of the current Collective Agreement negotiations **the parties agree** to meet with a **view** to **the** development of an appropriate process for achieving and maintaining the **objectives of the Pay Equity Act, R.S.O. 1990, as amended.**

LETTER OF INTENT SPECIAL/PAY EQUITY RESERVE FUND

The parties acknowledge the need to develop a comprehensive pay equity plan pursuant to the Pay Equity Act, R.S.O. 1990, as amended.

The City shall maintain the pay equity reserve fund established under the predecessor Collective Agreement for the **purpose of providing** for pay equity adjustments for employees in the Local **79 bargaining** units,

Any amount left in the fund after providing for these adjustments will be **returned** to the **city**.

Article 41 PRESERVATION OF CITY PROGRAMS

- 41.01 **The parties agree** to establish a joint Local 79-City committee to explore the **feasibility** of returning work to the bargaining **unit** which has presently been contracted out **and/or was previously done by members of** the bargaining unit or **could be done by** members of the bargaining unit.

Article 42 LETTERS OF INTENT

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

**LETTER OF INTENT
PROGRAM**

This will confirm our understanding with respect to the development of a modified work program (M.W.P.) for employees of the City,

A M.W.P. Design Committee will be established as soon as reasonably possible following Issuance of the Interim Award dated September 24, 2002.

The Committee will consist of two (2) members appointed by each of the City and Local 79. 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 take into consideration the Memorandum Item Only titled "Modified Work Program" in developing its recommendations for a new M.W.P.. Such recommendations shall be provided to the City within 120 days of the first meeting of the Committee. At any point in the joint process, either party may ask for the assistance of a mediator.

**LETTER OF INTENT
SPECIAL AMALGAMATION AND RESTRUCTURING COMMITTEE**

Both Local 79 and the City agree that some employees' existing personal or family arrangements for attending at work may be adversely affected by amalgamation or restructuring. For this reason, the parties agree to establish a special Amalgamation and Restructuring Impact Committee within sixty (60) days of Issuance of the Interim Award dated September 24, 2002 for the purpose of assisting employees.

If, as a direct result of either the amalgamation or restructuring, changes are made, such as but not limited to 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 City and, where necessary, to Local 79 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 may consult directly with the employee affected where it feels it is necessary to do so.

The Committee will consist of six (6) members appointed in equal numbers by Local 79 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 JOINT CITY-LOCAL 79 COMMITTEES

The parties agree that a positive working environment is beneficial for both employees and the City.

In this regard, where there is an established joint City-Local 79 workplace committee, such Committee will continue to function under its present terms and conditions. This is not to bar either party from initiating their interest to establish new workplace or professional committees. In the event either party wishes to terminate, the Director of Employee and Labour Relations or the President of Local 79, as the case may be, shall advise the other party within sixty (60) working days notice of its wish to terminate said committee and if requested, shall meet prior to the actual termination.

Notwithstanding the termination provisions in the above-noted paragraph, if there is a termination provision in the terms of reference of existing workplace committees, those termination provisions shall govern.

LETTER OF INTENT DOMESTIC VIOLENCE

The parties acknowledge that domestic violence is a significant social problem that affects the health and well-being of City employees.

The parties agree to continue meeting to establish and implement a jointly developed program to accommodate employees who are victims of domestic violence.

LETTER OF INTENT JOINT COMMITTEES

Where an Article, clause or Letter of intent in any of the Local 79 Collective Agreements makes reference to a committee that will address matters which are applicable to any of the four (4) Local 79 bargaining units, there shall be only one joint committee established to deal with these matters. Local 79 shall have the right to select its representative(s) from any or all of its four (4) bargaining units. The list of committees will be created following the implementation of the Interim Award dated September 24, 2002.

**LETTER OF INTENT
LEGISLATIVE CHANGE**

In **the** event that **the** local, regional, provincial and/or federal governments **propose** or **enact** legislation, policy or regulations **that are** of concern to either party, **the parties shall meet to develop a plan of action to effectively deal with the** impact of such legislation.

**LETTER OF INTENT
GRANDFATHERING OF PART-TIME EMPLOYEES**

This letter of intent applies to part-time employees who were **deemed to fall within** the full-time Collective Agreement in **accordance with Article 10(a) and (b)** of the Agreement incorporated into paragraph 13 of **the Ontario Labour Relations Board Order dated November 19, 1998 under OLRB** file No. 1202-98-PS and any other employees the parties agree are to be included in **the** full-time Collective Agreement.

1. The parties agree to meet within ninety (90) days of **the issuance of the Interim Award** for the following purposes:
 - (i) to determine and agree **on a list of** employees covered by Article 10(a) and (b); and,
 - (ii) to identify the present terms and conditions of these employees.
2. **Until the parties have completed the process in (1) and (2) above, the employee's terms and conditions shall be governed by the employee's predecessor Collective Agreement.**
3. **The wage** increase from the full-time Collective Agreement shall apply to **the** employees referenced in **the** preamble **and** the parties further agree to meet within ninety (90) days of implementation to determine **what** other economic issues from the Interim Award will apply **to this group of employees.**
4. **Either party** may request the Chairperson or the **OLRB** to clarify **the meaning** of Article 10(a) and (b) of the **OLRB decision dated** November 19, 1998. Following the **decision** the **parties shall** meet to discuss **the implementation of the decision.**
5. If the parties are unable to resolve differences **arising from the grandfathering of part-time** employees by September 31, 2004 then either party may refer this matter to arbitration for resolution.

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.

No dispute arising under this Letter of Intent may be referred to Arbitration in the absence of agreement by all three (3) parties to refer the matter. Where all three parties agree to refer the matter to arbitration, the matter shall be placed before Arbitrator Tim Armstrong.

LETTER OF INTENT
EMPLOYEE ASSISTANCE PROGRAM

The parties shall meet within the term of this Collective Agreement to review the existing program and negotiate a new Employee Assistance Program. Should the Parties be unable to negotiate a new Employee Assistance Program, the matter shall be referred to Mediator/Arbitrator Tim Armstrong for resolution.

APPENDIX "A"

Employees in the Ambulance Services Division of the Department of Works and Emergency Services who are regularly employed on the twelve (12) hour shift schedule arrangement that was agreed upon by Local 79 and the former Municipality of Metropolitan Toronto on September 21, 1978, and as subsequently modified by the parties, are governed by the terms and conditions set out in the current Collective Agreement with the following exceptions:

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 two hundred and forty (240) hours during a six (6) week cycle.

The overtime rate of time and one-half (1 ½) the regular rate shall be paid to an employee for all hours worked in excess of his/her scheduled twelve (12) hours for such shift and for all hours worked on any day other than a scheduled working day.

Payment for designated holiday and the payment and calculation of vacations, sick pay credits and the Workplace Safety and Insurance Benefit shall be based on the twelve (12) hour working day (i.e. three (3) weeks vacation is equivalent to one hundred and twenty (120) hours).

APPENDIX "B" VOLUNTARY LEAVE OF ABSENCE PROGRAM

The following voluntary leave of absence provisions shall be made available to all temporary and full-time Local 79 employees on the following basis:

1. **An employee may volunteer** to be granted from **1 to 4 weeks** of leave of absence without pay on the approval of the Department Head.
2. During the period of such leave, the employee shall continue to accumulate full seniority **and** service end shall continue to receive all **benefits to which the employee** is entitled under the agreement. In the event that the employee wishes to continue to contribute to the pension plan during **the** period of such leave, the employer will match the pension contributions.
3. Leaves must be taken in increments of 5 consecutive days i.e. leave of absence may be granted for 5, 10, 15, or 20 consecutive days. If a variation in this requirement is requested, said request, shall be reviewed on a case by case basis with both the Director of **Employee** and **Labour** Relations **and** the Department Head concerned.
4. Requests for voluntary leave must be submitted in writing to the Department Head or his designee at least 3 calendar weeks prior to the proposed commencement of the leave. Requests for leave shall not be unreasonably denied. **Leave must** be completed prior to **the end of the calendar** year in which it is granted.
5. Should a request for leave be **denied**, the **employee** shall be given the reasons for the **denial** of the leave in writing within 5 working days of submitting the request.
6. It is understood **that** the failure of the employee to be granted such voluntary leave shall not be subject to the grievance procedure **and** this voluntary leave policy **shall** not form **part** of the **Collective** Agreement currently in effect.
7. In the event of any dispute arising out of **this** program, the Director of **Employee** and Labour Relations shall meet **with** the representatives of Local 79 in order to attempt to resolve the matter in dispute.
8. The parties agree that where required amendments to the foregoing **shall be made** in order to conform to shift schedules, which may be at variance with the norm.
9. The parties agree to actively support and **encourage** employees to volunteer to make use of this leave opportunity.

SCHEDULE 2

1. **INCOME PROTECTION PLAN (Employees of the former City of Etobicoke who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-IPS dated November 10, 1998 but for whom there is no existing collective agreement and who belong to the Income Protection Plan, as was provided to these employees by the former City of Etobicoke.)**

- A. **Commencing in the fourth month of employment, benefits from the income protection plan will be available to enrolled employees.**
- B. **For the first four (4) absences due to non-occupational injury or illness in a calendar year, payments will commence on the first day. For the fifth absence in a calendar year, payments will commence on the second day. For the sixth or more-frequent absence, payments will commence on the third day.**
- C. **The percentage of salary coverage is dependent upon the employee's years of service, as follows:**

Length of Service	Maximum Number Of Weeks Coverage At 100% of Salary	Number of Weeks Coverage at 75% of Salary
Less than 3 months	0	0
3 months to less than 1 year	0	26
1 year to less than 2 years	2	24
2 years to less than 3 years	4	22
3 years to less than 4 years	6	20
4 years to less than 5 years	8	18
5 years to less than 6 years	10	16
6 years to less than 7 years	12	14
7 years to less than 8 years	16	10
8 years to less than 9 years	20	6
9 years to less than 10 years	24	2
10 years or more	26	0

D. **Benefits will be applicable for up to twenty-six (26) weeks [six (6) months] for each separate period of disability in an employee's anniversary year.**

(1) **It is understood that the applicable number of weeks of one hundred per cent (100%) salary protection shall only be available once in any anniversary year. Full or one hundred per cent (100%)**

salary benefits for an employee is based on years of service, and is limited in any employee's anniversary year to the number of weeks entitlement at one hundred per cent (100%) indicated on the table above and, once this is used up, seventy-five per cent (75%) salary coverage will be provided for subsequent absences.

- (2) In the case of an unrelated disability, the potential twenty-six week period of income protection shall be reinstated, provided that the employee has returned to active employment and has worked at least one (1) day.
- (3) In the case of a disability which is related to a previous disability, the potential twenty-six week period of income protection shall be reinstated, provided that the employee has worked thirty (30) calendar days from the cessation of the previous disability and the commencement of the related disability. The primary insurer for a claim of this nature is the Long Term Disability Plan, where applicable, rather than the Income Protection Plan.

E. Employees Who Converted to the Income Protection Plan

Employees who converted to the new Income protection plan and who had sick leave credits in their bank will use these credits as salary replacement for days not covered in the fifth or subsequent absences in a year, and for "top-up" coverage from seventy-five per cent (75%) to one hundred per cent (100%) salary coverage. Such a sick leave bank is decreased by one (1) day for each replacement day and one-fourth (1/4) day for each top-up day. These conditions also apply when a unionized employee transfers to a non-union position and has taken this one-time option to change over.

F. Part 1 of this Schedule applies to all employees of the City of Toronto who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who, as of the date of ratification of this Agreement, are enrolled in Income Protection Plan as was provided to these employees by the former City of Etobicoke.

2. INCOME PROTECTION PLAN (Employees of the former City of Etobicoke who were certified with CUPE May 8, 1998 by the Ontario Labour Relations Board Order No. 4499-97-R but for whom there is no existing collective agreement and who belong to the Income Protection Plan, as was provided to these employees by the former City of Etobicoke.)

- A.** Commencing in the fourth month of employment, benefits from the income protection plan will be available to enrolled employees.

- B. For the first four (4) absences due to non-occupational injury or illness in a calendar year, payments will commence on the first day. For the fifth absence in a calendar year, payments will commence on the second day. For the sixth or more-frequent absence, payments will commence on the third day.
- C. The percentage of salary coverage is dependent upon the employee's years of service, as follows:

Length of Service	Maximum Number Of Weeks Coverage At 100% of Salary	Number of Weeks Coverage at 75% of Salary
Less than 3 months	0	0
3 months to less than 1 year	0	26
1 year to less than 2 years	2	24
2 years to less than 3 years	4	22
3 years to less than 4 years	6	20
4 years to less than 5 years	8	18
5 years to less than 6 years	10	16
6 years to less than 7 years	12	14
7 years to less than 8 years	16	10
8 years to less than 9 years	20	6
9 years to less than 10 years	24	2
10 years or more	26	0

- D. Benefits will be applicable for up to twenty-six (26) weeks [six (6) months] for each separate period of disability in an employee's anniversary year.
- (1) It is understood that the applicable number of weeks of one hundred per cent (100%) salary protection shall only be available once in any anniversary year. Full or one hundred per cent (100%) salary benefits for an employee is based on years of service, and is limited in any employee's anniversary year to the number of weeks entitlement at one hundred per cent (100%) indicated on the table above and, once this is used up, seventy-five per cent (75%) salary coverage will be provided for subsequent absences.
- (2) In the case of an unrelated disability, the potential twenty-six (26) week period of income protection shall be reinstated, provided that the employee has returned to active employment and has worked at least one (1) day,

- (3) In the case of a disability which is related to a previous disability, the potential twenty-six week period of income protection shall be reinstated, provided that the employee has worked thirty (30) calendar days from the cessation of the previous disability and the commencement of the related disability. The primary insurer for a claim of this nature is the Long Term Disability Plan, where applicable, rather than the Income Protection Plan.

E. Employees Who Converted to the Income Protection Plan

Employees who converted to the new income protection plan and who had sick leave credits in their bank will use these credits as salary replacement for days not covered in the fifth or subsequent absences in a year, and for "top-up" coverage from seventy-five per cent (75%) to one hundred per cent (100%) salary coverage. Such a sick leave bank is decreased by one (1) day for each replacement day and one-fourth (1/4) day for each top-up day. These conditions also apply when a unionized employee transfers to a non-union position and has taken this one-time option to change over.

- F. Part 2 of this Schedule applies to all employees of the City of Toronto who were certified with CUPE on May 8, 1998 by the Ontario Labour Relations Board Order No. 4499-97-R but for whom there is no existing collective agreement and who, as of the date of ratification of this Agreement, are enrolled in Income Protection Plan as was provided to these employees by the former City of Etobicoke.

3. INCOME PROTECTION PLAN (Employees of the former City of Etobicoke who were members of the former Health Unit, CUPE Local 3431, who belong to the Income Protection Plan)

A. Income Protection Plan - Employees Covered

The foregoing sick leave plan only applies to employees of the Corporation who were on staff prior to September 22, 1986 and who elected to remain in the sick leave plan. The I.P.P. covers all employees hired after September 22, 1986 and those employees on staff prior to that date who elected to be enrolled in the Income Protection Plan.

B. Income Protection Plan - Definition

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

C. **TABLE 1**

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

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

D. For the first four absence occurrences in a calendar year, payments will commence on the first day. For the fifth absence in a calendar year, payments will commence on the second day. For the sixth or more frequent absence, payments will commence on the third day.

E. In the case of an unrelated claim, the potential twenty-six week period of I.P.P. shall be reinstated, provided an employee has returned to active employment and has completed at least one day at work.

F. In the case of a claim which is related to a previous claim, the potential twenty six (26) week period of I.P.P. shall be reinstated provided the employee has returned for twenty (20) consecutive working days from the cessation of the previous claim and the commencement of the related claim.

- G. It is understood that the applicable number of weeks of **100%** salary protection shall only **be available once** in any anniversary year. Once the **100%** salary protection is utilized, **subsequent** absences will receive **75%** salary coverage.
- H. It is understood that those employees who converted to the new **I.P.P.** and who had sick leave credits in their bank will use these credits as salary replacement for days not covered in the fifth or **subsequent absences** in a year, and for "top up" coverage from **75%** to **100%** salary coverage. Such a sick leave bank is decreased by one day for each replacement day and **1/4** day for each "top up" day.
- I. In the case of a reoccurrence which occurs within twenty days, the **employee must present** a Doctor's certificate which verifies that the second absence is a reoccurrence of the first.
- J. No claim for **I.P.P.** will be entertained for sickness of an employee occurring outside the Province of Ontario until the employee returns to active employment and provides medical evidence satisfactory to the Employer concerning the period for which sick leave payment is claimed.
- K. Part 3 of this Schedule applies to employees of the former City of Etobicoke who were members of the former CUPE **Health** Unit, Local 3431 and who, as of the date of ratification of this Agreement, are enrolled in the Income Protection Plan.
4. **SHORT TERM WAGE PROTECTION PLAN (1/1/4)** (Employees of the former City of Etobicoke who were members of the former ONA Unit, Local 29)
- A. The new Short Term Wage Protection Plan applies to employees of the Corporation who were on staff as of January 3, 1994 and who **elected** not to remain in the old sick leave plan. The 1/1/4 plan covers all employees hired after January 3, 1994 and those employees on staff prior to that date who **elected to be enrolled in the 1/1/4 plan.**
- B. 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:
- This plan provides wage continuation commencing from the first day of scheduled work missed due to a non-WSIB accident as certified by a physician, and
 - ** wage continuation commencing on the first day of scheduled work missed by an employee due to being hospitalized as certified by a physician, and

- wage continuation commencing on the fourth day of scheduled work missed as the result of a certified illness.
 - C. Each January 1, all employees covered by the 1/1/4 plan, provided they have in excess of one 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.
 - D. The 1/1/4 plan will provide up to six months wage protection for each separate medically certified non-occupational illness/injury.
 - E. 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 nurse'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 months.
 - F. In the event that 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".
 - G. Part 4 of this Schedule applies to employees of the former City of Etobicoke who were members of the former ONA Unit, Local 29 and who, as of the date of ratification of this Agreement, are enrolled in the Income Protection Plan.
5. **SHORT TERM DISABILITY PLAN** (Employees of the former City of York who were members of the former CUPE Unit, Local 840.)
- A. 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. The key features are as follows:
 - B. **PART A**
Seven (7) sick days are not cumulative and are reinstated every year on January 1st.
 - (a) **These days are to be used** for illness or disability of no more than two (2) consecutive days.
 - (b) If more than two (2) days are required for an illness/disability the employee's coverage shifts completely to Part B.

C. **PART B**

1. Coverage of twenty-six (26) weeks (as outlined below) for employees starts after completion of three (3) months' service and is reinstated in full each year on January 1st. When an employee's absence spans the end of one calendar year and the beginning of another, the following procedures will apply:
 - (a) Full S.T.D. benefits will be reinstated following a two (2) month return to work provided the employee is not again absent due to the same illness or injury during those 2 months.
 - (b) When benefits have not been reinstated, any balance of benefits from the previous year may be used in the new year.
 - (c) If an employee returns to work and is absent during the first two months following that return due to a different illness, full benefits are still reinstated at the end of that first month. This absence may be covered by any balance of credits from the previous year.
2. Part B automatically applies for any illness/disability of three (3) days or longer.
3. 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 sick days as outlined in Part A to cover the first two (2) days, provided they have not already been used.
4. Effective July 1st, 1991 all members of C.U.P.E. Local 840 who are not presently covered by the S.T.D. Plan will be included in the plan at current years of service. Accumulated sick credits as of June 30th, 1991 will be frozen at the current number to a maximum of 130 days. All credits above 130 days shall be deleted. Incidental sick days for the balance of 1991 shall be pro-rated.

5.

SCHEDULE

Length of Service	100% REGULAR SALARY FOR	75% REGULAR SALARY FOR
3 months to less than 1 year	1 week	25 weeks
1 year to less than 2 years	2 weeks	24 weeks
2 years to less than 3 years	5 weeks	21 weeks

3 years to less than 4 years	7 weeks	19 weeks
4 years to less than 5 years	9 weeks	17 weeks
5 years to less than 6 years	12 weeks	14 weeks
6 years to less than 7 years	15 weeks	11 weeks
7 years to less than 8 years	18 weeks	8 weeks
8 years to less than 9 years	21 weeks	5 weeks
9 years to less than 10 years	24 weeks	2 weeks
10 years or more	26 weeks	

D. **TEMPORARY EMPLOYEES**

Temporary employees shall be entitled to have one (1) day sick pay posted to their credit on the fast day of each month commencing at the end of the first month in which they become employed by the Corporation.

E. **PAYOUT FOR SICK LEAVE CREDITS OVER 130 DAYS**

The Sick Leave Credits of over 130 days will be paid out at 2/3 of current salary as follows:

OPTION A

1. December 1st, 1982 -
\$2,500.00 and under
or
1/3 of the total amount owing (whichever is greater)
2. December 1st, 1983 -
1/2 of the remainder owing at the rate of pay in effect on December 1, 1983.
3. December 1, 1984 -
remainder owing at the rate of pay in effect on December 1, 1984.

OPTION B

The Sick Leave Credits over 130 days can be held to be paid out upon termination, death or retirement at 2/3 of the rate of pay in effect at that time.

Employees can elect either Option A or Option B.

For employees with less than 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 10 years' continuous service.

- F. Part 5 of this Schedule applies to employees of the former City of York who were members of the former CUPE Unit, Local 840 and who, as of the date of ratification of this Agreement, were enrolled in the Short Term Disability Plan.
6. SHORT TERM DISABILITY PLAN (Employees of the former City of York who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Short Term Disability Plan).
- A. 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. The key features are as follows:
- B. **PART A**
- Seven (7) sick days are not cumulative and are reinstated every year on January 1st.
- (a) These days are to be used for illness or disability of no more than two (2) consecutive days.
- (b) If more than two (2) days are required for an illness/disability the employee's coverage shifts completely to Part B.
- C. **PART B**
1. Coverage of twenty-six (26) weeks (as outlined below) for employees starts after completion of three (3) months' service and is reinstated in full each year on January 1st. When an employee's absence spans the end of one calendar year and the beginning of another, the following procedures will apply:
- (a) Full S.T.D. benefits will be reinstated following a two (2) month return to work provided the employee is not again absent due to the same illness or injury during those 2 months.
- (b) When benefits have not been reinstated, any balance of benefits from the previous year may be used in the new year.
- (c) If an employee returns to work and is absent during the first two months following that return due to a different illness, full benefits are still reinstated at the end of that first month.

This absence may be covered by any balance of credits from the previous year.

- 2. Part B automatically applies for any illness/disability of three (3) days or longer.
- 3. 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 sick days as outlined in Part A to cover the first two (2) days, provided they have not already been used.
- 4. Effective July 1st, 1991 all members of C.U.P.E. Local 840 who are not presently covered by the S.T.D. Plan will be included in the plan at current years of service. Accumulated sick credits as of June 30th, 1991 will be frozen at the current number to a maximum of 130 days. All credits above 130 days shall be deleted. Incidental sick days for the balance of 1991 shall be pro-rated.

5. SCHEDULE

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

D. TEMPORARY EMPLOYEES

Temporary employees shall be entitled to have one (1) day sick pay posted to their credit on the last day of each month commencing at the end of the first month in which they become employed by the Corporation.

E. PAYOUT FOR SICK LEAVE CREDITS OVER 130 DAYS

The Sick Leave Credits of over 130 days will be paid out at 2/3 of current salary as follows:

OPTION A

1. December 1st, 1982 -
\$2,500.00 and under
or
1/3 of the total amount owing (whichever is greater)
2. December 1st, 1983 -
1/2 of the remainder owing at the rate of pay in effect on December 1, 1983.
3. December 1, 1984 -
remainder owing at the rate of pay in effect on December 1, 1984.

OPTION B

The Sick Leave Credits over 130 days can be held to be paid out upon termination, death or retirement at 2/3 of the rate of pay in effect at that time.

Employees can elect either Option A or Option B.

For employees with less than 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 10 years' continuous service.

- F. Part 6 of this Schedule applies to employees of the former City of York who were members of the former CUPE Unit, Local 840 and who, as of the date of ratification of this Agreement, were enrolled in the Short Term Disability Plan.

7. SHORT TERM DISABILITY PLAN (Employees of the former City of York who were members of the former CUPE Health Unit, Local 840).

- A. 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 and Health Unit have income protection for twenty-six (26) weeks. The key features are as follows:

B. PART A

1. Seven (7) sick days are not cumulative and are reinstated every year on January 1st.
 - These days are to be used for illness or disability of no more than two (2) consecutive days.
 - If more than two (2) days are required for an illness/disability the employee's coverage shifts completely to Part B.

C. PART B

1. Coverage of twenty-six (26) **weeks** (as outlined below) for employees starts after **completion** of three (3) months' service **and is reinstated** in full each year on January 1st. When an employee's absence **spans** the end of one calendar **year** and the beginning of another, the following procedures will apply:
 - (a) Full **S.T.D.** benefits will be reinstated following a **two** (2) month return to work provided the employee is not again absent due to the same illness or injury **during** those 2 months.
 - (b) When benefits have not **been** reinstated, any balance of benefits from the previous year may be used in the new **year**.
 - (c) if an employee returns to work and **is** absent during the first two months following that return due to a different illness, full **benefits are still** reinstated at the end of that first month. This absence may be **covered** by any balance of **credits** from the previous year.
2. **Part B** automatically applies for any illness/disability of three (3) days or longer.
3. 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 sick days as outlined in Part A to cover the **first** two (2) days, provided they have not already been **used**.
4. **Effective July 1st, 1991 all members of C.U.P.E. Local 840** Board of Health who are not presently covered by the **S.T.D.** Plan will be included in **the plan** at current years of service. Accumulated sick credits as of June 30th, 1991 will be frozen at the current number to a **maximum** of **130** days. all credits above 130 days shall be deleted. Sick days for the **balance** of 1991 shall be prorated.

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

D. TEMPORARY EMPLOYEES

Temporary employees shall be entitled to have one (1) day sick pay posted to their credit on the last day of each month commencing at the end of the first month in which they become employed by the Board.

E. PAYOUT FOR SICK LEAVE CREDITS OVER 130 DAYS

The Sick Leave Credits of over 130 days will be paid out at 2/3 of current salary as follows:

OPTION A

1. December 1st, 1982 - \$2,500.00 and under
or
1/3 of the total amount owing (whichever is greater)
2. December 1st, 1983 - 1/2 of the remainder owing at the rate of pay in effect on December 1, 1983.
3. December 1, 1984 - remainder owing at the rate of pay in effect on December 1, 1984.

OPTION B

The Sick Leave Credits over 130 days can be held to be paid out upon termination, death or retirement at 2/3 of the rate of pay in effect at that time.

Employees can elect either Option A or Option B.

For employees with less than 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 10 years' continuous service.

F. Part 7 of this Schedule applies to employees of the former City of York who were members of the former CUPE Health Unit, Local 840 and who, as of the date of ratification of this Agreement, were enrolled in the Short Term Disability Plan.

8. **SHORT TERM DISABILITY PLAN** (Employees of the former City of York who were members of the former CUPE Foremen's Unit, Local 103)

A. All employees are provided with seven (7) incidental days which are non-cumulative and reinstated each year.

B. All employees with three (3) months service are provided with income protection for a full twenty-six (26) weeks. This coverage ranges from 75% to 100% of salary based on length of service.

C. Under the current sick leave policy, employees must earn their credits before being eligible to claim them for illness/disability. The proposed Plan provides coverage after three (3) months of service.

D. An employee with less than ten (10) years service, who elects to be covered under the Short Term Disability Plan, would be covered as follows:

(1) Sick leave credits are frozen and are held until the employee completes ten (10) years of continuous service.

(2) Upon completion of ten (10) years continuous service, up to one hundred thirty (130) days become vested and will be paid out at 100% of current salary upon resignation, retirement or death.

(3) Upon completion of ten (10) years continuous service, any accumulated sick days of one hundred thirty-one (131) or over will be paid out at two-thirds (2/3) of current salary rates.

E. An employee with ten (10) years' service or more, who elects to be covered under the Short Term Disability Plan, would be covered as follows:

- (1) Sick leave credits are frozen.
- (2) Sick leave credits of one hundred thirty-one (131) days and over are paid out according to **the Pay Out Schedule**.
- (3) **Sick leave** credits up to one hundred thirty (130) days will be **paid** at 100% of current salary upon resignation, retirement or death.

F. The Short Term Disability Plan will be in effect as of November 1, 1982. **Employees covered** the Short Term Disability Plan will be **covered as follows**:

- (1) Sick pay credits accumulated until July 31 1982, are eligible for pay out,
- (2) Sick pay credits for August 1 to October 31, are accumulated to be used for illness or disability only.
- (3) **As of November 1 1982**, employees are provided **two (2)** incidental days for the remainder of 1982.

G. Current Employees - **As at July 31st, 1982**

Those with ten (10) years service and over one hundred thirty (130) days accumulated sick leave credits:

The sick leave credits of over one hundred thirty (130) days will be **paid out at two-thirds (2/3rds)** of current salary as follow:

Employees can elect Option A or Option B.

- Option A
- i) on December 1, 1982 - \$2,500.00 or under
OR
one-third (1/3) of the total amount owing (whichever is greater)
 - ii) on December 1, 1983 - one-half (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 The sick leave credits of **over one-hundred thirty (130)** days can be held to be **paid out upon** termination, death or retirement at the rate of pay in effect at that time.

For employees with less than ten (10) years **service**, and over one hundred thirty (130) days accumulated sick leave credits, the amount owing for the one hundred thirty-first (131st) day **and over** will be paid out upon completion of ten (10) years continuous service at two-thirds (2/3) of the rate in effect at that time.

H. **Part 8** of this Scheduled applies to employees of the former **City** of York who were members of the former **CUPE Foremen's Unit, Local 103** and who, as of the date of ratification of this Agreement were enrolled in the Short Term Disability Plan.

9. **SHORT TERM DISABILITY PLAN (employees of the former City of York who were members of the former ONA Unit, Local 59)**

A. All nurses are provided with **7 sick days** which are non-cumulative and reinstated each year.

B. All nurses **with 6 months'** service are provided with income protection for a full 26 weeks. This coverage **ranges** from **75%** to **100%** of salary based on length of service.

C. Coverage will be provided for probationary nurses on the **basis** of **one day** per month. These days are cumulative during the probationary period but not carried over to **the** Short Term Disability Plan **once** the nurse becomes a permanent employee.

D. Under the current sick leave policy, nurses must earn their **credits** before being eligible to claim them for **illness/disability**. The proposed plan provides coverage **after** six months of **service**.

E. **A nurse with less than 10 years service**, who elects to be covered under the short **term disability** plan, would be covered as follows:

(1) **Sick leave** credits are frozen and are held until the nurse completes 10 years of continuous service.

(2) Upon completion of 10 years' **continuous** service, up to **130 days become vested** and will be paid out at **100%** of current salary upon resignation, retirement or death.

(3) Upon completion of **10 years'** continuous service, any accumulated sick days of **131 or over** will be paid out **at 2/3** of current salary rates.

F. A nurse with 10 years' **service** who elects to be **covered** under the short term **disability plan** would be covered as follows:

(1) **Sick leave credits** are frozen.

(2) Sick leave **credits of 131** days and over are paid out according to the **pay out schedule**.

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

- G. The Short-Term Disability Plan will be in effect as of November 1st, 1982. Nurses **covered** under the Short-Term Disability Plan will be covered as follows:
- (1) Sick pay credits accumulated until July 31st, 1982 are eligible for pay out.
 - (2) Sick **pay** credits for August 1st to October 31st, are accumulated to be used for illness or disability only.
 - (3) As of November 1st, 1982 **employees** are provided 2 sick days for the remainder of 1982.
- H. The short-term disability plan has **two** parts which provide all nurses with 6 months' **service** with income security in case of illness or disability. The **two** parts of the plan work together to ensure that all nurses, including those with limited service in **the City**, have income protection for 26 weeks. The key features are as follows:

PART A

1. **Seven (7) sick days** are not cumulative and **are** reinstated every year on January 1st. These days are to be used for illness or **disability** of no more than **two** consecutive days. **If more than 2 days are required for an illness/disability**, the employee's coverage shifts completely to Part B.

PART B

- I. **Coverage of 26 weeks is** provided (as outlined below) for nurses **starting after completion of** six (6) months' service and is reinstated in full each year on January 1st. When an employee's absence spans the end of one calendar year and the beginning of another, the following procedures will apply:
 - (a) Full **S.T.D.** benefits will be reinstated following a **two (2)** month return to work provided the employee is not again absent due to the same **illness** or injury.
 - (b) When benefits have not been reinstated, any balance of benefits from the previous year may be used in the new year.
 - (c) If an employee returns to work and is absent during the first two months following that return due to a different illness, full benefits are still reinstated at the end of that first month. This absence may be covered by any balance of credits from the previous year.
2. Part B automatically applies for any illness/disability of three (3) days or longer.

- 3. 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. A nurse may use the sick days as outlined in Part A to cover the first two (2) days provided they have not already been used.

STD SCHEDULE

Length of Service	100% REGULAR SALARY	75% REGULAR SALARY FOR
6 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	

Nurses 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.

I. PAY OUT FOR SICK LEAVE CREDITS OVER 130 DAYS
CURRENT NURSES- AS AT SEPTEMBER 30, 1982

Those with 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: (Nurses can elect 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

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.

For nurses with less than 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 10 years continuous service at 2/3 of the rate in effect at that time.

- J. Part 9 of this Schedule applies to employees of the former City of York who were members of the former ONA Unit, Local 59 and who, as of the date of ratification of this Agreement, were enrolled in the Short Term Disability Plan.

10. **TEMPORARY DISABILITY BENEFITS PLAN (Employees of the former Board of Health for the Borough of East York who were members of the former ONA Unit, Local 5, who belong to the Temporary Disability Benefits Plan)**

- A. If you become disabled and unable to work due to illness or off-the-job accident, the first benefit program that comes into play is the Temporary Disability Benefit plan. This benefit is Health Unit paid and you are automatically enrolled after three (3) months of permanent service.
- B. Entitlement for benefits in the TDB plan is based on years of permanent service with the Health Unit. Depending on your length of service, all or 75% of your regular salary will continue for a period of time up to a maximum of 17 weeks.
- C. The following table illustrates:

**Short Term Disability Plan
Schedule of Sick Credits**

Length of Service	Weeks at 100 % Pay	Weeks at 75% of Pay
0 – 3 months	0	0
3 months to 1 year	5	12

More than 1 year less than 2 years	8	9
More than 2 years less than 3 years	11	6
More than 3 years less than 4 years	14	3
Four years or more	17	0

D. **Service** does not include service while on temporary, casual or contract status.

E. A 'week' is defined at five (5) working days at the number of regularly scheduled hours per day worked **by you**.

F. You may not move to the next **level** of entitlement **during** an absence. If you pass a service threshold during the absence, the new level of benefits does not become effective until you return to work.

G. **REQUALIFICATION**

You requalify for full entitlement of benefits after returning to work for one (1) **continuous** month without an absence.

H. **RECEIVING BENEFITS**

In order to receive **benefits**, inform **your** supervisor immediately if you become ill and **are unable to attend work**.

I. **TD benefits** are **payable** commencing **on first day of absence**.

J. **There will be no** penalty for the number of occurrences in the Short Term Disability Plan.

K. **Sick Leave Credits** for all permanent nurses employed as of **December 31, 1996** will be frozen. On termination, accumulated sick credits shall be paid out according to **Article 13.04 of the former Borough of East York ONA Local 5 Collective Agreement**, at **the** rate of pay and length of service in effect on December **31, 1996**.

L. Any nurse will have the option of **drawing** from **her** sick leave credit bank to top **up** sick pay **to** 100% of her salary rate.

M. Part **10 of this Schedule applies to employees of** the former Board of Health for the Borough of East York who **were** members of **the former ONA Unit, Local 5** and who, as of the date of ratification of this Agreement, **were** enrolled in the Temporary Disability Benefit Plan.

11. **TEMPORARY DISABILITY BENEFIT (TDB)** (Employees of the former Borough of East York who **were** placed **in Local 79 by virtue of the Ontario Labour**

Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Temporary Disability Benefit plan).

- A. **The TDB Plan provides a combination of full pay and partial (2/3) pay.**
- B. Entitlement increases as **service** increases.
- C. Maximum entitlement is six (6) months at **full pay after ten (10) years of service.**
- D. **Employees can requalify for partial pay portion after one (1) month** without an absence.
- E. Employees can requalify for full pay portion of benefits after four (4) continuous months without an absence.
- F. Long-term disability benefits are **available** if **the** illness extends beyond six (6) **months.**
- G. No "pay out" provisions are provided at retirement or voluntary termination.
- H. A "waiting period" for benefits will **be** established after five (5) short-term absences in a twelve (12) month period. Waiting periods will start at one (1) day for the sixth and seventh occurrence and then increase to two (2) days for the eighth occurrence and beyond. A short-term absence refers to any absence of three (3) **days or less.**
- I. **Implementation of the TDB plan will be done as follows:**
 - (1) Employees with less than seven (7) years of service will be automatically **transferred to the new** Temporary Disability Benefit Plan. Accumulated credits **in** the old plan will be frozen and can be used for the **following purposes:**
 - (a) **to top up partial pay benefits to full pay**
 - (b) **to provide a "bridge" to LTD benefits**
 - (c) **to provide payment if the employee has not requalified for TD benefits.**
 - (2) Those employees **who** have sick **leave** credits accumulated in the current sick plan and **who transfer to the new** plan will have their accumulated sick leave credits frozen at the time of transfer, and **these credits can be used for the same purposes** as above and will be available as a pay out on voluntary termination of employment

based on the employee's entitlement at the time of the change. Affected employees will have received an individualized statement confirming their maximum pay out.

(3) Temporary Disability Benefits Schedule

Length of Service	Full Pay Benefits (weeks)	Partial (66.6%) Benefits (weeks)
0 – 3 months	0	0
3 – 12 months	3	12
after 1 year	6	10
after 2 years	10	8
after 3 years	12	7
after 4 years	14	6
after 5 years	16	5
after 6 years	18	4
after 7 years	20	3
after 8 years	22	2
after 9 years	24	
after 26	26	0

J. Part 11 of this Schedule applies to all former non-union employees of the former Borough of East York who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who, as of the date of ratification of this Agreement, are enrolled in the Temporary Disability Benefit Plan provided for by the former Borough of East York to its non-union employees.

12. **SALARY CONTINUANCE PLAN** (Employees of the former City of Scarborough who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Salary Continuance Plan provided to non-union employees).

A. If you become sick and unable to work, the City will continue to pay your wages under the salary continuance plan as long as you are entitled to payment under the following:

Salary Continuance Plan

<u>SERVICE</u>	<u>Month 1</u>	<u>Month 2</u>	<u>Month 3 & 4</u>	<u>Month 5 & 6</u>
Nil to 3 months	No coverage			
3 mos. To 1 yr.	100%	80%	70%	66.6%
1 yr. but less than 3 yrs.	100%	100%	80%	70%

3 yrs. but less than 5 yrs	100%	100%	100%	80%
5 yrs. & over	100%	100%	100%	100%

B. Part 12 of this Schedule applies to all former non-union employees of the former City of Scarborough who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who, as of the date of ratification of this Agreement, are enrolled in the Salary Continuance Plan provided for by the former City of Scarborough to its non-union employees.

NOTE: Following ratification of this collective agreement , the above Schedule is subject to proofing and validation by Local 79 and the City.

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Signed at Toronto this 17th day of December, 2002 on behalf of:

**THE NEGOTIATING COMMITTEE OF
THE CITY OF TORONTO**

**THE NEGOTIATING COMMITTEE OF
THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 79**

Brigitte Hohn (signed)

Ann Dembinski (signed)

Catherine Bossuyt (signed)

Russ Armstrong (signed)

Lynda Cuffe (signed)

Rhonda Hamel-Smith (signed)

Nancy Murphy (signed)

Jayne Allen (signed)

Steve Kenney (signed)

George Alexopoulos (signed)

Zoriana Aronec (signed)

Yvonne Bell (signed)

Vivolyn Blair (signed)

Carol Chavez (signed)

Deborah Dixon (signed)

Bob Feenev (signed)

Kathleen Figueroa (signed)

Doug Jones (signed)

Tim Maquire (signed)

Rita Messner (signed)

Sonia Moodie (signed)

Mary Steeves (signed)

Doug Stewart (signed)

Janice Stoveld (signed)

Fred Taylor (signed)

Derek Lue (signed)

ASSIGNED CUPE REPRESENTATIVE

WITNESS

Tim Armstrong (signed)
TIM ARMSTRONG

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-M1-

C.U.P.E. LOCAL 79

FULL-TIME UNIT

Memorandum of Agreement Items

January 01, 2002 – December 31, 2004

The parties agree that these Rems do not form part of the Collective Agreement.

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**Article 6
WAGES AND SALARIES**

Wages

Effective January 1, 2002, increase all rates for all classifications payable on December 31, 2001 by 3.0%.

Within ninety (90) working days or as soon as reasonably possible, following Issuance of the Interim Award dated September 24, 2002, said wage increase shall be implemented and each active employee shall receive retroactive pay on 2002 earnings less statutory deductions required by law.

Within ninety (90) working days or as soon as reasonably possible following issuance of the Interim Award dated September 24, 2002, the City shall transmit retroactive pay on 2002 earnings less statutory deductions required by law to all employees who left the employ of the City between January 1, 2002 and September 24, 2002.

Effective January 1, 2003, increase all rates for all classifications payable on December 31, 2002 by 3%.

Effective January 1, 2004, increase all rates for all classifications payable on December 31, 2003 by 3%.

If the City of Toronto and C.U.P.E. Local 416 settle for a higher compounded wage increase than 9.27% for the calendar years 2002, 2003 and 2004, the City agrees to increase the above wage increase to match that agreement.

**Article 7
PREMIUM PAY PROVISIONS**

Exploring Means of Ensuring Sufficient Staff in Specific Classifications in the Homes for the Aged

The City and Local 79 have agreed, as a result of mediation discussions related to the Homes for the Aged Part Time Agreement, to meet during the term of the Collective Agreement to discuss administratively efficient ways to consider the "pool" concept of filling call in shifts by allowing the movement of Registered Nurses and Registered Practical Nurses between facilities that are grouped geographically.

If the part-time "pool" concept is implemented in the Part Time Agreement and does not ensure that all call-in shifts are covered, then the City and CUPE Local 79 agree to meet to discuss options, including the feasibility of a geographic "pool" concept for offering overtime work to full time Registered Nurses and Registered Practical Nurses.

The joint discussions will address the operational needs of **the Homes** for the Aged and ensure the best level of service possible to the residents within available resources,

Article 12

EXTENDED HEALTH CARE IDENTIFICATION GROUP LIFE/ AND LONG TERM DISABILITY

Optional Group Life Insurance

Once a benefits carrier has been selected The City will, in consultation with Local 79, develop and offer to employees optional **group** life insurance coverage which shall be in addition to the group life insurance provided in clause 12.04 and in the Letter of Intent with respect to the grandparenting of certain group life provisions. Such coverage will include provision for optional dependant life insurance.

Participation in the optional group life insurance plan shall be on a voluntary basis. The cost of such insurance shall be the **responsibility of the employee.**

Consideration will be given to the option of continuing coverage after retirement, at the employee's expense.

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MEMORANDUM ITEM ONLY

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

Letter to: Anne Dubas
From: M. Garrett
RE: Administrative and Underwriting Services for Employee Benefits

Dear Anne Dubas:

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 Administrator 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

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Administrative Practices

Local 79 and the City acknowledge that the following administrative practices as set out in the following letters are agreed to and shall be included in the benefit plan book.

October 20, 2000

TO: Benefits Administration Advisory Group

FROM: Ivana Zanardo

Re: Mixture/Compounds

I am reiterating below, the information that was provided by Bev Nelson regarding eligible and ineligible compounds: an eligible compound under manuscript is:

- A mixture/compound that contains a drug that bears a valid DIN, regardless of the prescription status.
- A mixture/compound that contains a raw material, regardless of the prescription status of the raw material.

Not covered are:

- A mixture/compound that is considered experimental/ investigational; or
- A mixture/compound that is contractually excluded under the plan (ie, if a plan excludes sexual dysfunction drugs [This contract does not]) then the extemporaneous preparation to treat sexual dysfunction would not be eligible for consideration.

The rationale for not covering compounds comprised of vitamins and minerals, (ie, magnesium, calcium, etc.) is:

- It is not our intent to cover products that mimic over-the-counter products, or those products that are contractually excluded under the plan (ie, General Public Products, experimental, etc.)

Ivana Zanardo
Director
Pensions, Payroll and Employee Benefits

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November 29, 2000

Ms. Anne Dubas
President
CUPE Local 79

Dear Ms. Dubas:

RE: Private Duty Nursing Coverage

This will confirm the City of Toronto's administration of Private Duty Nursing claims for members of CUPE Local 79.

All private duty nursing claims established after the implementation of the new benefits carrier (August 1st and November 1st) are subject to the terms of the Local 79 Collective Agreement. In reference to private duty nursing claims it states "Private duty nursing at home when medically necessary, to a maximum of \$25,000 per person per three (3) benefit years."

All existing ongoing private duty nursing claims (established prior to the date of the new benefit carrier) are not subject to the above limitations. These claims are being adjudicated according to past contracts and practices. It is not our intent to apply a limitation to an existing claim that has been established and ongoing prior to the new Local 79 Collective Agreement. However, if the existing claim ends, any new claims for private duty nursing coverage will be subject to the terms of the Local 79 Collective Agreement.

Yours truly,
Celine Chiovitti
Manager
Benefits and Employee Services

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-M7-

February 4, 2002

Ms. **Kathleen** Figueroa
CUPE Local 79
Benefits Monitoring Committee

Dear Ms. Figueroa:

RE: Sclerotherapy

This is to confirm the administration of sclerotherapy injections for members of CUPE Local 79.

Manulife Financial, as part of an administrative update, advised its clients that sclerotherapy injections would no longer be covered effective June 1, 2001 due to the fact that the Ministry of Health had advised that the treatment is considered cosmetic in nature. Prior to this time, Manulife Financial would pay for the cost of *the* eligible drug up to \$15.00.

This is to confirm that Manulife Financial will continue to pay for sclerotherapy drugs up to \$15.00, as long as it meets the definition of a compound.

Yours truly,

Celine Chiovitti
Manager
Benefits & Employee Services

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-M8-

February 4, 2002

Ms. Kathleen Figueroa
CUPE Local 79
Benefits Monitoring Committee

Dear Ms. Figueroa:

RE: Dental Benefits – Bonded Fillings

This is to confirm the administration of bonded and non-bonded fillings for members of CUPE Local 79.

Bonded fillings incorporate material that bonds the fillings to the tooth surface. Both bonded and non-bonded amalgams bond to the tooth. Manulife Financial will allow for payment up to the current Ontario Dental Association Fee Guide for General Practitioners for both bonded and non-bonded fillings.

Yours truly,
Celine Chiovitti
Manager
Benefits & Employee Services

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**Article 16
GRIEVANCE PROCEDURE**

Document Retention

TO: ALL DEPARTMENT HEADS
FROM: Harold M. Ball, Director, Employee and Labour Relations
DATE: March 24, 2000
SUBJECT: Documentation Retention

A matter has been recently brought to our attention by Local 79 during the collective bargaining process with respect to the type of documentation that remains in employees' files with respect to grievances involving disciplinary matters that have been resolved.

Specifically, Local 79 articulated several examples where an agreement had been reached to rescind the discipline in its entirety yet documentation such as supervisor's reports and other documentation regarding the incident giving rise to the discipline had not been removed from the employee's file subsequent to the grievance settlement.

In this regard, I would ask that you advise your staff to ensure that where grievances relating to disciplinary or non-disciplinary matters (such as action which may have been taken in innocent absenteeism cases) are resolved by agreeing to remove the discipline or reference to a particular incident in its entirety that any supporting documentation regarding the matter be removed from the employee's file unless there is specific agreement to do otherwise with the Union.

Please note that the foregoing will not apply where a grievance is resolved by modifying or reducing any disciplinary action taken and the modified or reduced penalty or incident remains part of the employee's record. This would also include any modifications regarding non-disciplinary matters as long as some reference to the matter is to remain as part of the employee's record.

In the event you have any questions, please do not hesitate to contact me and thank you very much for your assistance regarding this matter.

Harold M. Ball
Director,
Employee and Labour Relations

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**Article 17
LEAVE OF ABSENCE**

January 20, 2003

Ms. Ann Dembinski
President
Canadian Union of Public Employees
Local 79
257 Adelaide Street West
3rd Floor
Toronto, Ontario
M5H 1X9

Dear Ms. Dembinski:

It has recently **come** to my attention that none of the Local 79 collective agreements are clear that **step** parents, step brothers and sisters and step children are covered for bereavement leave **purposes**. I and my colleagues are quite aware that over the past rounds of bargaining with Local 79, the City bargaining team maintained that these relatives **would** be covered. This letter is **to confirm** this **In writing**.

I will be **sending** a copy of this letter out to the labour relations business unit staff so that everyone is aware of the City's commitment. I also suggest that we place a copy of this letter **in** the Memorandum **Items** only section which **the** parties have agreed to develop and place behind each respective collective agreements.

I **would** further suggest that in the **next** round of negotiations this coverage be clarified **In** the **body** of **each** of the collective agreements. I would **appreciate** confirmation that you have received this correspondence and any comments with respect to my suggested plans of future action.

Yours sincerely,

Catherine Bossuyt
Sr. Co-ordinator
Employee and Labour Relations

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-M11-

July 10, 2003

Mr. Russ Armstrong
Acting President
CUPE Local 79
257 Adelaide Street West
3rd Floor
Toronto, Ontario
M5H 1X9

Dear Mr. Armstrong:

Re: Paid Military Leave – Members of the Local 79 Covered by the Full-Time Collective Agreement

I have for reply your letter dated July 4 with respect to paid military leave for your members. I am pleased to grant your request to extend the City's policy on Military Service for those Local 79 members covered by the full-time collective agreement. I will inform City representatives that this extension to Local 79 is effective as of today. I have attached a copy of the current policy. I will have Local 79 employees added to the Application section. Please note, as always, City policies are subject to change.

Sincerely,

Catherine Bossuyt
Sr. Co-ordinator
Employee and Labour Relations

cc: Maureen Spencer

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**Article 20
SENIORITY**

Confirmation of Employee's Seniority Date

An employee, who has been notified of his/her seniority in accordance with clause 20.01(e), may, in conjunction with Local 79, challenge such seniority if he/she has sufficient documentation to support such challenge. In the event of such challenge, Local 79 will write to *the* Director of Labour Relations, within thirty (30) working days of the employee's receipt of his/her seniority information, requesting a meeting and the Director of Employee and Labour Relations shall review such documentation and render a decision in writing. Where the matter is still not resolved the Union may file a grievance on behalf of the employee at Step 3 within 20 days of receiving the decision of the Director of Labour Relations.

**Article 34
PRINTING OF THE COLLECTIVE AGREEMENT**

February 15, 2000

Anne Dubas
President
Local 79

Dear Ms. Dubas:

Re: Posting Seniority Lists and the Collective Agreement

Further to my undertaking, the City shall endeavour to post seniority lists, a list of officers and stewards of Local 79 and the Collective Agreements on the City of Toronto intranet as soon as possible.

Yours truly,

Harold Ball
Director, Employee and Labour Relations

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July 22, 1999

Ms. Anne Dubas
President
Local 79

Dear Ms. Dubas:

Re: Large Print and Braille

Further to our discussion during negotiations on July 21, 1999, in which you identified the need for Collective Agreements to be available in large print and Braille formats for those employees with visual impairments, the City undertakes to provide, upon request from an employee or from Local 79 on behalf of an employee, a copy of the applicable new Collective Agreement between Local 79 and the City in large print or Braille format.

Yours very truly,
Harold M. Ball
Director, Employee & Labour Relations

February 15, 2000

Ms. Anne Dubas
President
Local 79

Re: Access to Childcare and/or Eldercare

Dear Ms. Dubas:

Currently employees of the City have priority access to 400 child care spaces presently being provided directly by the Children's Services Division of the Department of Community and Neighbourhood Services under the policy of the former Municipality of Metropolitan Toronto.

It is the intention of the city to continue to provide priority access to the aforementioned child care spaces until such time as a new policy is developed.

Further, the City and Local 79 shall meet during the term of the Collective Agreement to explore the feasibility of providing City employees and their families with dedicated access to City-operated or funded facilities which provide elder care.

The City agrees to consult with Local 79 prior to introduction of the new policy.

Yours very truly,

Harold M. Ball
Director, Employee & Labour Relations

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Modified Work Program

1. Objectives

The objectives of the Modified Work Program are:

- a) To provide *for* early vocational/medical rehabilitation and progressive reintegration into the workplace, until the disabled employee is capable of returning to his/her regular position;
- b) To provide suitable gainful employment for workers who are temporarily or permanently disabled; and,
- c) To minimize injury and illness related absences.

2. Eligibility

All employees who are off work because of injury or illness and in a no pay status or in receipt of sick benefits, long term disability benefits, WSIB benefits or all employees who suffer from an injury or illness requiring accommodation, and have been declared suitable for modified employment by one of the following:

- a) Treating Health Care Practitioner, or
 - b) Workplace Safety and Insurance Board,
- shall be eligible for the modified work program.

3. Definitions

Accommodation

- The employer will be required to undertake any and all actions that will respond to the need of the disabled employee, subject to the limitation of undue hardship. In assessing undue hardship, consideration will be given to the guidelines of the Ontario Human Rights Commission (Guidelines for Assessing Accommodation Requirements for Persons with Disabilities).

Essential

- Consideration will be given to the duties necessary to produce the actual job outcome. The job outcome is the production or provision of the final product or service required. The overall objective of the position constitutes job outcome. Consideration should be given to:
 - a) how often each duty is undertaken,
 - b) the proportion of time spent at each specific duty, and
 - c) the contents of any current and relevant job posting.

Transitional Work Program

- An individualized program that facilitates a gradual transition from disability to the eventual vocational objective. Over the duration of the program the goal will be for the worker **to** gradually **increase his/her** hours of work and work demands, if medically able, in order to readjust to the employment.

Temporary Modified Work

- Any **job**, task, function or combination thereof that a worker who suffers a partial disability or diminished capacity, may perform safely, without risk of re-injury or exacerbation of the **existing Injury**.

Permanent Modified Work

- It must **be** medically established that the employee **is** permanently disabled and incapable of performing the **essential** duties of his/her regular position. The program shall first determine if the **pre-injury** job can **be** permanently modified to accommodate the employee's **disability**, or **if** not possible, an alternative position.

Accommodated Pre-Accident Job

- The **pre-accident** Job that has been modified to enable the employee to perform the essential duties of the job.

Suitable Job

- Any available job which **the** employee has the minimum qualifications/skills to perform the essential duties of or is capable of performing through training, is medically able **to** perform **with** or without accommodation **and** which does not pose a health or safety hazard to the worker or **any** other **co-worker** and is comparable to **the pre-accident job** as determined by the following **considerations**: duties, working conditions, working environment, hours of work, overtime potential, skill, effort, responsibility, rights, privileges, advancement opportunities, vocational qualifications and wages.

4. Modified Work Program Team (M.W.P. TEAM)

In order to ensure that all interests are taken into consideration and a successful rehabilitation plan is developed, a team approach will be utilized. Although, the specific individuals in each case will **vary**, **the** M.W.P. Team will consist of the following participants. The M.W.P. Team will involve the Joint Job Evaluation Committee when discussing, **modifying** and evaluating jobs and the essential duties of jobs.

Participants

Disabled Worker,
Health Care Practitioner (as defined by the WSIA),
Union Representative, and

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Department Director/Manager/Supervisor.

Confidentiality

- All information obtained by the participants of the modified work program team shall remain confidential.

Responsibilities

In addition to the responsibilities under any relevant Legislation, including the Workplace Safety & Insurance Act, the Occupational Health and Safety Act, the Human Rights Code, the Ontario Labour Relations Act, the following shall be the responsibilities of the participants:

Disabled Worker:

- promptly report all accidents and illnesses;
- obtain medical aid immediately and continue medical rehabilitation as necessary to recover physically;
- return the completed physician's letter immediately following the initial assessment, where practical, to the City's Health Care Practitioner;
- maintain regular contact with Manager/Supervisor and WSIB/Insurance Carrier;
- participate in exploring alternative or modified work opportunities and developing a rehabilitation plan, in consultation with his/her union representative.

Health Care Practitioner:

- assess the worker's capabilities and limitations to determine if he/she is able to work and if so, with what restrictions and prognosis for recovery;
- provide regular follow-up assessment of worker's physical capabilities and progress;
- support the modified work program as a viable rehabilitation process;
- facilitate an early return to work following an injury or illness;
- obtain confirmation regarding the employee's medical condition, restrictions and progress;
- co-ordinate M.W.P. Team meetings to discuss the worker's abilities and employment alternatives;
- maintain regular contact with disabled worker for evaluation and support during rehabilitation process; and,
- act as liaison between employee, union representative, treating Health Care Practitioner, supervisor and WSIB/Insurance Carrier.

Union Representative:

- provide support, encouragement and direction to the disabled **worker** where appropriate;
- work in co-operation with all members of the M.W.P. Team to facilitate a safe and successful return to work as soon as possible.

Department Representative:

- maintain contact with the disabled **worker** in accordance with the relevant medical information provided by the Health Care Practitioner **necessary** to monitor his/her suitability to return to work;
- implement the **modifications** to the work or workplace in accordance with the **rehabilitation** plan, if any, and as **necessary** to accommodate the disabled worker's restrictions;
- provide an on-the-job period of transitional employment for the returning worker in accordance with the **rehabilitation** plan, **if** any, and as necessary; and,
- provide training;
- monitor the disabled worker's performance and progress in relation to the physical abilities or limitations;
- ensure that **no** tasks are **being** assigned **or** performed other than those in accordance with the restrictions on the assessment form;
- relate progress evaluation and concerns regarding the assigned work to the M.W.P. Team.

5. Conditions of Modified Work Employment ,

- a) While participating in a temporary modified work program, the **employee** will receive 100% of his/her regular earnings (For permanent placements see **Item #7**).
- b) Temporary modified work **will** normally be considered if the medical prognosis indicates that the employee will be disabled from performing his/her normal duties on a temporary basis and will likely be able to resume **normal** duties at the completion of the rehabilitation period.
- c) It may be necessary for the worker to **accept** a change in department, division, occupation or shift to provide necessary accommodation,
- d) The City **will** absorb the cost of **physician** fees related to providing the documentation for participation **in** the Modified Work Program.
- e) Any **employee** who under the modified work program is placed, temporarily or permanently, in a position outside the bargaining unit shall continue to accrue seniority.

6. Procedures for Temporary Modified Work

- a) In cases where the worker suffers **an** occupational injury or illness, the supervisor will complete **an** injury report and provide the worker with:
 - 1) **A** Form 6;
 - 2) Treating Health Care Practitioner letter; and
 - 3) Job Demands Analysis outlining the employee's work responsibilities (where available).
- b) The Treating **Health** Care Practitioner's letter should **be** completed by the treating Health Care Practitioner indicating the physical limitations, **expected** length of disability (prognosis) and the suitability for modified work.
- c) The Treating **Health** Care Practitioner's **letter** should be returned to the City's Health Care Practitioner and a summary of the restrictions, necessary accommodations **and** expected duration shall then be forwarded to the **Manager/Supervisor** immediately **after** the appointment, or as soon as practical.
- d) A worker who is capable of returning to **his/her** regular duties without restrictions must **provide** medical authorization from the treating Health Care **Practitioner**. A letter will be provided from the City's Health Care Practitioner to the **Manager/Supervisor**, indicating the worker has been cleared to return to work.
- e) For illnesses or injuries of a minor nature and duration not requiring the **intervention** of the M.W.P. Team, on receipt of information **from** the Treating Health Care Practitioner or WSIB that **the** worker is fit **for** temporary **modified** duties the City's Health Care Practitioner will contact the worker's department to determine if the worker can be accommodated **wlthin** his/her regular classification.
- f) If the **department is** unable to accommodate **the** worker's temporary disability as described in paragraph (e) or if the illness or injury requires the intervention of the M.W.P. **Team**, **the** process will be initiated to develop a rehabilitation plan.
 - i) **Job Modification:**
 - **the initial step will** be to modify the regular job and gradually increase the **activity** and hours in accordance with the medical recommendations. Consideration will also be given to modifying the work schedule if appropriate.

- ii) Temporary Reassignment:
 - if **the** worker's job cannot be modified, the worker will be reassigned to temporary **modified** work, within the same **department/division/section**.
 - if a reassignment **is** not possible within the department, then consideration will be given to other departments within the City, preferably within the same bargaining unit.
- g) Designated members of the M.W.P. Team will meet on a regular basis to follow-up on progress and assess the need for any changes in restrictions or duties being performed.
- h) Any changes to the rehabilitation plan must be approved by the Modified Work Program Team.
- i) Once the modified work assignment **has** ended, or earlier if **the** worker is medically certified to perform full duties, **he/she** will return to the regular job.

7. **Procedures for Permanent Modified Work**

- a) On receipt of information from the treating Health Care Practitioner or WSIB that the worker is fit for permanent modified duties, the M.W.P. Team will establish a rehabilitation plan.
- b) The M.W.P. Team will undertake a review of the worker's pre-accident job to determine if he/she is capable of performing the essential duties of the **job**. If not, **the** committee will evaluate the **available** accommodation options based on the following steps:
 - i) Accommodated Pre-accident Job - consider whether the job **can** be permanently **modified** to accommodate the worker and allow him/her to perform the essential duties of the job.
 - ii) Alternative Suitable Job Within the Division - consider alternative suitable jobs which the worker is capable of performing the essential duties of, with or without accommodation in accordance with the definition of Suitable Job in **Item #3**.
 - iii) Alternative Suitable Job Outside The Division But Within The Department - consider suitable **jobs** in different departments but still within the **pre-accident** bargaining unit using the above criteria.
 - iv) Alternative Suitable Job Outside The Department - consider suitable jobs outside **the** Department using the above criteria.
 - v) Alternative Suitable Job Outside the Bargaining Unit - consider suitable **jobs** outside **the** Bargaining Unit using the above criteria.

- c) **Once an appropriate available job has been located and agreed to by the M.W.P. Team a Rehabilitation Plan will be developed.**
- d) **In order for the injured worker to be considered for the job he/she must possess the minimum qualifications/skills or gain such through training and the program will adhere to the provisions of the Collective Agreement, where such provisions are not in contravention of existing legislation.**
- e) **There will be a regular follow-up with designated M.W.P. Team members to monitor the worker's condition and ability to perform the job.**
- f) **Any changes to the job duties or the extent of the accommodation must be approved by the M.W.P. Team.**
- g) **The worker will be paid at the wage rate assigned to that particular job unless lower than the pre-injury job then the worker will be paid in accordance with Article 21 (Employment Security).**

LOCAL 79 AND CITY TORONTO

Supplementary Memorandum of Agreement

PERMANENT PART-TIME EMPLOYEES; PILOT PROJECT

The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all terms of this Supplementary Memorandum to their respective principals.

1. Part-Time Pilot Project

- (a) It is understood and agreed that this Supplementary Memorandum represents all of the terms and conditions applicable to this Pilot Project.
- (b) An employee who participates in this Pilot Project will retain all rights and benefits that he/she has accumulated prior to entry into the project. The applicability of such rights and benefits while participating in this project will be determined in accordance with this Supplementary Memorandum.
- (c) Items/clauses not specifically contained/outlined in this Supplementary Memorandum are to be covered under the full-time Collective Agreement.
- (d) Prior to an employee agreeing to take a part-time pilot project position, the City shall furnish the employee with a detailed calculation of all payroll deductions applicable to the part-time position, including the cost of benefits, so that the employee is fully aware of his/her additional costs associated with the part time position. Further, prior to an employee agreeing to participate, the City shall explain to the employee the effects of his/her participation in the Pilot Project with respect to W.S.I.B., E.I., sick pay gratuity, L.T.D. and pension.

2. Term

This Pilot Project shall commence the first of the pay period following ratification of this Memorandum of Agreement and will operate concurrently with the full-time Collective Agreement.

Any employee who has commenced part-time work pursuant to this Memorandum shall, upon termination of this Project, be placed back into her/his former full-time position.

3. Scope

- (a) This part-time Pilot Project shall be available only to a permanent full-time employee within the Local 79 full time Bargaining Unit who has completed his/her probationary period.

- (b) The decision to create the permanent part time positions to be included in this project will be at the sole discretion of the Department Head.
- (c) Positions so created will be from the Wage Schedule referred to in Article 6 of the local 79 full-time Collective Agreement, and will have regularly scheduled hours of 14/16, 21/24, 28/32, 35/40, 42/48, 49/56 or 56/64 hours per bi-weekly pay period or such other schedule as may be agreed to by the parties.

4. Entry Into The Pilot Project

- (a) Should an employee wish to work on a part-time basis such employee must submit his/her request in writing to his/her Department Head concerned explaining the reasons for such request and the details of the part-time work he/she is requesting.

- (b) The Department Head will then meet with the employee in order to explore the possibility of accommodating the request.

In the case of a request made on compassionate grounds or due to extenuating or unusual circumstances, if the request cannot be accommodated in the employee's division, the Department Head will consider the request on the basis of similar work that is available in the employee's own department.

- (c) Should the Department Head be unable to grant the request, the employee shall be advised in writing of the reason(s) therefor. Said decision shall be at the sole discretion of the Department Head and shall not be unreasonably denied.

- (d) When a request is granted the part-time position will have a regular schedule as set out in 3 (c) above and approved by the Department Head in consultation with the employee concerned. The number of hours per day and the number of days per bi-weekly pay period shall be regularly scheduled. Any changes to the regular schedule shall occur with the mutual consent of the employee and the employer. Failing mutual consent, the final approval of the schedule shall be at the sole discretion of the Department Head.

The schedule shall remain in effect for the permanent employee for the duration of the part-time assignment unless the Department Head gives the employee four (4) weeks notice in writing that his/her part-time schedule is being changed permanently. If a temporary change in schedule is necessary due to an emergency the employee will be provided with as much notice as is possible.

- (e) Where, as a result of granting a request for part-time work, the Department Head decides to create an additional part-time work assignment utilizing the remainder of the weekly hours, this assignment shall be made available first to Local 79 employees within the same division and if not filled, within the same department.

Such additional part-time work assignment will be advertised in the department concerned for a period of ten (10) working days setting out the details of the assignment and the process for making application. Applicants from the division concerned will be considered before other applicants from the department. The selection of the applicant for such assignment shall be at the discretion of the Department Head.

Should an applicant be denied such assignment he/she shall be informed in writing of the reason(s) therefor.

5. Reversion to full-time Employment

Any employees participating in this project may either at his/her request or at the request of his/her Department Head return to his/her former full-time position by either party providing the other with three (3) months notice in writing of his/her desire to effect such reversion. Subject to there being mutual agreement between the employee and the Department Head the notice period referred to herein may be reduced or extended.

The reversion shall be effective the first of the pay period following the expiry of the notice period.

6. Seniority and Service

Seniority and service shall be in accordance with the full-time Collective Agreement.

7. Benefits

The following plans, as described in the Local 79 full-time Collective Agreement, shall be available to employees who participate in this Project:

- (a) Extended Health Care Benefits
- (b) Dental Benefits
- (c) Long Term Disability - Said benefit shall be based on the employee's estimated part-time annual income, which shall be calculated on the basis of the number of regular hours such employee works bi-weekly.
- (d) Group Life Insurance - Said benefit shall be based on the employee's estimated part-time annual income, which shall be calculated on the basis of the number of regular hours such employee works bi-weekly.
- (e) Accidental Death and Dismemberment Insurance - Said benefit shall be based on the employee's estimated part-time annual income, which shall be calculated on the basis of the number of regular hours such employee works bi-weekly.

With ~~the~~ exception of the premiums for Lung Term Disability, Group Life Insurance, and Accidental Death and Dismemberment Insurance, ~~where~~ such ~~employees~~ elect to participate and authorize a payroll deduction for his/her share of the premiums, the Employer shall pay a pro-rata portion of the premiums based on the following schedule:

Employee's Bi-Weekly Hours Worked	City Pays	Employee Pays
14/16	0%	100%
21/24	30%	70%
28/32	40%	60%
35/40	50%	50%
42/48	60%	40%
49/56	70%	30%
56/64	80%	20%

For purposes of this benefits section, "hours worked" shall include paid time off on sick leave, vacation, scheduled Designated Holidays or while in receipt of Workplace Safety and Insurance benefits.

CLARITY NOTE:

An employee working part-time under this project who is in receipt of Long Term Disability benefits will continue to be eligible for the benefit coverage in accordance with the above schedule based on his/her pro-rata schedule on the date of his/her total disability.

For the purpose of enrolment in any or all of the said benefit plans, there shall be three (3) "open" periods per year, from the first to the fifteenth days inclusive of the months of January, May and September of each year.

The City will pay 100% of the Long-Term Disability Insurance and Group Life Insurance premiums for employees who qualify for benefit coverage.

In the event an employee works any number of hours in excess of his/her bi-weekly schedule said employee will be placed in the next appropriate benefit schedule and the City will pay the premiums accordingly for the subsequent premium month.

In the case of any hours worked by an employee in excess of the maximum indicated on the benefit schedule, the City shall, for the next subsequent month, pay 100% of the benefit premiums,

Any and all benefits that require the employee to contribute are optional except pension.

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If an employee elects to participate, coverage shall commence **the first day of the month** following enrolment and payroll deductions shall commence on **the first** pay period in that month.

An employee ~~who~~ wishes to terminate **his/her** participation in ~~any~~ or all of the plans must do so in writing, giving at least **thirty** (30) days notice.

Employees who terminate coverage ~~in~~ any or all of ~~the~~ plans shall not be eligible to participate until the next "open" period.

8. Vacations

An employee shall be entitled to **vacation** in accordance ~~with his/her previous year's service in accordance with the full-time Collective Agreement.~~

Vacation entitlement will be **based** on calendar year service.

Vacation pay will be pro-rated in accordance with ~~an~~ employee's paid hours ~~or hours deemed to have been paid.~~ **Paid hours** will not include any overtime hours.

An employee's vacation with pay earned in the year previous to commencing such part-time work shall not be affected and may be taken in the normal way.

Upon commencement of such part-time work, ~~service~~ shall be calculated on the basis of **paid hours** or **hours deemed** to have been paid.

9. Leaves of Absence

Leave(s) of absence shall be in accordance with **the** full-time Local **79** Collective Agreement.

10. Sick Pay

(a) **Each employee shall receive** sick pay credits according to the employee's paid hours using the formula of **.06897** hours of sick pay credits for each paid hour, to a **maximum** of **126/144** hours per year. Scheduled days **off will not be** considered as breaking a month's **service**.

(b) Except as provided above, the payment and accumulation of **sick pay shall be governed by** the terms of the Local **79** full-time Collective Agreement with any necessary changes being made.

(c) **Sick Pay Gratuity shall be applicable** in accordance ~~with the terms of the full-time Collective Agreement with any necessary changes being made.~~

(d) Notwithstanding 10 (a), (b) and (c) above, employees of the former Borough of **East York Board of Health** who ~~were~~ **were** members of **the former ONA Unit, Local 5, shall be covered** on a pro-rata basis by Schedule **4**, item 10 of the full-time Collective Agreement and by **clauses** 11.1 I (a) and (b) of the full-time **Collective Agreement**.

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11. Designated Holidays

- (a) **The days to be designated as holidays shall be as follows: 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).**
- (b) When any of the above-named holidays **fall** on a Saturday or Sunday, (except Remembrance Day) the City shall designate an alternative day as the **day of observance of** such holiday, and it is agreed that **any** premium payable for working **on** a designated holiday shall not apply to such **Saturday** or Sunday. It **is** understood and **agreed** that **the** alternative day(s) so designated may fall immediately before and/or after such Saturday or Sunday, at the City's discretion.
- (c) **In** the case of Departments with seven (7) day operations, when an employee is scheduled to work a **shift**, the majority of the hours of which fall within the twenty-four (24) hour period of **the** actual holiday with respect to Christmas Day, Boxing Day, New Year's Day and Canada Day, the holiday premium will apply only to the actual holiday and not to the designated day of observance **of the** holiday, It being understood and agreed that in no circumstances will employees working in a **seven** (7) day operation be paid the premium rate of pay for both such actual **holiday** and the designated day of observance of that holiday.
- (d) An employee who is not required to work on a designated holiday shall **be entitled** to payment for the holiday **provided,**
 - (i) **Such employee** worked or was paid at least 8 shifts during the **two** pay periods immediately preceding the holiday, and
 - (ii) **Such employee was scheduled** to work in the **week** before and/or the **week** after the holiday, and they do in fact report for work as scheduled on their last **day** before the holiday and on their first scheduled day after the holiday, unless they are absent due to illness, injury or on approved leave.
- (e) Holiday **pay for** employees **who** work shifts of **less** than eight (8) or seven (7) hours **shall be** the average of the paid straight-time hours for all shifts worked in **the two** pay periods preceding the holiday.
- (f) Where such employees work on a designated holiday, they **shall** in addition to the holiday pay **outlined** above, be paid at the rate of one and one half times his/her regular rate for **all** hours **worked**.
- (g) Where an employee **has agreed** to or **is** scheduled to work on a designated holiday and fails to **do** so for reasons other than illness, such employee shall forfeit the pay for that **designated** holiday.

- (h) Each employee shall be **granted** one ~~(11)~~ rotating holiday per year in each calendar year, which **will** be taken **at a time that** is compatible with the operational requirements of ~~the~~ division concerned.

12. Overtime Pay

- (a) Each employee shall be paid at the rate of ~~time~~ and one half for all time worked in excess of 7, 8 or 12 hours per day or where applicable 35-40 hours per ~~week~~.
- (b) Lieu time is not applicable to participants of this project.

13. Shift Bonus

Shift bonus shall be ~~In~~ accordance with the full time ~~Collective~~ Agreement.

14. Grievance Procedure

The time limit for ~~filing and/or forwarding~~ a grievance to **Step 2 shall be** twenty (20) days. Other than the foregoing, ~~the~~ Grievance Procedure provisions of the Local 79 full-time Agreement shall apply with ~~any~~ necessary changes being made.

15. Lunch and Rest Periods

Lunch and rest ~~periods, where~~ applicable, **shall be** in accordance with the Local 79 full-time Agreement with any necessary changes ~~being~~ made.

16. Pensions

OMERS

Employees who participate in this Pilot Project must continue to make pension ~~contributions~~ in accordance with provisions of the OMERS regulations with respect to those persons designated as "Other Than Continuous full-time or OTCF".

For greater clarity, contributory earnings shall be as defined in the OMERS Regulations and shall be annualized for the purposes of determining pensionable earnings.

Credited Service will be based on total hours paid (excluding overtime hours) divided by the ~~total~~ number of regular hours normally paid multiplied by 12.

Predecessor Pension Plans

~~Employee(s)~~ **who** were members of pension plans other than the OMERS ~~plan~~ as of January 1, 1998 must continue to make pension contributions and shall receive pension benefits in accordance with ~~the~~ provisions of ~~those~~ plans with ~~to~~ part time work.

Without limiting the generality of the foregoing, the pension plans which apply, include, but are not limited to:

- Metro Toronto Pension Plan
- Toronto Civic Employees Pension Plan
- York Employees' Pension Plan

17. Workplace Safety and Insurance Benefits

- (a) Where in an **action** arising out of an accident to an employee of the City who is participating in this Project, the City recovers from a third person as the 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 City Solicitor, the surplus amount shall be **allocated** by the City in accordance with the requirements of the Workplace Safety and Insurance Act, 1997, S.O. 1997.
- (b) An employee who is injured on duty 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, shall receive compensation directly from the Workplace Safety and Insurance Board, the amount of which will be determined by the Workplace Safety and Insurance Act, 1997, S.O. 1997 and the Regulations.
- (c) An employee, **who** sustains a compensable injury **and**, as a **result, must** leave work before the **end** of his/her shift, shall be **paid** to the end of the shift.
- (d) Notwithstanding anything herein contained in this Memorandum, where an employee is absent due to a compensable injury, such employee shall upon their return to work, receive a **seniority credit** for such absence. Such seniority credit shall be calculated on the basis of the employee's average number of paid straight time hours per pay period during the eight (8) full pay periods immediately preceding the date of the accident. For purposes of clarity, a full pay period missed will be credited with the average number of paid hours as calculated above. **Where less than** a full pay period is missed, seniority shall be credited for days scheduled and not worked.
- (e) An employee who sustains a compensable injury shall continue her/his regular benefits and be given equivalent credit while on W.S.I.B.

18. Predecessor Part-Time Programs

Former Cities of: TORONTO (CUPE Local 79 – Supplementary Memorandum Of Agreement); NORTH YORK (O.N.A. Local 41- Memorandum of Understanding); YORK (ONA Local 59 – Letter of Understanding); ETOBICOKE (O.N.A. Local 29- Letter of Understanding); MUNICIPALITY OF METROPOLITAN TORONTO (CUPE - Local 79 – Full Time – Supplementary Memorandum of Agreement, Full time employees working in the Homes for the Aged - Letters of

Intent); SCARBOROUGH (CUPE ~~local~~ 3752-Collective Agreement); ET081COKE (CUPE 3431 – Letter of Understanding); EAST YORK (ONA Local 5 – Letter of Understanding).

Following ratification, the above list is subject to validation by the parties,

Any full time permanent or full-time “temporary” employee who, as at the date of ratification, are working in approved part-time/job share assignments within the above noted predecessor programs will continue to participate in the program, except that the terms and conditions governing his/her participation shall be subject to this **Supplementary Memorandum**. The new terms and conditions shall become effective within the thirty (30) calendar day period following ratification of this **Supplementary Memorandum**.

19. Further Discussions

If at any time during the term of this Pilot **Project** the parties find it necessary to amend the terms of this Memorandum in order to address any unanticipated **matters** that may **arise**, the parties agree to meet to discuss any such matter(s) and provided there is mutual agreement, effect any such amendment(s) that may be appropriate.

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Signed at Toronto this 17th day of December, 2002 on behalf of:

THE NEGOTIATING COMMITTEE OF THE
CITY OF TORONTO

William Adams (sinned)

Catherine Bossuyt (signed)

Linda Cuffe (sinned)

Rhonda Hamel-Smith (sinned)

Jane Allen (signed)

THE NEGOTIATING COMMITTEE OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 79

Ann Dembinski (signed)

Russ Armstrong (signed)

David Kidd (signed)

Nancy Murphy Maned)

Steve Kennev (signed)

George Alexopoulos (signed)

Zoriana Aronec (sinned)

Yvonne Bell (signed)

Vivolyn Blair Maned)

Carol Chavez (sinned)

Deborah Dixon (sinned)

Bob Feeney (signed)

Kathleen Figueroa (signed)

Doug Jones (signed)

Tim Maquire (signed)

Rita Messner (signed)

Sonia Moodie (signed)

Marv Steeves (signed)

Doug Stewart (signed)

Janice Stoveld Maned)

Fred Taylor (signed)

Derek Lue Maned)

ASSIGNED CUPE REPRESENTATIVE

WITNESS

Tim Armstrong (sinned)
TIM ARMSTRONG

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CITY OF TORONTO POLICIES

The attached City of Toronto policies were in place at the time the City and Local 79 agreed to append them to the Memorandum of Agreement. For the most up-to-date version of these and other City of Toronto policies, please log on to the City of Toronto intranet website.

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Human Resources Policies Earned Deferred Leave Category: Absence From Work	
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Policy Statement	<p>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.</p>
Application	<p>All employees listed below who have completed their probationary period are eligible for Earned Deferred Leave.</p> <ul style="list-style-type: none">• Non-union full-time permanent employees• CUPE local 79 full-time permanent employees in the Full Time Unit• CUPE local 416 employees• TPF Local 3888 permanent employees (with specific limitations) as provided in the Earned Deferred Leave - letter of Intent attached to the collective agreement.
Definitions	<p>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.</p> <p>Leave Options</p> <p>Employees may apply for any of the following earned deferred leave options:</p> <ul style="list-style-type: none">• 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
Conditions	<p>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,</p> <p>Enrolment</p> <p>An employee may apply for enrolment in the plan at any time of the year.</p> <p>An employee must obtain approval to enrol in the plan, from his/her executive director/general manager or designate.</p> <p>The executive director/general manager or designate may:</p> <ul style="list-style-type: none">• 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).

Implementation

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.

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.

Salary & Benefits

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.

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.
Date Approved	April 12, 2001
Revised	January 14, 2003 CUPE Local 79 Full Time Unit, Collective Agreement, May 2000, Letter of Intent, Prepaid Leave Plan.
Related Information	Toronto Civic Employees Union, Local 416, Mediator/Arbitrator Award, October 22, 2002. See also: Leave without Pay, Voluntary Leave of Absence

Human Resources Policies Leave without Pay Category: Absence From Work	
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Policy Statement

This **policy** allows employees **who** wish to take an extended period of leave for personal reasons to do so.

All employees listed below are eligible for Leave without pay.

Application

- **Non-union** full-time **permanent employees** who **have** completed their **probationary period**
- **CUPE local 79 employees**
- **CUPE local 416 employees**

Definitions

Leave without Pay: an authorized leave for up to a year without **pay or benefits**.

Employees may **apply for a leave period** of up to one year.

An employee must give notice of leave to his/her executive director to give the department time to **plan** for the employee's extended absence.

The minimum advance notice should be one month.

Employees may **apply for a leave** without pay at any time of the year.

The leave of absence must be approved by an employee's executive director/general manager or **designate**. When he/she receives a request, he/she may:

- **approve the request**
- approve the **request** but defer **the** leave
- deny the request.

Conditions

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 or denied he/she must explain the reasons to the **employee** and indicate whether the **employee's** request can **be** granted at some future date.

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 terms of the plan leave are documented and agreed to by both parties, when a leave is approved. This can be changed only by mutual consent.

Return *from leave*

An **employee** returning from **leave** without pay will return to his/her former position or a **suitable alternate position if available**.

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

Guidelines for Assessing Competing Requests for Leaves

On some occasions, two or more employees may request leaves at the same time. If it is not possible to accommodate all 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 may 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
- 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).

Implementation

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 situation given these factors, it is recommended that an objective criterion such as date of application be used to determine priority.

Benefits

This is a leave without pay and at no cost to the city. An employee has the option of discontinuing benefits or maintaining all benefits coverage at his/her own expense. An election form must be completed prior to the commencement of the leave and the employee must pay the benefit premiums before the leave begins.

OMERS Pension

Salary & Benefits

A leave without pay is a break in service. If an employee wants to maintain pension service credits he/she must pay both the employee's and city's pension contributions for the duration of the leave. An election form will be forwarded to the employee following the completion of the leave.

Vacation

Vacation is reduced for the period of the leave taken, on a pro-rated basis. For example, if an employee is on leave for six months he/she

does not earn any vacation during the period on leave but earns vacation for the balance of that year. The period of leave is not counted towards service requirements for calculating increases in vacation entitlements,

Canada Pension Plan and Employment Insurance

On a leave without pay an employee does not contribute to the Canada Pension Plan or 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 his/her local Employment Insurance Commission office.

Sick pay

No sick pay is accrued during the leave.

Approved by	Workforce Strategy Team for the Executive Management Team.
Date Approved	April 12, 2001
Revised	October 17, 2003 CUPE, Local 79, Full Time Unit, Mediator/Arbitrator Interim Award, September 24, 2002.
Related Information	Employees can apply for an unpaid leave of absence with benefits coverage, for up to 20 days per year, under the Voluntary Leave of Absence policy. See also: Earned Deferred Leave, Voluntary Leave of Absence.

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Human Resources Policies Military Service Category: Absence From Work	
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Policy Statement The City of Toronto supports employees who want to participate in the military reserve force and allows them to take a leave of absence to fulfill their reserve duties.

Application All employees listed below are eligible for Military Service leave.

- Non-union employees
- CUPE local 416 employees
- CUPE local 79 employees in the Full Time Unit

Conditions Employees can take a leave of absence with pay, for the two week period of absence, to attend *the* Canadian Armed Forces Reserve Training Program.

The maximum period of absence is two weeks in a calendar year. Employees applying for leave must provide their executive director/general manager or designate with a letter of support from their commanding officer.

Salary & Benefits Employees are paid their regular pay provided they submit any compensation received for military service to the city treasurer, unless this compensation is paid for days they are not scheduled to work. Compensation received for travelling expenses and meal allowance does not have to be returned to the city.

All benefits continue during the leave.

An employee's service is not affected by the leave. An employee's vacation entitlement, and pension credit do not change.

Approved by Senior Management Team

Date Approved July 29, 1999

Revised July 10, 2003

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CITY OF TORONTO

PARKING POLICY FOR EMPLOYEES WITH DISABILITIES

Policy

It is a requirement of **the** Ontario Human Rights Code to accommodate the needs of people with **disabilities** in a manner which most respects their dignity, if to do so does **not** create undue hardship. The Corporation of the City of Toronto, in accordance with the Human Rights Code, fully supports the principle of accommodation in the **workplace**.

Procedure

Employees with **disabilities** who are not allocated a free parking space under existing criteria will be considered for a parking space based on the following factors:

- The applicant has a disability which **can** be either permanent or temporary
- The applicant cannot walk unassisted for more than 200 metres (218 yards)
- **The** applicant cannot walk this **distance** unassisted without great difficulty or danger to health or safety
- **The use of** any form of public transportation including Wheel Trans is not a viable option.

For the purpose of obtaining parking privileges without cost, **employees will** be placed in one of **two** categories.

➤ Permanent:

An employee in this category, upon completion of an assessment with the City physician, will not require any further **proof** of disability.

➤ Temporary:

An employee in **this** category will **be considered** for a **parking** space for a limited time and will be subject to reassessment if extensions are requested.

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WAGE SCHEDULES

LOCAL 79 FULL TIME UNIT

AND

CITY OF TORONTO

The following is the wage schedule (Schedule 1) for the years – January 1, 2002 – December 31, 2002, January 01, 2003 – December 31, 2003 and January 1, 2004 – December 31, 2004.

The parties understand and agree that errors and omissions shall be identified at the earliest opportunity and, if unresolved, any dispute may be the subject of a grievance or an action at the Ontario Labour Relations Board.

The wage and salary information is based on positions in effect as of January 1st, 2002. Any change to the position information and rates set out in this Schedule, subsequent to the January 1st date, will be added upon renewal of the Collective Agreement.

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