

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

BETWEEN:

CITY OF TORONTO,

herein called the "The City",

OF THE FIRST PART,

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION No. 79 (Homes for the Aged Part Time Unit)**

herein called "Local 79",

OF THE SECOND PART,

WHEREAS on May 6, 1983 Local 79 was certified as the bargaining agent for part time employees of the former Municipality of Metropolitan Toronto, who are now employed by the City of Toronto in its Homes for the Aged; and

WHEREAS the bylaws of Local 79 as approved provide that membership in the Union shall be open to those employees of the City as described in the Recognition article as hereinafter set forth; and

WHEREAS the City and Local 79 have agreed to enter into a Collective Agreement effective from January 1, 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 mutually covenant and agree as follows:

12089(02)

- TOC 1 -

TABLE OF CONTENTS	ARTICLE	PAGE
Access to Child/Elder Care - Memorandum of Agreement		M17
ACQUAINTING NEW EMPLOYEES	26	46
Alternate Rates	9.06	8
Amalgamation and Restructuring Special Committee - Letter of Intent		58
Arbitration	19.08	32
Benefits	15	18
- Administrative and Underwriting Services for Employee Benefits - Memorandum of Agreement		M7
- Arrears	15.06	21
- Benefit Utilization and Premium Rates - Letter of Intent		22
- Change in Benefit Carrier	15.07	22
- Change in Marital Status or Dependants	15.03	21
- Disability Insurance (long-term)	15.01(b)	18
- Dental Benefits	15.01(a)	18
- Dental Benefits - Bonded Fillings - Memorandum of Agreement		M10
- Group Life Insurance	15.01(a)	18
- Mixture/Compounds - Memorandum of Agreement		M7
- Monitoring Committee	15.04	21
- Optional Group Life Insurance	15.02	20
- Plan Book	15.05	21
- Private Duty Nursing Coverage - Memorandum of Agreement		M8
- Representative	15.08	22
- Sclerotherapy - Memorandum of Agreement		M9
Bereavement Leave	20.01	36
Bereavement Leave - Memorandum of Agreement		M16
Call-In Work - Definition	1.01(b)	2
CHANGE OF ADDRESS	34	50
Change of Shift	11.03	13
City Of Toronto Policies - Memorandum of Agreement		M20
CONTRACTING OUT, Notice Of	39	54
CONVERSION OF HOURS	31	50
DEFINITIONS	1	2
- Call-in Work	1.01(b)	2
- Designated Holiday	1.03(b)	2
- Handicap	7.02	6
- Regularly Scheduled Work	1.01(a)	2
- Service and Seniority	1.02	2
- Shift Worked on Designated Holiday	1.03(a)	2
DESIGNATED HOLIDAYS	12	13
Definition of	1.03(b)	2
DESIGNATES	35	50
Direct Deposit	9.08	8

- TOC 2 -

TABLE OF CONTENTS	ARTICLE	PAGE
Disability Insurance (Long term)	15.01(b)	18
Disciplinary Discussions and Notations	19.24	34
Dispute Resolution Training - Letter of Intent		35
Documentation Retention - Memorandum of Agreement		M15
Domestic Violence - Letter Of Intent		59
Dues Deductions	5.02	5
EDUCATION, TRAINING AND UPGRADING PROGRAMS	41	55
Educational Opportunity - Letter of Intent		56
EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE	27	47
Employee Assistance Programs - Letter of Intent		60
EMPLOYMENT EQUITY	40	54
Expedited Grievance Process - Letter of Intent		36
Exploring Means of Ensuring Sufficient Staff in Specific Classifications - Memorandum of Agreement		M14
Extended Health Care Benefits	15.01(a)	18
Floating Holidays - Letter of Intent		14
GRIEVANCE PROCEDURE	19	30
- Benefits	19.23	34
- Committee	19.04	30
- Disciplinary Discussions and Notations	19.24	34
- Disciplinary Notations (Removal)	19.26	35
- Grievance and Arbitration Provisions - Letter of Intent		35
- Group	19.18	35
- Management	19.22	34
- Policy	19.17	33
- Promotions and Appointments	19.20	34
- Sexual Harassment/Harassment or Discrimination	19.21	34
- Step One - Dispute Resolution	19.06 (i)	30
- Step Three	19.06 (ii)	31
- Step Two	19.06 (iii)	31
- Suspension or Discharge	19.19	33
Group Life Insurance	15.01(a)(iv)	18
Group Life Insurance - Optional	15.02	20
Group Life Insurance - Optional - Memorandum of Agreement		M6
HEALTH AND SAFETY	22	43
Health and Safety - Letter of Intent		44
Health and Safety Policies - Letter of Intent		44
HEALTH/DENTAL/GROUP LIFE AND LONG TERM DISABILITY	15	18
Ill Dependant Leave	20.10	40
Increments	9.02	7
- Alternate Rate	9.07	8
- Effective Date	9.03	7
- Pregnancy/Parental Leave	9.04	8

- TOC 3 -

TABLE OF CONTENTS	ARTICLE	PAGE
Information Requests - Letter of Intent		5
Insurance (Group Life)	15.01(a)	18
Joint City-Local 79 Committees - Letter of Intent		57
Joint Committees - Letter of Intent		59
Jury or Witness Service	20.02	37
LABOUR-MANAGEMENT COMMITTEE	37	53
Layoff and Recall	16.04	24
LEAVE OF ABSENCE	20	36
- Attend Labour Conventions/Conferences	20.12	41
- Attend to the Business of Local 79	20.13	41
- Bereavement Leave	20.01	36
- Citizenship Leave	20.08	40
- Extend Leave of Absence (Without Pay) - Letter of Intent		42
- Full time Health and Safety Rep	22.05	44
- Full-time Local 79 Positions	20.11	40
- Ill Dependant	20.10	40
- Jury Duty or Witness Service	20.02	37
- Negotiating Committee	20.14	41
- Participation in Elections - Letter of Intent		42
- Personal Leave	20.09	40
- Pregnancy and Parental Leave	20.03	38
LEGAL EXPENSES	23	45
Legislative Change - Letter of Intent		60
LETTERS OF INTENT	38	53
Local 79 Negotiating Committee	20.14	41
Long Service Part-time Employees - Letter of Intent		29
Long Term Care Funding - Memorandum of Agreement		M19
Long Term Disability	15.01(b)	18
Long Term Disability Recipients - Letter of Intent		58
LUNCH AND REST PERIODS	11	12
MANAGEMENT'S RIGHTS	4	4
Mandatory Retirement	36.01	51
Mediation	19.07	31
MEMORANDUM OF AGREEMENTS ITEMS		M19
Merger - Letter of Intent		59
Mileage Allowance	30.01	49
Modified Work Program - Letter of Intent		59
Movement Between Bargaining Units - Letter of Intent		60
NO DISCRIMINATION OR HARASSMENT	7	6
NO STRIKE OR LOCKOUT	24	46
Notice to Bargain	32	50
Optional Group Life Insurance	15.02	20
Optional Group Life Insurance - Memorandum of Agreement		M6

TABLE OF CONTENTS	ARTICLE	PAGE
Overtime	10.01	11
Parking Policy for Employees with Disabilities - Memorandum of Agreement		M21
Participation in Elections - Letter of Intent		42
PAY EQUITY	43	57
- Special/Pay Equity Reserve Fund - Letter of Intent		57
Pay for Short Notice Shift	10.05	12
Payment When No Work Available	10.04	12
PENSIONS AND RETIREMENT	36	51
- Buy-Back of Optional Pensionable Service – Letter of Intent		52
- Pension Education - Letter of Intent		52
- Pension for Less Than Full-time Union Leaves - Letter of Intent		51
- Pensions - Letter of Intent		52
- Pensions - Other than Full-time Employees - Letter of Intent		52
Personal Leave	20.09	40
PLURAL	25	46
Pregnancy/Parental Leave	20.03	38
- Pregnancy Leave Top Up	20.04	38
- Parental Leave Top Up	20.05	39
Pregnant Employee - Modified Work Duties	22.03	38
Pregnant Employee - VDT – Temporary Re-assignment	22.02	43
PREMIUM PAY PROVISIONS	10	11
- Overtime	10.01	11
- Registered Nurse - In Charge	10.06	12
- Shift Bonus	10.02	11
- Substantial Availability Bonus	10.03	11
PRESERVATION OF CITY PROGRAMS	42	56
PRINTING OF THE COLLECTIVE AGREEMENT	33	50
Printing Special Formats - Memorandum of Agreement		M19
PROBATIONARY PERIOD	6	6
PROMOTIONS AND APPOINTMENTS	17	24
- Appointments and Reclassifications - Letter of Intent		27
PROTECTIVE CLOTHING	21	42
PURPOSE	2	2
Rate and Job Classification Harmonization Process - Letter of Intent		9
RECOGNITION	3	3
Regularly Scheduled Work - Definition	1.01(a)	2
Resignation, Right to Rescind	16.03	23
Role of the Union - Letter of Intent		53
SCHEDULING	18	27
- Scheduling and Seniority Study - Memorandum of Agreement		M12
- Scheduling of Meetings with 79 Representatives	5.07	5

- TOC 5 -

TABLE OF CONTENTS	ARTICLE	PAGE
SENIORITY	16	23
Seniority/Service, Loss of	16.02	23
Seniority Lists	16.06	24
Seniority Lists, Posting of - Memorandum of Agreement		M18
Service - Definition	1.02	2
Sexual Harassment	8	7
Sexual Harassment Grievances	19.21	34
Shift Bonus	10.02	11
Shift Worked on a Designated Holiday - Definition	1.03(a)	2
Shortage of Pay - Letter of Intent		9
SICK PAY	14	17
Stewards	19.27	35
Substantial Availability bonus	10.03	11
Suspension or Discharge Grievances	19.19	33
Technological Change - Letter of Intent		56
Temporary Full-time Assignments	18.05	28
TERM OF AGREEMENT AND NOTICE TO BARGAIN	32	50
TRANSFER, REQUEST FOR	28	47
TRANSPORTATION	30	49
- Parking Policy for Employees with Disabilities- Memorandum of Agreement		M21
- Tokens/Tickets	30.02	49
- Transportation- Letter of Intent		49
- Transportation Allowance	30.01	49
Tuition Reimbursement- Letter of Intent		55
Union Dues	5.02	4
UNION SECURITY	5	4
Use of Employment Insurance Rebate - Letter of Intent		22
VACATION PAY AND VACATION LEAVE	13	15
WAGE SCHEDULE		W1
WAGES AND SALARIES	9	7
- Pay For Short Notice Shift	10.05	12
- Payment When No Work Available	10.04	12
- Wages - Memorandum of Agreement		M2
Working Concurrently in Two or More Local 79 Part-time Bargaining Units - Letter of Intent		60
WORKPLACE SAFETY AND INSURANCE BENEFITS	29	47

Article 1
DEFINITIONS

- 1.01(a) "Regularly scheduled work" - work regularly scheduled to part-time employees to fill in the gaps in the work schedule resulting from such factors as the maintenance of seven-day coverage as well as vacations and leaves of absence taken by full-time employees. In general, this work is available for part-time employees when the work schedule is compiled and is thus included thereon. "Regularly scheduled work" shall include work, which becomes available and can be assigned twenty-four (24) hours prior to the actual implementation of work schedules. All other work shall be defined as "Call-in" work.
- 1.01(b) "Call-in work" - Work for part-time employees that is not known to be available in sufficient time to be scheduled or assigned with more than minimal, if any, advance notice.
- 1.02 "Service" is synonymous with seniority and shall be defined as all hours paid to a maximum accumulation of 2,080 hours per calendar year, including periods of full-time temporary employment in the Full-time Bargaining Unit.
- 1.03(a) "Shift worked on a designated holiday," means a shift where the majority of hours fall within the twenty-four (24) hour period of the holiday.
- 1.03(b) "Designated Holiday" means those days designated by the City as the official days of observance of the following holidays: 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, and Friday), except that for the purpose of this Agreement, the following holidays shall be observed on the actual holiday instead of the designated day: New Year's Day, Canada Day, Christmas Day and Boxing Day.

Article 2
PURPOSE

- 2.01 Both parties to this Collective Agreement are desirous of ensuring that optimum resident care is provided and maintained in the Homes for the Aged.

Such care shall be provided and maintained by the Employer through the utilization of the employees of the Employer other than in exceptional short-term circumstances.

To this end, the Employer shall employ a full-time work force. The Employer shall also employ a sufficient number of part-time employees, whose sole purpose shall be to supplement the full time work force.

Nothing in the Collective Agreement shall be deemed to prohibit the City from participating in student training programs or the involvement of volunteers providing such participation and involvement would not displace employees.

Article 3 RECOGNITION

3.01 The City recognizes the Union as the sole bargaining agent for all part-time employees in the Homes for the Aged Division of the Department of Community and Neighbourhood Services in the bargaining unit described in certificate number 2735-82-R issued by the Ontario Labour Relations' Board and dated May 6, 1983, that is, all employees in its Homes for the Aged Division in the Province of Ontario save and except:

- (i) Resident Food Services Supervisor; Housekeeper; Assistant Administrator; Nurse Manager; and
- (ii) persons above the rank of Resident Food Services Supervisor, Housekeeper, Assistant Administrator, Nurse Manager; and
- (iii) persons covered by subsisting Collective Agreements between the City and CUPE, Local 79 and the Toronto Civic Employees Union, Local 416; and
- (iv) persons working for fewer than 40 hours per week performing duties which are the same as the duties performed by persons covered by the subsisting Collective Agreement between the City and Toronto Civic Employees Union, Local 416.

3.02 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 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 19.06. Such grievance shall be initiated at Step 3 of the grievance procedure.

Article 4 MANAGEMENT RIGHTS

- 4.01 The Union and the employees recognize and acknowledge that it is the exclusive function of the City to:
- (i) maintain order, discipline and efficiency;
 - (ii) hire, discharge, layoff, direct, classify, transfer, 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.
- 4.02 The City agrees that it will not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.

Article 5 UNION SECURITY

- 5.01 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.
- 5.02 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, and
 - (ii) continue to make such deductions until this Agreement is terminated and
 - (iii) within one (1) week after making of each such deduction, pay the sum so deducted to Local 79.
- 5.03 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 the meeting at which any change in such dues and contributions is made.
- 5.04 Local 79 will save the City harmless from any and all claims, which may be made against the Employer for appropriate amounts deducted from pay pursuant to clause 5.02.
- 5.05(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.
- 5.05(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.
- 5.06 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.
- 5.07 When meetings are held between Local 79 representatives and the City, the City will make reasonable efforts to schedule such meetings during their working hours.

LETTER OF INTENT
INFORMATION REQUESTS

Local 79 and the City shall meet during the term of the Collective Agreement to discuss information requests by Local 79 as they pertain to the Homes for the Aged Part-Time bargaining unit. The City will endeavour to provide where possible the information as requested by Local 79.

Article 6
PROBATIONARY PERIOD

- 6.01 Notwithstanding anything to the contrary in this Agreement contained, the City shall have the exclusive right to discharge employees within the first one thousand and forty (1,040) paid hours within the latest period following any severance of employment as defined in clause 16.02, such period to be called "the probationary period". 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. The employee shall be notified by the City when his/her probationary period has been completed and he/she shall accordingly be credited with one thousand and forty (1,040) paid hours. For the purposes of this clause solely, the one thousand and forty (1,040) paid hours referred to herein shall not include hours paid while in receipt of Workplace Safety and Insurance Benefits.

Article 7
NO DISCRIMINATION OR HARASSMENT

- 7.01 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.
- 7.02 In this Article, the term "handicap", as provided in clause 7.01 shall be as defined in the Human Rights Code, R.S.O. 1990, as amended.
- 7.03 The prohibition within clause 7.01, with respect to handicap shall not apply where the requirement, qualification or consideration is a reasonable and bona fide 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.

**Article 8
SEXUAL HARASSMENT**

- 8.01 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 9
WAGES AND SALARIES**

- 9.01(a) Effective January 1, 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 are to be used only for the purpose of annual estimates and/or information by the Department and the Homes for the Aged Division.
- 9.01(b) Effective January 1, 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 are to be used only for the purpose of annual estimates and/or information by the Department and the Homes for the Aged Division.
- 9.01(c) Effective January 1, 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 are to be used only for the purpose of annual estimates and/or information by the Department and the Homes for the Aged Division.

Increments

- 9.02 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.
- 9.03 Increments shall be effective at the beginning of the pay period following the completion of each one thousand, nine hundred and sixty (1,960) paid hours, except in the case of the first incremental increase which shall require the completion of two thousand and eighty (2,080) paid hours.

- 9.04 An employee's anniversary date for an increment shall not be adjusted as a result of any pregnancy or parental leave taken pursuant to clauses 20.03(a) or 20.03(b).
- 9.05 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 19.17 (Policy Grievance) hereof.

Alternate 1

- 9.06 Subject to clause 9.07, 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 02, 2002, this rate will be increased to sixty-five cents (65¢) per hour.

- 9.07 Subject to clauses 9.02, 9.03 and 9.06 where an employee is assigned to perform the regular duties of a higher-rated position and actually works sufficient time in such higher-rated position to qualify for an increment or an automatic adjustment 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 the increment.

In addition to actual time worked, all time that an employee is absent on paid leave, receiving sick pay in accordance with Article 14 (Sick Pay) or on paid holidays 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 commence to accumulate such aggregate qualifying time immediately following the effective date of the initial increment.

- 9.08 All employees shall as a condition of employment participate in payroll direct deposit.

**LETTER OF INTENT
SHORTAGE IN PAY**

In the event that an employee's pay has a shortage of three (3) 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
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.

1. 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.
7. 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. Failing 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 10 PREMIUM PAY PROVISIONS

- 10.01 Each employee shall be paid at the rate of time and one-half for time worked in excess of eight (8) hours per day or eighty (80) hours in a biweekly pay period.
- 10.02 Each employee who 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 3, 2002 this rate will be increased to seventy cents (70¢) per hour.
- Effective January 01, 2003 this rate will be further increased to seventy-five cents (75¢) per hour.
- 10.03 Where an employee demonstrates current and substantial availability reasonably throughout the calendar year for work on shifts where the majority of hours fall on a Saturday and/or Sunday and such employee actually works a minimum of three hundred and eighty-four (384) hours on

such shifts, he/she will receive a lump sum payment of two hundred and forty one dollars and ninety-two cents (\$241.92) in addition to any other shift bonus he/she may have received.

Effective September 3, 2002 this lump sum amount will be increased to two hundred and sixty-eight dollars and eighty cents (\$268.80).

Effective January 01, 2003 this lump sum amount will be further increased to two hundred and eighty-eight dollars (\$288.00).

Said lump sum amount shall be paid on or about December 31st of each year.

10.04 Whenever a part-time employee is scheduled or is called in, reports for work and is advised that no work is available, he/she shall be paid three (3) hours pay at his/her regular rate.

10.05 Where an employee is called into work a shift on less than one (1) hours notice, he/she shall be paid for the entire shift, provided he/she reports within the first hour of the call.

10.06(a) Effective December 1, 2002 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 cents (\$1.25) per hour in addition to his/her regular rate of pay and any other shift premium.

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

10.06(b) 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.

Article 11 LUNCH AND REST PERIODS

11.01 Each part-time employee who works a shift of more than four (4) hours duration shall be afforded a meal break of not more than one (1) hour between the third and fifth hour of the shift except in the case of an emergency when such lunch period shall be at the discretion of the

immediate supervisor of such employees. It shall be understood and agreed that the City shall be the sole judge of what constitutes an emergency. Where possible, employees should be permitted to leave their work location during such period.

- 11.02 Each part-time employee 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.
- 11.03 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" regularly scheduled shift and the commencement of the "new" regularly scheduled shift. If an employee's "new" regularly scheduled shift commences during such rest period, he/she shall be paid at the overtime rate for all hours worked on the first shift. It is understood and agreed that this provision shall have no application to call-in work.

Article 12 DESIGNATED HOLIDAYS

- 12.01 An employee who is not required to work on a designated holiday shall be entitled to payment for the holiday provided,
- (i) he/she works at least eight (8) shifts during the two pay periods immediately preceding the holiday, and
 - (ii) in the event that he/she is scheduled to work in the week before and/or the week after the holiday, he/she does in fact report for work as scheduled on his/her last day before the holiday and his/her first scheduled day after the holiday, unless he/she is absent due to illness, injury or on approved leave. This provision does not apply to call-in work.
- 12.02 Any employee **who** does not qualify for statutory holiday pay in accordance with clause 12.01 above shall be paid holiday pay in accordance with the Employment Standards Act, 2000, S.O. 2000, as amended, as follows:
- (i) An employee who is not required to work on a designated holiday as defined in clause 1.03 shall be entitled to payment for the designated holiday provided that he/she works the entirety of his/her shift before and after the designated holiday.
 - (ii) Notwithstanding clause 12.01, where an employee demonstrates reasonable cause for not attending the shifts before and after the

designated holiday as required in clause 12.01, he/she shall qualify for designated holiday pay.

- (iii) An employee who is required to and actually works the entirety of his/her shift on a designated holiday shall be paid designated holiday pay, plus time and one half (1 ½) for all hours worked on the designated holiday.
- (iv) Notwithstanding clause 12.03, where an employee demonstrates reasonable cause for not attending work as required in clause 12.03, he/she shall qualify for designated holiday pay.
- (v) The designated holiday pay referred to in this article shall be calculated in accordance with the Employment Standards Act, 2000, S.O. 2000, as amended, as follows:

Add all of the regular wages and vacation pay payable in the four work weeks before the work week in which the designated holiday occurred and divide this sum by twenty (20).

12.03(a) Where such employee works on a designated holiday, he/she shall in addition to the holiday pay outlined above, be paid at the rate of time and one half (1 ½) for all hours worked.

12.03(b) 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.

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

LETTER OF INTENT
FL ; H A

Where an employee works eighty (80) hours per pay period, and actually works such hours or is in receipt of sick pay, WSIB or is on an approved leave of absence for a minimum of eight (8) consecutive pay periods, he/she shall be granted two (2) floating holidays within the same calendar year.

The floating holidays will be taken within the calendar year in which he/she qualifies and will be taken in a manner that is compatible with the operational requirements of the Home concerned.

Notwithstanding the above, where an employee is unable to take his/her floating holidays within the calendar year in which they were earned because the employee became eligible in December of that year and if the employer is unable to schedule the employee's floating holiday(s) prior to the end of the year due to operational needs,

he/she shall have until March 31 of the next year in which to take their floating holiday(s), subject to operational needs.

**Article 13
VACATION PAY AND VACATION LEAVE**

Effective for the period ending December 31, 2002.

13.01A As part of their bi-weekly pay, employees shall receive vacation pay as follows:

- (a) Employees who have not yet completed two thousand and eighty (2,080) paid hours shall receive vacation pay of four percent (4%) of their earnings;
- (b) At the beginning of the pay period following completion of two thousand and eighty (2,080) paid hours, their vacation pay shall be increased to six percent (6%) of their earnings. In addition the employee shall receive a retroactive payment of two percent (2%) of his/her earnings in the previous twenty-four (24) calendar month period.
- (c) At the beginning of the pay period following completion of seventeen thousand, seven hundred and sixty (17,760) paid hours, their vacation pay shall be increased to eight percent (8%) of their earnings.
- (d) At the beginning of the pay period following completion of thirty three thousand, three hundred and twenty (33,320) paid hours, their vacation pay shall be increased to ten percent (10%) of their earnings.

Effective January 01, 2003 vacation pay and vacation leave shall be in accordance with the following:

Duration of Employment	Vacation Pay
Not yet completed 2,080 paid hours	4% of gross pay annually
Upon completion of 2,080 paid hours	6% of gross pay annually
Upon completion of 17,760 paid hours	8% of gross pay annually
Upon completion of 33,320 paid hours	10% of gross pay annually
Upon completion of 39,984 paid hours	12% of gross pay annually
Upon completion of 46,648 paid hours	14% of gross pay in that year only

13.02B Upon completion of 2,080 paid hours, the employee shall receive a retroactive payment of two percent (2%) of his/her earnings in the

previous twenty-four **(24)** calendar months period in addition to the **6%** noted in **13.01B**.

13.03B Each employee who has completed twelve **(12)** calendar months of employment with the City shall be entitled to ~~two~~ **(2)** weeks vacation time annually. Vacation pay shall be in accordance with **13.05B** below.

13.04B Each employee who has completed 2,080 paid hours shall be entitled to three **(3)** weeks vacation time annually. Vacation pay shall be in accordance with **13.05B** below.

13.05B The per cent of gross pay as described in **13.01B** will be referred to as "vacation pay". The employee shall choose one of the following three ways of receiving payment of the vacation pay:

- (a) receive vacation pay on each **bi-weekly** pay, in the year it is earned
OR
- (b) bank the vacation pay and receive a lump-sum payment semi-annually in June and December of the year it is earned
OR
- (c) bank the vacation pay for use as paid time off in the following calendar year.

13.06B Should the employee choose option (c) of clause **13.05B** the following will apply:

- (a) Vacation leave shall be scheduled in accordance with operational requirements and must be taken prior to the end of the calendar year;
- (b) During vacation leave the employee will be paid from the vacation pay bank accrued in the previous year at an amount appropriate for the time off. For example, if the employee chooses to take three weeks vacation, the payment from the vacation pay bank will be **1/3** of the bank per week of vacation leave;
- (c) Any vacation pay owing at the end of the year (which had been earned in the previous calendar year) **will** be paid out and may not be carried over to the next calendar year.

13.07B Where the employee chooses option **13.05B(a)**, (b) or (c) the vacation pay shall be divided by the employee's hourly rate and the resultant calculation of hours paid shall be credited to the employee's service and seniority hours accordingly, semi-annually.

- 13.08B If an employee chooses to change options available under 13.05B the employee must inform Payroll, using the appropriate form, no later than June 30th to begin banking vacation pay in the next calendar year or to begin receiving vacation pay bi-weekly in the next calendar year.
- 13.09B A designated holiday which falls within a vacation period shall not be considered as a day of vacation.

Article 14
SICK PAY

- 14.01(a) Each employee shall receive a sick pay credit of twelve (12) hours for each one hundred and sixty (160) paid hours, such credits to be cumulative as from the beginning of the pay period ending in the first month after the commencement of employment.
- 14.01(b) Such credits shall be available for use after the employee has completed their probationary period in accordance with clause 6.01.
- 14.01(c) Except where an award is made under the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended, any employee, upon being qualified for sick pay, shall be eligible to receive sick pay, upon the authorization of the Department Head, at full wage rate for any time lost by reason of illness or injury, other than for time lost because the employee was unable to respond to a call-in, to the full extent of the sick pay credits available to him/her at the time of each absence, provided that the sick pay may not be authorized if the Department Head has reasonable grounds to believe that the absence was not due to illness or injury.
- 14.01(d) The number of hours for which an eligible 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.
- 14.01(e) When a regularly scheduled employee is admitted to hospital as an in-patient as the result of illness or injury, he/she shall be entitled to claim sick pay on the basis of the number of hours he/she is normally scheduled to work per pay period, based on the average of the preceding eight (8) pay periods, for the duration of his/her absence due to illness or injury. Such claim for sick pay cannot exceed the sick pay credits available to him/her at the time of any absence.

Article 15
HEALTH AND GROUP LIFE PLANS

15.01(a) The following plans, as described in the full-time agreement, shall be available to part-time employees who have completed one thousand and forty (1,040) paid hours, with the City paying a pro-rata portion of the premiums for those benefits which they choose:

- (i) Extended Health Care Benefits
- (ii) Dental Benefits
- (iii) Group Life Insurance in the amount of five thousand dollars (\$5,000)
- (iv) The employer shall provide, as an option, available to those employees who request it in writing, Group Life Insurance in an amount of fifteen thousand dollars (\$15,000); provided that for the employees who elect to take up such option, such Group Life Insurance shall be deemed to include the five thousand dollars (\$5,000) coverage under 15.01(a) (iii) hereof, and for each premium period the cost of the premium shall be on a pro-rated basis as outlined in clause 15.01(c). Effective September 12, 2002, the employer shall provide, as an option, available to those employees who request it in writing, Group Life Insurance in an amount of twenty thousand dollars (\$20,000); provided that for the employees who elect to take up such option, such Group Life Insurance shall be deemed to include the five thousand dollars (\$5,000) coverage under 15.01(a) (iii) hereof, and for each premium period the cost of the premium shall be on a pro-rated basis as outlined in clause 15.01(c).

15.01(b) The City will, through an insurer authorized to carry on business in the Province of Ontario, arrange a long term disability plan for employees, to provide a long term disability benefit of seventy-five percent (75%) of the employee's regular paid earnings (exclusive of overtime, shift bonus and other bonuses) during the twenty-six (26) consecutive pay periods preceding the onset of disability insurance to a maximum of four thousand seven hundred and fifty dollars (\$4,750) per month.

Effective March 1, 2003, the City will, through an insurer authorized to carry on business in the province of Ontario, arrange a long term disability plan for employees, to provide a long term disability benefit of seventy-five percent (75%) of the employee's regular paid earnings (exclusive of overtime, shift bonus and other bonuses) during the twenty-six (26) consecutive pay periods preceding the onset of disability insurance, each month.

Said amount is inclusive of any benefits paid under any pension plan, insurance plan, Workplace Safety and Insurance Benefits or other plan to

which the City makes any contribution. Such long term disability benefit is to be payable after six (6) continuous months absence from work on account of illness or injury: Provided that no employee shall be eligible for long term disability payments so long as he/she is in receipt of sick pay benefits from the City.

15.01(c) Where such employees elect to participate and authorize a payroll deduction for their share of the premiums, the City shall, subject to clauses 29.03, 20.03(d) and 20.06(b) pay a pro-rata portion of the premiums for those benefits they choose on the following basis for employees in forty (40) hour per week job classifications:

- (i) 0-127 hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums;
128-191 hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums;
192-255 hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums;
256-383 hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums;
384-511 hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums;
512 or more hours worked during the preceding eight (8) pay periods, one hundred percent (100%) of the premiums.

Where such employees elect to participate and authorize a payroll deduction for their share of the premiums, the City shall, subject to clauses 29.03, 20.03(d) and 20.06(b), pay a pro-rata portion of the premiums for those benefits they choose on the following basis for employees in thirty-five (35) hour per week job classifications:

- (ii) 0-111 hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums;
112-167 hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums;
168-223 hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums;
224-335 hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums;
336-447 hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums;

448 or more hours worked during the preceding eight (8) pay periods, one hundred percent (100%) of the premiums.

- 15.01(d) For purposes of Article 15 only "hours worked" shall include time off while an employee is in receipt of sick pay in accordance with Article 14 or while in receipt of a Workplace Safety and Insurance Benefits in accordance with Article 29.
- 15.01(e) For the purpose of enrolment in any or all of the plans, there shall be three (3) "open" periods per year, from the first to the fifteenth day inclusive of the months of December, April and August of each year.
- 15.01(f) Prior to the beginning of each open period, each employee will receive a summary of the hours he/she has worked in the previous eight (8) pay periods and a summary of the amount of both the employer's and the employee's portion for each benefit.
- 15.01(g) If the 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 ending in that month.
- 15.0 (h) The open period for a new employee shall be for the ~~two~~ (2) weeks following the pay period in which the employee completes his/her probationary period, and coverage shall commence on the first day of the month following enrolment.
- 15.0 (i) Employees who decline coverage shall not be eligible to participate until the next "open" period.
- 15.01(j) Employees who wish to terminate their participation in any or all of the plans must do so in writing, giving at least thirty (30) days notice.

Optional Group Life

- 15.02(a) 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 and individual coverage is subject to approval by the insurer.
- 15.02(b) 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 and individual coverage is subject to approval by the insurer.

Change in Marital Status or Dependants

- 15.03 Each employee shall report any changes in marital status or increase or decrease in dependants.

Benefits Monitoring Committee

- 15.04 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 the Local **79** and the City.

The Committee shall meet at the request of either party.

Benefit Plan Book

- 15.05 The City shall provide each employee a copy of the benefit plan book and shall provide updates when they occur to each employee who enrolls in the plan or requests a copy. 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.

Arrears

- 15.06(a) Should the employee have insufficient earnings to cover the required payroll deduction, the employee will be notified that he/she is required to provide post-dated cheques for the monthly premiums remaining in the calendar year, including premiums missed to date.
- 15.06(b) Should the employee's premiums be in arrears for a second consecutive month, the benefit coverage will be terminated at the end of the second month.
- 15.06(c) When the employee returns to work he/she must reimburse the City for his/her share of the premium cost in arrears if such arrears are not otherwise cleared. The City shall advise the employee in advance of any schedule of recovery in advance of implementation of recovery of said arrears. The recovery schedule shall not exceed the maximum permitted

by the Wanes Act, R.S.O. 1990, as amended; unless the parties agree otherwise.

15.06(d) In the situation where an employee's benefit coverage has been terminated because of non-payment, such employee will not be eligible to re-enrol in the benefit plan until the next open period and is contingent upon the City receiving full recovery of arrears.

In Benefit Carrier

There shall be a provision in the collective agreement that a change of carrier shall not result in a change in the benefit plan.

Benefits Representative

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

Note: Benefit improvements under Article 12 as provided for in the full-time Interim awards issued September 24 and November 1, 2002, and the supplementary award issued February 28, 2003, flow through to the part-time Homes for the Aged Unit as per Article 15 of the part-time Homes for the Aged Unit Collective Agreement.

**LETTER OF INTENT
USE OF EMPLOYMENT INSURANCE REBATE**

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

**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 16
SENIORITY

- 16.01(a) For the purposes of determining a seniority date, an employee's aggregate paid hours will be converted by using the following formula: one thousand, nine hundred and sixty (1,960) paid hours equals one (1) year except that in an employee's first year of employment with the City, two thousand and eighty (2,080) paid hours equals one (1) year.
- 16.01(b) An employee's seniority shall be calculated from his/her initial date of hire, provided he/she is not absent from work for any period exceeding twelve (12) continuous months for reasons other than illness, WSIB (in accordance with Article 29), injury, layoff or an approved leave of absence. If he/she has been so absent, his/her seniority shall accumulate from his/her last date of hire.

Loss of Seniority

- 16.02 An employee shall lose all seniority if:
- (i) he/she voluntarily terminates his/her employment subject to the right to rescind in clause 16.03;
 - (ii) he/she is discharged for reasonable cause;
 - (iii) he/she fails to report for scheduled work within ten (10) working days from the date he/she is recalled to work under the provisions of clause 16.04;
 - (iv) he/she is not recalled to work within twenty-four (24) months of the date of his/her removal from work pursuant to the staff reduction article;
 - (v) he/she does not work for any period exceeding twelve (12) continuous months for reasons other than illness, injury, layoff or approved leave of absence; or
 - (vi) on six (6) or more occasions in the calendar year he/she, without reasonable cause, fails to report for work when called in, after having agreed to so report; or
 - (vii) he/she is absent on an unauthorized leave from the City in excess of seven scheduled shifts from the commencement of absence or he/she is absent without notice to the City in excess of seven (7) scheduled shifts from the commencement of the absence, without a satisfactory reason.
- 16.03 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 seven (7) calendar days of the date on which he/she tendered his/her resignation.

Upon receipt of such notification by the employees' supervisor, the employee shall be reinstated to his/her former classification and be eligible for hours in the next six week schedule.

It is understood that such time ~~off~~ shall be without pay, but with seniority and benefits. It is further understood that this provision will have no applicability in those situations in which the employer accepts a resignation from an employee as an alternative to the employer proceeding with termination.

Lay-off and Recall

- 16.04 In the event of a staff reduction, employees will be laid off in the reverse order of their seniority within the position classification within the bargaining unit, and if and when work becomes available within twenty-four (24) calendar months from the date of layoff, and provided they possess the necessary qualifications, such persons shall be recalled to work in order of their seniority within the position classification.
- 16.05 It is the responsibility of every laid off employee to notify the City promptly of any change in address.

Seniority Lists

- 16.06 Effective January 1, 2004, the City shall maintain a seniority list showing each employee's seniority. The City will provide Local 79 with a copy of the list, arranged in descending order of hours across all Homes by classification and arranged in descending order of hours in each Home by classification which will be updated on or about January 1st in each year.

Article 17 PROMOTIONS AND APPOINTMENTS

Effective til June 9, 2002

- 17.01A Part-time employees shall be eligible to respond to all Job Calls as outlined in Article 15 (Promotions and Appointments) of the Full Time Collective Agreement between Local 79 and the City.
- 17.02A (i) When a temporary assignment is determined to be available, the temporary assignment shall be posted in the Home involved, and applicants who are regularly scheduled part-time employees working in the same position classification in the Home in which the opening occurs, shall be given first consideration for the temporary

assignment on the basis of seniority and suitability for the temporary assignment.

- (ii) In the event that the temporary assignment is not filled by an employee working within the Home in which the opening occurs, the temporary assignment shall be posted in all Homes, and next consideration shall be given to applicants who are regularly scheduled part-time employees working in the same position classification in the bargaining unit on the basis of seniority and suitability for the temporary assignment.

17.03A (i) Other than where a permanent entry level position is filled by a full-time employee, first consideration on the basis of seniority and suitability shall be given to the most senior, regularly scheduled part-time employee within the classification, in the Home involved, except where a more senior part-time employee has requested a transfer to the Home in which the opening occurs.

- (ii) If the above procedure does not result in the vacancy's being filled, then the Employer shall post notice of the opening in all Homes and applicants will be considered on the basis of their ability, seniority and suitability for the position.

17.04A When a temporary or permanent full-time position is filled, the name and seniority of the successful applicant shall be posted in the home concerned.

17.05A For the purposes of calculating seniority for appointments, seniority shall be calculated pursuant to the same formula as set out in clause 16.01 - one thousand, nine hundred and sixty (1,960) paid hours equals one (1) year except that in an employee's first year of employment with the employer, two thousand and eighty (2,080) paid hours equals one (1) year.

17.06A A City employee covered by the part-time Homes for the Aged Collective Agreement, who is appointed or promoted to a permanent position covered by the full-time Collective Agreement, shall carry with him/her such accrued seniority and service as was calculated, defined and prescribed in Article 17.05.

Effective June 10, 2002

The effective dates of the Kaplan Awards shall be June 10, 2002.

17.01B Employees covered by this Agreement shall have access to the Job Call procedure as set out in Article 15 (Promotions and Appointments) and the Letter of Intent (Scheduling of Examinations) of the full time Collective Agreement between Local 79 and the City.

Should a reversion under clause 15.13 in the Local 79 Full-Time collective agreement be necessary or requested by an employee who was employed in the Local 79 Part-Time Homes for the Aged bargaining unit immediately prior to accepting a position in the Local 79 Full-Time bargaining unit, the employee shall be reverted to his/her former classification in the Local 79 Part-Time Homes for the Aged bargaining unit, and shall be credited to him/her the service standing to his/her credit at the time of reversion, including such service earned in the Local 79 Full-Time bargaining unit immediately prior to such reversion. Such service shall be designated as the employee's seniority consistent with the provisions of Article 16 of the Local 79 Part-Time Home for the Aged collective agreement.

The employee shall be returned to the same work unit as he/she was scheduled in prior to becoming an employee in the Local 79 Full-Time bargaining unit, at the beginning of the next schedule following the reversion.

During the period between the date of the employee's reversion and the beginning of the next schedule following the reversion, the employee shall be given priority for any call-in work within his/her classification in their work unit, with the objective that, to the greatest extent possible, the employee is given the opportunity to work the hours they had worked prior to his/her promotion or appointment to a position in the Local 79 Full-Time collective agreement.

- 17.02B(a) When a temporary assignment is determined to be available, the temporary assignment shall be posted in the Home involved, and applicants who are regularly scheduled part-time employees working in the same position classification in the Home in which the opening occurs, shall be given first consideration for the temporary assignment on the basis of seniority and suitability for the temporary assignment.
- 17.02B(b) In the event that the temporary assignment is not filled by an employee working within the Home in which the opening occurs, the temporary assignment shall be posted in all Homes, and next consideration shall be given to applicants who are regularly scheduled part-time employees working in the same position classification in the bargaining unit on the basis of seniority and suitability for the temporary assignment.
- 17.03B When a temporary assignment is filled, the name and seniority of the successful applicant shall be posted in the Home concerned.
- 17.04B For the purposes of calculating seniority for appointments or promotions, seniority shall be calculated pursuant to the same formula as set out in clause 16.01 - one thousand, nine hundred and sixty (1,960) paid hours

equals one (1) year except that in an employee's first year of employment with the employer, two thousand and eighty (2,080) paid hours equals one (1) year.

- 17.05B A City employee covered by the part-time Homes for the Aged Collective Agreement, who is appointed or promoted to a permanent position covered by the full-time Collective Agreement, shall carry with him/her such accrued seniority and service as was calculated, defined and prescribed in clause 17.04B.

**LETTER OF INTENT
APPOINTMENTS AND RECLASSIFICATIONS**

- (A) Part-Time employees who wish to be considered for a part-time position in a different classification may submit their request in writing to their Administrator.
- (B) Applicants will be considered on the basis of their qualifications and suitability for the position. If the applicant is not successful, she shall be provided with the reasons therefor in writing.
- (C) All such appointments shall be subject to a thirty (30) shift assessment period. After an employee has worked ten (10) shifts in the new position, a performance review will be conducted between the employee and her supervisor.
- (D) Should the supervisor concerned determine that a reversion to the employee's former position is necessary, the employee shall be notified in writing setting out the reasons for the reversion and such reversion shall be effective the first day of the pay period following receipt of such notice. Notwithstanding anything to the contrary in this agreement, the Employer shall have the exclusive right to effect such a reversion within the thirty (30) shift assessment period.
- (E) Should an employee wish to revert to her former position within the thirty (30) shift assessment period, she must advise her supervisor in writing of her desire to do so prior to the completion of the assessment period. Such reversion shall be effected the first day of the pay period following the receipt of such request.

**Article 18
SCHEDULING**

- 18.01 The City shall make reasonable efforts to post the work schedules for regularly scheduled work at least two (2) weeks in advance.
- 18.02 The City will make reasonable efforts to provide employees with at least forty-eight (48) hours notice of a change in their regularly scheduled work.

- 18.03(a) Once the City has made up its part-time work schedule for any identified work unit within a Home, the regular shift schedules so established shall, among the employees who are assigned to the respective units and who demonstrate current and substantial availability, be distributed by seniority within classifications, unless reasonably, it could be shown that such distribution is not practical. Where it is determined eight (8) hour shifts are available, senior employees shall be given preference in the assignment of available eight (8) hour shifts. This clause is not applicable to call-in work.
- 18.03(b) (i) Where practicable and subject to available work, employees in the top (first) twenty-five percent (25%) of the seniority list for the classification on each unit shall be allocated at least eight (8) hour shifts per pay period in order of seniority.
- (ii) Where practicable and subject to available work, employees in the second twenty-five percent (25%) of the seniority list for the classification on each unit shall be allocated at least six (6) hour shifts per pay period in order of seniority.
- 18.03(c) The City shall have regard for seniority when selecting employees for specific work units.
- 18.04 Part-time employees who are regularly scheduled to work on Saturday and/or Sunday shall, upon request, be excused from duty on one (1) weekend in each six (6) week period.

Full-Time Assignments

When an employee is absent under the provisions of clause 1) where it is known that a full-time employee will be absent for a period of five (5) full time shifts or more in the next posted schedule, the resulting work will be offered as a block in order of seniority to the employee in the next posted schedule on the first full time scheduled period.

- (i) Should it become known that such absent employee will be returning within the first 5 shifts of the next posted schedule, the assignment of the block may be extended to cover the aforementioned five (5) full time shifts.
- (ii) If the absent employee does not return within the first five (5) full time shifts, any available shifts beyond the first five (5) are to be filled as a "temporary assignment"
- (iii) If during the first five (5) full-time shifts of the next posted schedule the employee who was to return, subsequently is unable to do so the employer will extend the block beyond the first five (5) full-time shifts until the temporary vacancy is filled as a "temporary assignment".

- 18.05(b) It is understood and agreed that "temporary assignments" shall be filled in accordance with clause **17.02**.
- 18.05(c) Notwithstanding the above, employees who are assigned to a temporary assignment shall be assigned their scheduled days off in accordance with existing policies for full-time employees.

LETTER OF INTENT
LONG SERVICE PART-TIME EMPLOYEES

- (1) As soon as reasonably possible following the issuance of the Interim Award, dated August 30, 2002 Local 79 and the City shall review all existing temporary assignments of full-time pre-scheduled work filled by part-time employees for the purpose of identifying the length of time that the part-time employee has been employed in that temporary assignment.
- (2) Upon completion of the review, any part-time employee who has been continuously employed in the same temporary assignment for a minimum of four thousand one hundred and sixty (**4,160**) hours in the latest two (2) year period will become a permanent employee and will be 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.
- (3) Thereafter, at least once per year, Local 79 and the City shall review all existing temporary assignments of full-time pre-scheduled work filled by a part-time employee for the purpose of identifying the length of time that the part-time person has been employed in that temporary assignment.
- (4) Where, upon review, a part-time employee has been continuously employed in the same temporary assignment for longer than two thousand and eighty (2080) hours and the employer has determined that scheduled hours are ongoing and permanent in nature, and management expects that the ability to continue the scheduled hours will not be adversely affected by funding levels in the upcoming calendar year, the status of the position shall be reviewed with Local 79 and the City. If the position is considered permanent, the position will be posted in accordance with Article 15 (FT CA - Promotions and Appointments). This provision shall not apply if the temporary assignment covers the absence of a permanent full-time employee.

Article 19
GRIEVANCE PROCEDURE

- 19.01 The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.
- 19.02 Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 19.03 For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday, inclusive, but exclusive of designated holidays.
- 19.04 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.
- 19.05 The City acknowledges the right of Local 79 to appoint or otherwise select shop 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.
- 19.06 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 grievor'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 (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 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.

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 grievance meeting(s).

Mediation

19.07

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 the Union. 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

19.08 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.

19.09 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.

19.10 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 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.

19.11 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 19.22, 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.

- 19.12 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.
- 19.13 Each of the parties hereto will bear the expenses of the nominee appointed to represent it and 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.
- 19.14 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.
- 19.15 Effective November 5, 2002, the City will grant leave of absence to a grievor to attend his/her arbitration hearing(s).
- 19.16 Effective November 5, 2002, employee witnesses 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

- 19.17 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 Three within twenty (20) working days of the circumstances giving rise to the grievance.

Group Grievances

- 19.18 Where a Group Grievance involves a group of employees in the Homes for the Aged Division, 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.

sion or Discharge Grievances

- 19.19 Whenever an employee is suspended or dismissed, the grievance procedure as set forth in this Article shall apply except that the grievance shall be initiated at Step Two within twenty (20) working days after the

said employee has been suspended or ceases to be employed by the City, as the case may be.

Promotions and 1

19.20 Any grievance of an employee with respect to Article 17 (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 the grievance is with respect to not being selected for a position, if such position is not within the Homes for the Aged Division, the grievance shall be directed by Local 79 to the Head of the Department in which the vacancy occurred.

Sexual Harassment or Discrimination 1

19.21 Where an allegation is made by an employee that Article 7 (No Discrimination or Harassment) or Article 8 (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

19.22 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

19.23 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 of the grievance procedure as set forth in this Article, within twenty (20) working days after such violation is alleged to have occurred.

and Notations

19.24 Whenever an employee is requested to report for a disciplinary discussion with a Supervisor, prior to any disciplinary action being taken, such employee shall have the right of having either a Shop Steward or Local 79 Representative present at such meeting. If neither are available, he/she

shall have the right to the presence of an employee of his/her choice who is on duty at his/her place of work at the time the discussion takes place.

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

19.26 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.

Stewards

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

19.27(b) It is understood and agreed that Stewards under the Full-time Agreement, Unit B Part-time Agreement and the Recreational Workers Agreement are interchangeable with Stewards under this agreement.

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 DISPUTE RESOLUTION 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
|| | | GRIEVANCE PROCESS

The parties agree that they have a desire to resolve differences in an expeditious manner. Therefore, we agree within ninety (**90**) days of this award 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 20
LEAVE OF ABSENCE

Bereavement Leave

- 20.01(a) An employee who is absent from work solely due to the death and/or funeral of his/her father, mother, father-in-law, mother-in-law, **son**, daughter, brother, sister, same sex partner, husband or wife of such employee, shall be compensated for regularly scheduled hours missed by him/her (by reason of such absence) 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
- 20.01(b) An employee who is absent from work solely due to the death and/or funeral of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild of such employee, shall be compensated for regularly scheduled hours missed by him/her (by reason of such absence) 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.
- 20.01(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 20.01(a) and (b).

Jury Duty or Witness Service – Effective Until November 4, 2014

- 0.02 Each employee who is called to serve as a juror or is subpoenaed as a witness in a legal proceeding:
- (i) shall be granted leave of absence for such purpose, provided that upon completion of his/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 regular hourly rate for scheduled hours missed during the period of such jury or witness service; provided that he/she shall pay to the Treasurer and Chief Financial Officer 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 scheduled work days 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 same.

Jury Duty or Witness Service – Effective November 4, 2014

- 02B Each employee who is called to serve as a juror or, except as provided in clause 9, 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 wages 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 therefore, 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 same.

Leave

- 20.03(a) 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.
- 20.03(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.
- 20.03(c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 20.03(a), or is granted in accordance with clause 20.03(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.
- 20.03(d) The City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 15 (Health and Group Life Plans) and shall pay its share of the pension contributions under Article 36, for any pregnancy and/or parental leave taken pursuant to clauses 20.03(a) or 20.03(b), unless the employee elects in writing that they do not wish benefit coverage.
- 20.03(e) Pregnancy and/or parental leave in accordance with clauses 20.03(a) or 20.03(b) shall not involve any expense to the City, except as provided in clauses 9.02 (Increments), 20.03(d), 20.04 and 20.05.
- 20.04(a) An employee who is eligible for pregnancy leave under clause 20.03(a) or an employee who requests and is granted pregnancy leave under clause 20.03(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,
 - (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 the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of her pregnancy leave, and the sum of her weekly Employment Insurance benefits and any other earnings.
- 20.04(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.

- 20.04(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.
- 20.05(a) An employee who is eligible for parental leave under clause 20.03(a) or who requests and is granted parental leave under clause 20.03(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).
 - (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 average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of the leave of absence, and the sum of his/her weekly Employment Insurance benefits and any other earnings.
- 20.05(b) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their Employment Insurance Benefits for the period of unemployment.
- 20.05(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.
- 20.06(a) On returning from pregnancy and/or parental leave, the employee's seniority shall be adjusted for each full pay period of absence:
- (i) By forty (40) hours to a maximum of seven hundred and twenty (720) hours; or (ii) By the average hours worked per pay period in the eighteen (18) pay periods preceding the leave of absence to a maximum of eighteen (18) pay periods, whichever is greater.
- The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list, which is posted in accordance with clause 16.06 following the employee's return to work.
- 20.06(b) When a regularly scheduled employee returns from pregnancy and/or parental leave and resumes his/her regular part-time employment, he/she shall receive a payment of thirty dollars (\$30) for each pay period of absence to a maximum of five hundred and forty dollars (\$540). This payment is in

lieu of vacation savings pay and is to be paid within ~~two~~ (2) weeks of his/her return to work.

- 20.06(c) 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.
- 20.06(d) 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.
- 20.07 An employee who is granted an extension of parental leave in accordance with clause 20.03(c) shall be responsible for paying in advance by post-dated cheque(s) the full premiums for the insurance coverage referred to in Article 15 (Health and Group Life Plans), for any benefits the employee so chooses, 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.

Citizenship Leave

- 20.08 An employee who is required to attend a sitting of the Citizenship Court during his/her 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 at his/her regular rate of pay.

Leave

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

Ill Dependant

- 20.10 Subject to clause 14.01(b) and 14.01(c), an employee may utilize not more than forty-eight (48) hours per calendar year in order to care for ill dependants. Such absence shall be deducted from the employee's bank of accumulated sick credits.

Leave of Absence for Full-time Union Office

- 20.11(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 that which he/she was employed before taking office.

- 20.11(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 a 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 Local 79 Conventions/Conference

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

Leave of Absence to Attend to the Business of Local 79

- 20.13(a) Whenever an employee is on a leave of absence on Local 79 business, such absence shall not affect any benefits to which he/she is entitled other than pay.
- 20.13(b) Whenever an employee is on leave of absence on Union business, the City shall pay the employee's wages and benefits, for all time lost from his/her regular schedule, invoice 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.

Local 79 Negotiating Committee

- 20.14 The City will recognize a Negotiating Committee of up to four (4) members selected by Local 79. Leave of absence without loss of pay or benefits and with accumulation of seniority 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
PARTICIPATION IN ELECTIONS**

Leave of absence for participation in elections shall be in accordance with City Policy and may be amended from time to time.

**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 Part-time Homes for the Aged Bargaining Unit.

**Article 21
PROTECTIVE CLOTHING**

- 21.01(a) 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.
- 21.01(b) Part-time employees in nursing classifications who are not supplied with a uniform shall receive a prorated payment based on a sixty-five dollar (\$65) uniform allowance for aggregate paid hours with the City in each six (6) month period. Payments shall be made on or about June 1st and December 1st of each year.

Protective Equipment and Apparel Committee

The City and Local 79 agree to establish a Protective Clothing, Equipment and Apparel Committee within thirty (30) calendar days of the date of the Collective Agreement for the purpose of jointly developing a policy regarding wearing apparel and equipment. 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.

- 21.03T** 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;
 - (b) the development of guidelines for a new protective clothing and wearing apparel policy for recommendation to the City within ninety (90) calendar days of the first meeting of the Committee.
- 21.04** The City will prepare a draft of the new Protective Clothing policy, 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.
- 21.05** 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 22 HEALTH AND SAFETY

- 22.01** 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 work place 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 work place, 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.
- 22.02** An employee who is pregnant and works with a video display terminal for a majority of her daily 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.

- 22.03 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 alternative 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.
- 22.04 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 meeting held on July 27, 28, 29, and 30, 1999 and as may be amended by the City from time to time.
- 22.05 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. The cost of such leave shall be borne by the Employer.

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 23 LEGAL EXPENSES

23.01 Where an employee is charged with an offense 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 or acts 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 employee is acquitted and his/her legal costs do not exceed twenty-five thousand dollars (\$25,000), the Treasurer and Chief Financial Officer 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 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).

23.02 Where an action or other proceeding is brought against an employee or the City, which in the opinion of City Council arises out of acts or omissions done or made by such employees in his/her capacity as an employee of the City the City may pay any damages or costs awarded against such employee or legal expenses incurred by him/her as may be determined by City Council of the City as provided for by Section 279 of the Municipal Act 2001, S.O. 2001, as amended.

23.03 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 regularly scheduled work as a result of being required to attend court or appear before their professional regulating organization.

- 23.04 Where the employee is provided with insurance to cover the cost of 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.
- 23.05 The City agrees to produce a standard letter for the use of employees charged with an offense for an act 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 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
PLURAL**

- 25.01 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 26
ACQUAINTING NEW EMPLOYEES**

- 26.01(a) New employees shall be advised of the name of the employee's steward and/or Union representative and where practicable provided with an introduction within the first thirty (30) days of employment.
- 26.01(b) The steward or a Local 79 Representative, as the case may be, shall be allowed (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.
- 26.01(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 Presidents designate

attends such orientation session, time spent at the session shall be without loss of pay or benefits.

Article 27

EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE

- 27.01 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 28

REQUEST FOR TRANSFER

- 28.01(a) Part-time employees who wish to transfer to another Home within the same position classification may submit such request in writing to the General Manager Homes for the Aged. This request shall be considered in light of operational needs and shall not be unreasonably denied.
- 28.01(b) Part-time employees who wish to relocate to another section or unit within the same position classification and within the Home may submit such request in writing to the Administrator. This request shall be considered in light of operational needs and shall not be unreasonably denied.

Article 29

WORKPLACE SAFETY AND INSURANCE BENEFITS

- 29.01 For purposes of this Article, full net pay of an employee shall be as determined by the City by deducting from the employee's gross earnings,
- (i) the probable income tax payable by the employee on his/her earnings;
 - (ii) the probable Canada Pension Plan premiums payable by the employee; and
 - (iii) the probable Employment Insurance premiums payable by the employee.
- 29.02(a) An employee who sustains an injury or contagious disease arising out of and in the course of his/her duties is covered by the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.
- 29.02(b) Where an employee sustains a work related injury or a compensable illness and is unable to work as a result thereof, upon approval of his/her claim he/she shall receive the benefit payments approved by the Workplace

Safety and Insurance Board directly from the Board. In addition, for those employees who have qualified for sick pay in accordance with Article 14 (Sick Pay), they shall receive the remainder of their full net pay amount directly from the City, from which the City shall deduct the employee's pension contributions, if any and the employee's *pro-rata* portion of her benefit premiums, if any, as set out in Article 15 (Health and Group Life Plans) and any other necessary statutory deductions.

29.03 Notwithstanding anything herein contained in this Agreement, where an employee is absent due to a compensable injury, such employee shall, upon his/her 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 hours per pay period during the eight (8) full pay periods immediately preceding the date of the accident. For the 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.

29.04 The foregoing seniority credit shall be reflected and applicable on the next updated seniority list, which is posted in accordance with clause 16.06 following the employee's return to work.

29.05 Where an employee is absent due to a compensable injury or illness, the *pro-rata* portion of his/her benefit premiums that were in effect on the date of the injury in accordance with Article 15 (Health and Group Life Plans) shall not be adversely affected for the duration of his/her absence nor for the first eight (8) full pay periods immediately following his/her return to work.

Where an employee sustains a compensable injury or illness and as a result must leave work before the end of his/her shift, he/she shall receive full pay for the balance of his/her shift on that day.

29.07(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.

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

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

The employee may be accompanied by either his/her Steward or other Local 79 Representative at such meeting should he/she request.

- 29.08 Leave of absence, with pay, shall be granted to two (2) full-time Workers Compensation/Rehabilitation Representatives whose responsibilities will include workers compensation and rehabilitation. The costs of such leave shall be shared equally by the parties.

Article 30 TRANSPORTATION

- 30.01 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 to 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 to 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.

- 30.02 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.

- 30.03 Whenever an employee is required and authorized to use his/her automobile on business of the City, he/she shall be reimbursed for parking costs incurred in the course of such business.

LETTER OF INTENT TRANSPORTATION

Where an employee in the past has not been expected to have access to a personal vehicle, 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.

**Article 31
CONVERSION OF HOURS**

- 31.01 Where the terms "two thousand and eighty (2,080) paid hours", "one thousand, nine hundred and sixty (1,960) paid hours", "one thousand and forty (1,040) paid hours", "eighty (80) hours" and "eight (8) hours" are used in this agreement, it shall be amended to read "one thousand, eight hundred and twenty (1,820) paid hours", "one thousand, seven hundred and fifteen (1,715) paid hours", "nine hundred and ten (910) paid hours", "seventy (70) hours" and "seven (7) hours" respectively for employees in classifications where the normal full time hours are thirty-five (35) hours per week.

**Article 32
TERM OF AGREEMENT AND NOTICE TO BARGAIN**

- 32.01 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 33
PRINTING OF THE COLLECTIVE AGREEMENT**

- 33.01 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 agreements to the appropriate bargaining unit and management staff. The sixty (60) day time period may be extended by mutual agreement..

**Article 34
CHANGE OF ADDRESS**

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

**Article 35
DESIGNATES**

- 35.01 Where the terms Department Head, Executive Director, Human Resources, City Solicitor, Treasurer and Chief Financial Officer, Director, Employee and

Labour Relations and General Manager, Homes for the Aged appear in this Collective Agreement, it shall be read to include "or his/her designate".

**Article 36
PENSIONS AND RETIREMENT**

- 36.01 Notwithstanding clause 7.01 (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 birthday of the employee occurs. Any employee employed as of May 11, 2000, aged sixty-four (64) or greater shall be permitted to continue to work.
- 36.02 Each employee who works other than on a continuous full-time basis shall be eligible to 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.
- 36.03 Each employee in this Unit who is a member of the Ontario Municipal Employees Retirement System, and his/her beneficiary or beneficiaries, as the case may be, shall be entitled to such pension, refund, or other payments as may be payable to with respect to such employees as a member of such system.
- 36.04 For those leaves of absences granted under clause 20.1 (a) and 20.11(b), every employee who has elected to participate in the Ontario Municipal Employees Retirement System shall be considered to be in full time attendance for pension purposes and the pension contributions shall be made notwithstanding such leave, and Local 79 shall remit to the City for both the employer and employee share of such pension contributions during such leave on a quarterly basis as invoiced therefor by the City.

**LETTER OF INTENT
FOR PART-TIME EMPLOYEES
LESS THAN FULL-TIME UNION**

The parties agree to meet during the term of this agreement to consider and develop a process whereby a part-time employee booked off on a leave of absence without pay for Union Business shall be considered to be in attendance at work for pension purposes. When developing this process the parties shall comply with the Ontario Municipal Employees Retirement System Act, R.S.O. 1990, as amended and the Pension Benefits

Act, R.S.O.1990, as amended. If a process is developed, it is agreed that all pension contributions shall be borne by the City.

**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 buy-back 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
PENSIONS 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- OTHER THAN FULL-TIME EMPLOYEES**

All other than continuous full-time employees captured under clause 36.02 who have not already joined OMERS, shall, on a yearly basis, be notified in writing of his/her right to elect to join the OMERS pension plan, if in the previous **two (2)** consecutive years they:

- a) have earned at least **35%** of the Year's Maximum Pensionable earnings (YMPE) under the Canada Pension Plan, or

- b) have 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 they have the ability to buy back at their 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.

Article 37
LABOUR-MANAGEMENT COMMITTEE

- 37.01 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
ROLE OF THE UNION

The Director of Employee and Labour Relations will issue a letter to the President of C.U.P.E. Local 79 placing this matter on the agenda of the Corporate Labour/Management Committee.

Article 38
LETTERS OF INTENT

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

**Article 39
NOTICE OF CONTRACTING OUT**

39.01 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 40
EMPLOYMENT EQUITY**

40.01 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:

- (i) City-wide promotion system:
- (ii) Increasing the range of opportunities for permanent jobs;
- (iii) Ensuring access to employment opportunities for all employees of the City;
- (iv) Promotion as opposed to alternate rate:
- (v) Improving training and development opportunities for all employees;
- (vi) Career planning;
- (vii) Recognizing equivalents to academic credentials; and
- (viii) Career-related leaves and educational opportunities.

Article 41
EDUCATION, TRAINING AND UPGRADING PROGRAMS

41.01 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:

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

LETTER OF INTENT
TUITION REIMBURSEMENT

The City will ensure that the City policy concerning Tuition Reimbursement, as it may be amended from time to time, is accessible to employees in the Part-time Homes for the Aged Bargaining Unit.

**Article 43
PAY EQUITY**

43.01 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 agree to abide by the provision of the Pay Equity Act; and
- (ii) Following the 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.

**LETTER OF INTENT
SPECIAL/PAY EQUITY I 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 unit.

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

**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 their 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 either party within sixty (60) working days notice of its wish to terminate the 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
LONG TERM DISABILITY RECIPIENTS

Within ninety (90) days of the issuance of the Interim Award, dated September 24, 2002, each party will appoint three (3) representatives to an 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).

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 to assist these 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 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
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

Where an Article, clause or Letter of Intent in any of the Local 79 Collective Agreements makes a 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 ratification of the Collective Agreement.

LETTER OF INTENT
MODIFIED WORK PROGRAM

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

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" as appended to the Full-Time Collective Agreement in developing its recommendations for a new MWP. Such recommendations shall be provided to the City within 120 days of the first meeting of the Committee.

A MWP Design Committee will be established as soon as reasonably possible following the issuance of the Interim Award, dated September 24, 2002 between the City and Local 79. At any point in the joint process, either party may ask for the assistance of a mediator.

**LETTER OF INTENT
MERGER**

The parties agree to establish within ninety (90) days of the issuance of the Final Award, dated November 5, 2002 a committee for the purpose of discussing the possibility of merging the three (3) part-time collective agreements.

**LETTER OF INTENT
MOVEMENT BETWEEN BARGAINING UNITS**

The parties shall meet within ninety (90) days of issuance of the Interim Award, dated August 17, 2002 to discuss the process of movement from one Local 79 bargaining unit to another Local 79 bargaining unit.

An employee covered by the Part-time Homes for the Aged Collective Agreement, who moves to a part-time position covered by another Local 79 Part-time Collective Agreement shall carry his/her seniority/service as calculated, defined and prescribed in this Collective Agreement.

**LETTER OF INTENT
WORKING CONCURRENTLY IN TWO OR MORE LOCAL 79 PART-TIME
BARGAINING UNITS**

Without prejudice to the respective positions of the parties, within ninety (90) days following the issuance of the Interim Award, dated August 17, 2002 the parties agree to discuss employees working concurrently in more than one bargaining unit.

**LETTER OF INTENT
LEGISLATIVE CHANGE**

In the even 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
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.

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

THE NEGOTIATING COMMITTEE OF
THE CITY OF TORONTO

Brigitte Hohn (signed)

Catherine Bossuyt (signed)

Lynda Cuffe (signed)

Rhonda Hamel-Smith (signed)

Jayne 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 (signed)

Steve Kenney (signed)

George Alexopoulos (signed)

Zoriana Aronec (signed)

Yvonne Bell (signed)

Vivolyn Blair (signed)

Carol Chavez (signed)

Deborah Dixon (signed)

Bob Feeney (signed)

Kathleen Figueroa (signed)

Doug Jones (signed)

Tim Maguire (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

66

-M1-

HOMES FOR THE AGED PART-TIME UNIT

C. U. P. E. LOCAL 79

Memorandum of Agreement Items

January 01, 2002 to December 31, 2004

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

61

-M2-

**Article 9
WAGE AND SALARIES**

Wages

Effective January 01, 2002, increase the rates for all classifications payable on December 31, 2001 by 3.0%.

Within 90 working days or as soon as reasonably possible, of the 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 90 working days or as soon as reasonably possible, of the 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 01, 2003, increase the rates for all classifications payable on December 31, 2002 by 3.0%.

Effective January 01, 2004, increase the rates for all classifications payable on December 31, 2003 by 3.0%.

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.

68

**Article 13
VACATION PAY AND VACATION LEAVE**

WITHOUT PREJUDICE

MEMORANDUM OF AGREEMENT

BETWEEN

CANDAIN UNION PUBLIC EMPLOYEES, LOCAL 79
(hereinafter "Local 79")

AND

CITY OF TORONTO
(hereinafter the "City")

Whereas Local 79 and the City are parties to a Collective Agreement covering part-time employees in the Homes for the Aged; and

Now Therefore Local 79 and City agree as follows:

1. Effective 30 calendar days following the signing of this Memorandum, the following process for vacation pay and vacation leave for employees covered by the Homes for the Aged Collective Agreement is as follows:

**Article 13
Vacation Pay and Vacation Leave**

13.01B

Duration of Employment	Vacation Pay
Not yet completed 2,080 paid hours	4% of gross pay annually
Upon completion of 2,080 paid hours	6% of gross pay annually
Upon completion of 17,760 paid hours	8% of gross pay annually
Upon completion of 33,320 paid hours	10% of gross pay annually
Upon completion of 39,984 paid hours	12% of gross pay annually
Upon completion of 46,648 paid hours	14% of gross pay in that year only

13.02B Upon completion of 2,080 paid hours, the employee shall receive a retroactive payment of ~~two~~ percent (2%) of his/her earnings in the previous twenty-four (24) calendar months period in addition to the 6% noted in 13.01B.

13.03B Each employee who has completed twelve (12) calendar months of employment with the City shall be entitled to two (2) weeks vacation time annually. Vacation pay shall be in accordance with 13.05B below.

13.04B Each employee who has completed 2,080 paid hours shall be entitled to three (3) weeks vacation time annually. Vacation pay shall be in accordance with 13.05B below.

13.05B The per cent of gross pay as described in 13.01B will be referred to as "vacation pay". The employee shall choose one of the following three ways of receiving payment of the vacation pay:

(a) receive vacation pay on each bi-weekly pay, in the year it is earned

OR

(b) bank the vacation pay and receive a lump-sum payment semi-annually in June and December of the year it is earned

OR

(c) bank the vacation pay for use as paid time off in the following calendar year.

The employees must inform Payroll, through a form to be provided, which option the employee wishes to be enrolled in. Once that form is received by Payroll vacation banking, if chosen, will commence.

13.06B Should the employee choose option (c) of clause 13.05B the following will apply:

(a) During vacation leave the employee will be paid from the vacation pay bank accrued in the previous year. The employee will be paid at his/her rate of pay in effect at the time the vacation time is taken until the vacation pay bank is depleted. This may result in some unpaid days or partially paid days of vacation if the employee takes more time off than the vacation pay bank can cover.

(b) At the beginning of each year the employee will be notified by Payroll of the dollar amount of the vacation bank available in that year.

(c) Any vacation pay owing at the end of the year (which had been earned in the previous calendar year) will be paid out and may not be carried over to the next calendar year.

13.07B Where the employee chooses option 13.05B(a), (b) or (c) the vacation pay shall be divided by the employee's hourly rate and the resultant calculation of hours paid shall be credited to the employee's service and seniority hours accordingly, in each pay period.

- 13.08B If an employee chooses to change options available under 13.05B the employee must inform Payroll, using the appropriate form, no later than June 30th to begin banking vacation pay in the next calendar year or to begin receiving vacation pay bi-weekly in the next calendar year.
- 13.09B A designated holiday which falls within a vacation period shall not be considered as a day of vacation.
13. 10 The terms of the Memorandum of Agreement are grievable by either party.

DATED AT TORONTO this 3rd day of May, 2004

FOR LOCAL 79

Russ Armstrong (signed)

Derek Lue (signed)

FOR THE CITY

Catherine Bossuyt (signed)

Rahim Shamji (signed)

11

**Article 15
HEALTH AND GROUP LIFE PLANS**

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 15.01 and in the Letter of Intent with respect to the grandparenting of certain group life provisions. Such coverage will include provision for optional dependent 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.

12

Administrative Practices

Date: 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 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

-M8-

November 29, 2000

Ms. Ann Dubas
President
CUPE Local 79

Re: Private Duty Nursing Coverage

Dear Ms. Dubas:

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

74

-M9-

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

15

-M10-

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

16

U I U I I.Y

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 ~~ofc~~ of the Chief Administrative Officer
- one representative each from the following organisations:
 - Local No. 79
 - Local No. 416
 - the City of Toronto Administrative, Professional and Supervisory Association Incorporated (COTAPSAI); and
 - the Toronto Firefighters' Association:

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

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

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

Thank you.

Yours truly,

M. Garrett

11

**Article 18
SCHEDULING**

Scheduling and Seniority Study

The parties agree to hold this article in abeyance pending the completion of the following "Scheduling and Seniority Study". The parties agree that the mediator/arbitrator will remain seized until after the end of the study period.

The intent of the study is to monitor and evaluate the comparative seniority ranking of part time staff throughout the period of January 1, 2003 to January 1, 2004, to analyze the effectiveness* of the Division's scheduling practice. The City and the Union will have regular meetings, every ~~two~~ months to monitor the study.

Introduction of the Study:

- The City and Union will release a joint letter to affected part time staff to communicate facts about the study prior to implementation.
- The City and Union will hold special Labour-Management meetings specifically to address the Scheduling and Seniority Study at the affected Homes by the end of November 2002.

Scope of the Study:

- To compare the seniority ranking of part time employees as of January 1, 2003 and January 1, 2004.
- To use the results of the study to determine if the current scheduling practices in the assignment of regularly scheduled and call-in work give proper consideration to seniority given the variables that affect scheduling.
- To collect data related to the nature of and assignment of call-in work to assess how call-in work is assigned
- The scope of the study will involve data collection and analysis related to the work of part time employees in nursing and personal care, food services and housekeeping services in five (5) Homes for the Aged.
- The City and Union will hold a meeting to finalize the data collection tools. The following five (5) homes are agreed upon by the parties for inclusion in the study: Carefree Lodge, Seven Oaks, Castleview Wychwood Towers, Cummer Lodge and Kipling Acres.

78

Process of the Study:

- The City and Union's joint letter will request all part time staff affected by the study to submit a new, accurate availability form, including a current phone number, by November 1, 2002.
- Any employee who declines to submit a new, accurate availability form will be excluded from the study but will still be entitled to be scheduled for work.
- Data will be collected related to the nature of call-in work, offers of call-in work, and refusals of call-in work.

Criteria to be included in the Data file form

- (i) Call-in work:
 - position
 - work hours
 - unit
 - reason for replacement, (e.g. illness)
 - time call was received
 - which staff member made replacement call, (e.g. RN, Clerk 3, Cook)
- (ii) Offer of call-in shift:
 - employee(s) contacted
 - accepted
 - refused
 - no answer
 - time call was made to employee
 - employee returned call after shift was assigned to someone else, (note time call received)
 - single or multiple employees to be replaced
- (iii) Reason call-in shift was not offered to an employee:
 - employee not available, (i.e. leave of absence, vacation, illness, temporary assignment)
 - employee would incur overtime
 - employee had stated he/she would not work on a particular unit/shift
 - bottom 50% of part time staff have twenty-four (24) hours or less of prescheduled work per pay period in a six week schedule

*Interventions or actions which achieve optimal results in fulfilling the Home's staffing requirements. (Adapted from CCHSA)

Exploring Means of Ensuring Sufficient Staff in Specific Classifications

The City and Local 79 agree to meet during the term of the collective agreement to discuss administratively **efficient** ways of ensuring sufficient staff are accessible for the purpose of meeting operational requirements in the following classifications: Registered Nurse, Registered Practical Nurse, Recreation Assistant, Rehabilitation Assistant, and Counsellor. The discussions will strive to balance the operational needs of the Homes for the Aged and the desire of members of Local 79 Homes for the Aged Part-time Unit to have access to additional shifts. The parties acknowledge and agree that the primary objective is to provide the best level of service possible to the residents of the Homes.

A joint committee consisting of three (3) Local 79 Representatives and three (3) Management Representatives will be formed for the purpose of exploring options which assist both the City and the Union in achieving the above-stated balance. Time off, with pay, will be granted to the Local 79 representatives who will include one Registrant and one Programs and Services representative. The mandate of the committee will be based on the following principle: the committee will:

- (i) consider the "pool" concept of filling call-in shifts where facilities are grouped geographically for the purpose of allowing movement of Registered Nurses and Registered Practical Nurses, among a specified group of Homes; and
- (ii) consider scheduling of part-time Recreation Assistants, Rehabilitation Assistants, and Counsellors between facilities grouped geographically in which the limited availability of part-time work in an individual facility restricts effective recruitment and retention.

80

**Article 19
GRIEVANCE PROCEDURE**

Document Retention

To: All Department Heads
From: M. Moffatt, Acting Director, Employee and Labour Relations
Date: May 10, 2002
Subject: Document 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.

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.

M. Moffatt
Acting Director
Employee and Labour Relations

-M16-

**Article 20
LEAVE OF ABSENCE**

Bereavement Leave

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

Access to Child/Elder Care

February 15, 2000

Ms. Ann Dubas
President
Local 79

Re: Access to Child Care and/or Elder Care

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 the introduction of the new policy.

Yours very truly,

Harold M. Ball
Director, Employee & Labour Relations

83

-M18-

**Article 16
SENIORITY**

Posting of Lists on the Intranet

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

84

**Article 33
PRINTING OF THE COLLECTIVE AGREEMENT**

Printing Special Formats

July 22, 1999

Ms. Anne Dubas
President
Local 79

Dear Ms. Dubas:

Re: Large Print and Braille Format

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

Long Term Care Funding

August 24, 2002

RE: Annual Meeting between the Homes for the Aged Division and CUPE Local 79

Dear Ms. Dembinski:

This letter will confirm the practice of the Homes for the Aged Division to invite CUPE Local 79 to meet annually (in the January-February period), to communicate and discuss classification results, changes in funding, and planned budget response.

Sandra Pitters
General Manager
Homes for the Aged Division

85

-M20-

CITY OF TORONTO POLICIES

The attached City of Toronto policy was in place at the time the City and Local 79 agreed to append it to the Memorandum of Agreement. For the most up-to-date version of this and other City of Toronto policies, please log on to the City of Toronto Intranet Website.

86

CITY OF TORONTO

| I ; OR LO WITH S ABILITIES

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.

In order to process your request for a parking space, the attached certificate must be completed by the City physician.

81

-W1-

WAGE SCHEDULE
LOCAL 79 HOMES FOR THE AGED
PART-TIME UNIT
AND
CITY OF TORONTO

The following wage schedule (Schedule 1) – January 1, 2002 – December 31, 2002, January 1, 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 these schedules, subsequent to the January 1st date, will be added upon renewal of the Collective Agreement.



-W2-

Schedule 1-- January 1, 2002-December 31, 2002

Mun	Position Title	PSC	1	2	3	4	5
ME	Adult Day Program Assistant	P00074	\$18.02	\$18.77	\$19.69	\$20.57	
ME	Cleaner - Light Duties	P00277	\$16.56	\$17.30			
ME	Clerk Grade 1	P00127	\$22.51	\$23.35	\$24.24	\$25.34	
ME	Clerk Grade 2	P00085	\$19.59	\$20.05	\$21.02	\$21.79	
ME	Clerk Grade 3	P00014	\$17.18	\$17.92	\$18.83	\$19.93	
ME	Clerk Grade 5	P01566	\$14.40	\$15.09	\$15.84	\$16.56	
ME	Clerk Trainee	P00833	\$15.32				
ME	Comm Based Services Caseworker	P01912	\$23.71	\$24.37	\$25.24	\$25.98	
ME	Complementary Care Assistant	P00022	\$17.01	\$18.01	\$18.99	\$19.99	
ME	Cook Grade 1	P01419	\$16.03	\$16.64	\$17.39		
ME	Counsellor	P00503	\$24.16	\$25.01	\$25.68	\$26.62	
ME	Craft Supervisor	P00131	\$18.56	\$19.36	\$20.09		
ME	Day Centre Supervisor	P00132	\$18.56	\$19.36	\$20.09		
ME	Food Services Worker	P01827	\$15.15	\$15.52	\$15.89	\$16.25	
ME	Laundry Services Worker	P00073	\$15.31	\$16.25			
ME	Practical Care Aide	P00008	\$18.47	\$19.21	\$19.93		
ME	Recreation Services Assistant	P01326	\$18.19	\$19.08	\$19.93		
ME	Registered Nurse	P01122	\$25.30	\$26.38	\$27.27	\$28.18	\$29.06
ME	Registered Practical Nurse	P01327	\$19.25	\$19.67	\$20.28		
ME	Rehabilitation Assistant	P01195	\$18.56	\$19.07	\$19.58	\$20.09	
ME	Resident Aide	P01114	\$18.13				
ME	Support Services Worker	P01913	\$15.15	\$15.89	\$16.56	\$17.30	
ME	Telephone Oper Gen Clk	P00832	\$15.32	\$15.89	\$16.77	\$17.56	

89

-W3-

Schedule 1-- January 1, 2003-December 31, 2003

	POSITION TITLE	PSC	1	2	3	4	5
ME	Adult Day Program Assistant	P00074	\$18.56	\$19.33	\$20.28	\$21.19	
ME	Cleaner - Light Duties	P00277	\$17.06	\$17.82			
ME	Clerk Grade 1	P00127	\$23.19	\$24.05	\$24.97	\$26.10	
ME	Clerk Grade 2	P00085	\$20.18	\$20.65	\$21.65	\$22.44	
ME	Clerk Grade 3	P00014	\$17.70	\$18.46	\$19.39	\$20.53	
ME	Clerk Grade 5	P01566	\$14.83	\$15.54	\$16.32	\$17.06	
ME	Clerk Trainee	P00833	\$15.78				
ME	Comm Based Services Caseworker	P01912	\$24.42	\$25.10	\$26.00	\$26.76	
ME	Complementary Care Assistant	P00022	\$17.52	\$18.55	\$19.56	\$20.59	
ME	Cook Grade 1	P01419	\$16.51	\$17.14	\$17.91		
ME	Counsellor	P00503	\$24.88	\$25.76	\$26.45	\$27.42	
ME	Craft Supervisor	P00131	\$19.12	\$19.94	\$20.69		
ME	Day Centre Supervisor	P00132	\$19.12	\$19.94	\$20.69		
ME	Food Services Worker	P01827	\$15.60	\$15.99	\$16.37	\$16.74	
ME	Laundry Services Worker	P00073	\$15.77	\$16.74			
ME	Practical Care Aide	P00008	\$19.02	\$19.79	\$20.53		
ME	Recreation Services Assistant	P01326	\$18.74	\$19.65	\$20.53		
ME	Registered Nurse	P01122	\$26.06	\$27.17	\$28.09	\$29.03	\$29.93
ME	Registered Practical Nurse	P01327	\$19.83	\$20.26	\$20.89		
ME	Rehabilitation Assistant	P01195	\$19.12	\$19.64	\$20.17	\$20.69	
ME	Resident Aide	P01114	\$18.67				
ME	Support Services Worker	P01913	\$15.60	\$16.37	\$17.06	\$17.82	
ME	Telephone Oper Gen Clk	P00832	\$15.78	\$16.37	\$17.27	\$18.09	

90

-W4-

Schedule 1-- January 1,2004-December 31, 2004

Mun	Position Title	PSC	1	2	3	4	5
ME	Adult Day Program Assistant	P00074	\$19.12	\$19.91	\$20.89	\$21.82	
ME	Cleaner - Light Duties	P00277	\$17.57	\$18.35			
ME	Clerk Grade 1	P00127	\$23.88	\$24.77	\$25.72	\$26.88	
ME	Clerk Grade 2	P00085	\$20.78	\$21.27	\$22.30	\$23.12	
ME	Clerk Grade 3	P00014	\$18.23	\$19.01	\$19.98	\$21.14	
ME	Clerk Grade 5	P01566	\$15.28	\$16.01	\$16.80	\$17.57	
ME	Clerk Trainee	P00833	\$16.25				
ME	Comm Based Services Caseworker	P01912	\$25.15	\$25.85	\$26.78	\$27.56	
ME	Complementary Care Assistant	P00022	\$18.05	\$19.11	\$20.15	\$21.21	
ME	Cook Grade 1	P01419	\$17.01	\$17.65	\$18.45		
ME	Counsellor	P00503	\$25.63	\$26.53	\$27.24	\$28.24	
ME	Craft Supervisor	P00131	\$19.69	\$20.54	\$21.31		
ME	Day Centre Supervisor	P00132	\$19.69	\$20.54	\$21.31		
ME	Food Services Worker	P01827	\$16.07	\$16.47	\$16.86	\$17.24	
ME	Laundry Services Worker	P00073	\$16.24	\$17.24			
ME	Practical Care Aide	P00008	\$19.59	\$20.38	\$21.14		
ME	Recreation Services Assistant	P01326	\$19.30	\$20.24	\$21.14		
ME	Registered Nurse	P01122	\$26.84	\$27.99	\$28.93	\$29.90	\$30.83
ME	Registered Practical Nurse	P01327	\$20.42	\$20.87	\$21.52		
ME	Rehabilitation Assistant	P01195	\$19.69	\$20.23	\$20.77	\$21.31	
ME	Resident Aide	P01114	\$19.23				
ME	Support Services Worker	P01913	\$16.07	\$16.86	\$17.57	\$18.35	
ME	Telephone Oper Gen Clk	P00832	\$16.25	\$16.86	\$17.79	\$18.63	

91