



# CUPE LOCAL 79

## FULL TIME

April 19, 2000

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**MEMORANDUM OF AGREEMENT  
BETWEEN:**

**CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
LOCAL 79 (Local 79)**

**and**

**CITY OF TORONTO (the  
City)**

**WHEREAS** Local 79 and the City are engaged in collective bargaining regarding the terms and conditions of employment for all employees in the Local 79 Full-time Bargaining Unit represented by Local 79 and wish to resolve these terms and conditions;

**THEREFORE**, Local 79 and the City agree as follows:

1. Local 79 and the City agree that the outstanding issues that have not been resolved through negotiations are set out in Appendix 1 and will be resolved through mediation/arbitration. To effect this purpose, the parties agree to the following process to resolve and determine all issues in dispute.
2. The matters that have been agreed are set out in Appendix 2.
3. The status quo will remain with respect to the application of the matters set out in Appendix 1 provided that this shall not alter any rights, privilege or duty of the City, Local 79 or the employees in connection with these matters. However, in the case of a job posting under any existing collective agreement, all employees of the City represented by Local 79 will be eligible to apply for the posting and their application will be treated on the same basis as applications from employees covered by the collective agreement under which the job is posted. This is without prejudice to any existing grievances or any position the parties may wish to take at arbitration.
4. The parties shall appoint William Kaplan who shall act as a mediator to assist them in reaching agreement and, failing agreement, as the Chair of the Board of Arbitration set out below. The parties agree to share the costs of the Mediator/Chair.
5. Both parties will name their nominee to the Board of Arbitration within ten (10) calendar days of this Agreement. The parties will co-operate to ensure that the mediation/arbitration will be held as soon as possible.
6. The Mediator/Chair will determine the process and procedure for mediation in consultation with the parties and may conduct the mediation portion of the process with the assistance of the nominees to the Board of Arbitration.
7. The powers of the Board of Arbitration shall be as set out in Section 48 of the Ontario Labour Relations Act, except as modified by paragraph 4 of the Memorandum of Agreement dated March 23, 2000.
8. A draft decision of the Board of Arbitration will be delivered to the parties as expeditiously as possible

following the conclusion of the hearings. The parties will have fourteen (14) calendar 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 or some of the matters. These meetings may be with the assistance of the mediator/Chair if both parties wish. Failing agreement in that time, the draft decision of the Board of Arbitration on the matters not agreed shall become final and binding on the parties.

9. The Board of Arbitration shall remain seized of any difficulties encountered in implementing its decision and shall also have jurisdiction to decide issues related to the implementation of any of the matters referred to arbitration that are resolved by the agreement of the parties.
10. Positions taken in negotiations or mediation by either party or their representatives are without prejudice to any position either party may take at arbitration.
11. This Agreement is subject to ratification by the principals of the respective parties.
12. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Agreement to their respective principals.
13. Unless otherwise specified, the terms and conditions of this Memorandum and the annexed Appendix 1 become effective within twenty-one (21) calendar days following ratification by both parties.
14. The parties hereto agree to the terms of this memorandum as constituting full settlement of all matters in dispute, save and except with respect to grievances or Labour Board matters, job evaluation disputes and pay equity complaints that have been initiated and are currently outstanding.

Entered into this 19th day of April, 2000 on behalf of:

The Negotiating Committee  
of the City of Toronto

The Negotiating Committee  
of the Canadian Union of  
Public Employees, Local 79

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## Appendix 1

### LOCAL 79 FULL-TIME UNIT

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## **APPENDIX I was the subject of an arbitration**

This has now been **AGREED** to and is effective **October 23, 2001**.

Please Read: [Article 15 - Promotions & Appointments](#)

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### **Appendix 2**

#### **LOCAL 79 FULL-TIME UNIT**

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THIS AGREEMENT made in quadruplicate this \_\_\_\_ day of \_\_\_\_\_, 2000.

BETWEEN

CITY OF TORONTO,  
herein called the "City",

OF THE FIRST PART,

and

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL  
79 (Homes for the Aged Part  
Time Unit), herein called "Local  
79",

OF THE SECOND PART,

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

**WHEREAS** the by-laws of Local 79 as approved provide that membership in Local 79 shall be open to those employees of the

City as hereinafter set forth; and

**WHEREAS** Local 79 and the City were parties to and bound by a composite Collective Agreement pursuant to the Public Sector Labour Relations Transition Act, 1997;

**AND WHEREAS** the City and Local 79 have mutually agreed to enter into and execute this Collective Agreement commencing from January 1, 1999 to remain in force until and including December 31, 2001, and from year to year thereafter as hereinafter provided;

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

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## Article 1 -- PURPOSE

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### 1.01

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

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## Article 2 - RECOGNITION

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### 2.01

The City recognizes Local 79 as the sole bargaining agent for collective bargaining purposes for all full-time employees of the City of Toronto who may occupy the positions set forth in Schedules 1, 2 and 3 annexed hereto and forming part of this Agreement, such group of employees being referred to as "the 79 Unit".

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

**CLARITY NOTE NO. 2:** Employees covered by the following part-time projects shall be included in the bargaining unit described in clause 2.01.

- a. **Employees covered by the former City of Etobicoke ONA Local 29 Collective Agreement who, pursuant to a Letter of Understanding on Job Sharing, work part-time hours;**
- b. **Employees covered by the former City of Etobicoke Health Unit, CUPE Local 3431 Collective Agreement who, pursuant to a Letter of Understanding on Job Sharing, work part-time hours;**
- c. **Employees covered by the former Municipality of Metropolitan Toronto CUPE Local 79 Collective Agreement who, pursuant to a Supplementary Memorandum of Agreement with respect to a Part-time Pilot Project, work part-time hours;**
- d. **Employees covered by the former City of North York ONA Local 41 Collective Agreement who, pursuant to a Memorandum of Understanding on Job Sharing, work part-time hours;**
- e. **Employees covered by the former City of Toronto CUPE Local 79 Collective Agreement who, pursuant to a Supplementary Memorandum of Agreement with respect to a Part-time Pilot Project, work part-time hours;**
- f. **Employees covered by the former Board of Health for the City of York ONA Local 59 Collective Agreement who, pursuant to a Letter of Understanding with respect to job sharing, work part-time hours;**
- g. **Employees covered by the former City of Scarborough CUPE Local 3752 Collective Agreement who pursuant to the Collective Agreement applied for part-time work and now work part-time hours;**
- h. **Employees covered by the former Board of Health for the Borough of East York, ONA Local 5 Collective Agreement who pursuant to a letter of understanding with respect to job sharing, work part-time hours.**

**CLARITY NOTE 3:** All temporary employees who work full-time hours on a seasonal basis and who work within a position set forth in Schedules 1, 2 and 3 of both this Collective Agreement and the Part-time Unit "B" Collective Agreement shall be included in the bargaining unit described in clause 2.01.

**CLARITY NOTE 4:** Those employees covered by the former Board of Health for the Borough of East York Collective Agreement with CUPE Local 114 and who, as at the date of ratification of this Agreement, worked a regular weekly schedule of 33 <sup>3</sup>/<sub>4</sub> hours per week are included in the bargaining unit described in clause 2.01 and are covered for all purposes by the main body of this Agreement.

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

described in clause 2.01.

**NOTE:** Immediately following ratification of this Collective Agreement, the parties will meet to identify those employees and positions who fall under Clarity Note No. 1, Clarity Note No. 2, Clarity Note No. 3, Clarity Note No. 4 and Clarity Note No. 5 and mutually agree as to where the employees and positions should fall.

## **2.02**

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

## **2.03(a)**

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

## **2.03(b)**

A temporary employee is one who is employed for any of the following reasons:

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

## **2.03(c)**

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

## **2.04**

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

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



**the City shall meet with Local 79 forthwith for the purpose of discussing the matter.**

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

## **2.05**

**Local 79 and the employees recognize and acknowledge that it is the exclusive function of the City to:**

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

## **2.06**

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

### **LETTER OF INTENT - Long Service Temporary Employees**

**As soon as reasonably possible following the ratification of the Collective Agreement, Local 79 and the City will review all existing assignments filled by a temporary employee for the purpose of identifying the length of time that the temporary employee has been employed in the same position.**

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

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

**If, following the date of ratification, a temporary employee has been**

continuously employed in the same position for longer than one (1) year, the status of the position will be reviewed with Local 79 and the City and if the position is considered permanent, the position will be posted in accordance with Article 15, (Promotions and Appointments).

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## **Article 3 - UNION SECURITY**

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### **3.01**

It shall be a continuous condition of employment with the City that all employees shall be members in good standing, and that all future employees who come within the 79 Unit shall become members of Local 79 within thirty (30) days from the respective dates of the commencement of their employment with the City and thereafter shall remain as such members in good standing, PROVIDED, that the City shall not be required to discharge an employee who has been expelled or suspended from membership in Local 79, other than for engaging in unlawful activity against Local 79.

### **3.02**

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

- i. deduct from each pay of such employee such sums for dues and contributions to Local 79, provided such are to be uniformly levied for not less than six (6) months payable by such employee as the by-laws of Local 79 or minutes of meetings at which any change in such dues and contributions is made, as the case may be;
- ii. continue to make such deductions until this Agreement is terminated; and
- iii. within one (1) week after making of each such deduction, pay the sum so deducted to Local 79.

### **3.03**

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

### **3.04**

Local 79 will save the City harmless from any and all claims which may be made against the City for appropriate amounts

deducted from pay pursuant to clause 3.02 herein.

### **3.05**

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

## **LETTER OF INTENT - CLASSIFICATIONS**

In addition to the information listed in clause 3.05, the City undertakes to provide the employee's classification in accordance with the pay system report criteria, as soon as it is possible to do so following the conversion of the existing payroll systems from their present format to the SAP system.

## **MEMORANDUM ITEM ONLY - PAY SYSTEM REPORT CRITERIA**

The parties agree to meet forthwith following the date of ratification to discuss pay system report criteria, to ensure a full review and understanding of information needs and appropriate methods of addressing these needs

### **3.06**

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

### **3.07(a)**

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

### **3.07(b)**

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

### **3.07(c)**

When meetings are held between Local 79 representatives and the City, the City and Local 79 will make every effort to schedule such meetings in their entirety during their regular working

**hours, and should the meeting go beyond such hours, the overtime provision of this Agreement will apply up to a maximum of one (1) hour of overtime pay for each employee and Local 79 representative in attendance at such meeting.**

### **LETTER OF INTENT - Information Requests**

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

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

**Any other requests for information by Local 79 shall be considered on a case**

by case basis. The City shall make every reasonable effort to provide Local 79 with the foregoing information.

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## **Article PP - PROBATIONARY PERIOD**

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### **PP.01(a)**

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

### **PP.01(b)**

Where an employee was originally employed in the "Temporary Service" and is subsequently employed in the "Permanent Service" in a position in which there is no distinct change in the character of his/her employment, such "Temporary Service" shall count in full towards the probationary period and such employee shall be entitled to benefits as applicable.

### **PP.01(c)**

Notwithstanding PP.01(a) above, those employees hired on or before the date of ratification of this Collective Agreement will continue to serve the probationary period under the Collective Agreement that they were hired.

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## **Article 4 - NO DISCRIMINATION OR HARASSMENT**

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### **4.01**

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.

#### 4.02

In this article, the term "Handicap", as provided in clause 4.01 shall be as defined in the Human Rights Code, R.S.O., 1990 as amended.

#### 4.03

The prohibition within clause 4.01, with respect to handicap shall not apply where the requirement, qualification or consideration is a reasonable and bonafide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of their duties of a position by reason of handicap.

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## Article 5 - SEXUAL HARASSMENT

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#### 5.01

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.

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## Article 6 - WAGES AND SALARIES

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### MEMORANDUM ITEM ONLY

1. Within 120 calendar days of the ratification of this Agreement by the parties each active employee in Local 79 who was employed by the City in 1998 and who did not receive a negotiated wage increase in 1998 will receive a lump sum payment of \$400.00 less statutory deductions required by law.

Within 120 calendar days of the ratification of this Agreement by the parties, the City shall forward by registered mail, to the last address on record, the lump sum amount less statutory deductions required by law to all employees who left the City between January 1, 1998 and the date that City Council ratified this agreement.

2. Effective January 1, 1999 increase all rates for all classifications payable on December 31, 1998 by 2%.

**Within 120 calendar days of ratification of this Agreement by the parties, each active employee shall receive retroactive pay on 1999 earnings less statutory deductions required by law.**

**Within 120 calendar days of ratification of this Agreement by the parties, the City shall forward by registered mail, to the last address on record, retroactive pay on 1999 earnings less statutory deductions required by law to all employees who left the City between January 1, 1999 and the date that City Council ratified this agreement.**

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

**Within 120 calendar days of ratification of this Agreement by the parties, each active employee shall receive retroactive pay on 2000 earnings less statutory deductions required by law.**

**Within 120 calendar days of ratification of this Agreement by the parties, the City shall forward by registered mail, to the last address on record, retroactive pay on 2000 earnings less statutory deductions required by law to all employees who left the City between January 1, 2000 and the date that City Council ratified this agreement.**

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

#### **6.01(a)**

**Effective January 1, 1999, the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position as set forth in Schedule 1 annexed hereto and forming part of this Agreement, provided, however, that the annual and bi-weekly rate and the hours of work as shown in the said Schedule is to be used only for the purpose of annual estimates and/or information by the various Departments of the City.**

#### **6.01(b)**

**Effective January 1, 2000, 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 2 annexed hereto and forming part of this Agreement, provided, however, that the annual and bi-weekly rate and the hours of work as shown in the said Schedule is to be used only for the purpose of annual estimates and/or information by the various Departments of the City.**

#### **6.01(c)**

**Effective January 1, 2001, 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 3 annexed hereto and forming part of this Agreement, provided, however, that the annual and bi-weekly rate and the hours of work as shown in the**

**said Schedule is to be used only for the purpose of annual estimates and/or information by the various Departments of the City.**

## **Increments**

### **6.02(a)**

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

### **6.02(b)**

**Increments shall be effective at the beginning of the pay period following the date upon which the increment is effective.**

### **6.02(c)**

**An employee's anniversary date for an increment shall not be adjusted as a result of any pregnancy and/or parental leave taken pursuant to clauses 17.06(a) or 17.06(b).**

## **6.03**

**Provided that the Department Head so recommends, a temporary employee who is employed in a position to which a salary range is applicable, shall upon the completion of one (1) year of continuous service in such position, receive the first increment provided in Schedules 2 and 3 in the same manner as a permanent employee in such position in accordance with clause 6.02 and thereafter shall receive annual increments as set out in the said Schedules 2 and 3 and clause 6.02.**

## **6.04**

**The City may set rates of pay for new or changed classifications and shall advise Local 79 of such new or changed classifications at least ten (10) working days prior to the implementation of the new or changed rate of pay and/or changed classification. If Local 79 is of the opinion that the rate is unfair or improper, Local 79 shall have the right of filing a grievance in accordance with the procedure as set forth in clause 16.07 (Step 3) hereof.**

## **Alternate Rate**

### **6.05**

**Subject to clause 6.07, whenever an employee is assigned to perform the regular duties of a higher rated position for at least a full day or shift, he/she shall be paid the minimum of the hourly rate for the position of the higher classification or an**



increase of thirty cents (30¢) per hour, whichever is the greater.

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

#### 6.06

The foregoing alternate rate provisions shall apply to periods during which the employee is absent on paid leave, receiving sick pay in accordance with Article 11 or on paid holidays or on annual vacation, provided such employee has been continuously paid at such alternate rate for at least three (3) months and such qualifying period has not been interrupted by an aggregate of absences on paid leave, sick pay, paid holidays or vacation in excess of twenty (20) working days prior to such absence on paid leave.

These provisions shall apply only when the three (3) continuous months service requirement has been fulfilled and such employee is still being paid such alternate rate at the commencement of such absence and such alternate rate will be paid only to the extent that it would have been paid had the employee remained at work.

#### 6.07

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

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

#### 6.08

The current practice with respect to the payment of wages shall continue for the term of the Collective Agreement. Upon expiry of the Collective Agreement it shall be mandatory for all employees to be enrolled in payroll direct deposit.

#### 6.09

Employees shall continue to receive their pay in accordance with their present pay cycle until the implementation of a

**uniform bi-weekly pay cycle. Effective on or about March 01, 2001 all employees in Local 79 shall be paid on a uniform bi-weekly basis. The parties agree to meet within sixty (60) days of ratification to address issues which may arise with respect to the harmonizing of the pay periods.**

#### **LETTER OF INTENT - Shortage of Pay**

**In the event that an employee's pay has a shortage of eight (8) hours' pay or more and the employee so requests within three (3) working days of the pay date for the bi-weekly pay period in which the shortage occurred, the 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 Ontario Labour Relations Act, except as modified by paragraph 4 of the Memorandum of Agreement dated March 25, 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.

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## Article PE - PAY EQUITY

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### PE.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:

(a) The parties agreed to abide by the provisions of the Pay Equity Act; and,

(b) Following completion of the current Collective Agreement negotiations the parties agree to meet with a view to the development of an appropriate process for achieving and maintaining the objectives of the Pay Equity Act.

### LETTER OF INTENT - Special/Pay Equity Reserve Fund

The parties acknowledge that immediately following completion of wage harmonization we will begin the process of determining whether any pay equity adjustments are required pursuant to the Pay Equity Act.

The City will establish within 120 days of the ratification of the Collective Agreement a Special/Pay Equity Reserve Fund for the purpose of providing

for pay equity adjustments for employees in the Local 79 bargaining units.

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

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## Article 7 - PREMIUM PAY PROVISIONS

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### Overtime

#### 7.01(a)

Each employee shall be paid at the rate of time and one-half for all time worked in excess of his/her regularly scheduled work day or work week.

#### 7.01(b)

Subject to there being mutual agreement between the employee and the Department Head, an employee may receive compensation for overtime worked in the form of time off in lieu of pay at the rate of one and one-half (1 1/2) hours off for each hour of overtime worked provided that the total lieu time taken for both overtime work and work on designated holidays as provided in clause 9.02 shall not exceed eighty-four (84) hours in a calendar year for an employee working a thirty-five (35) hour work week and shall not exceed ninety-six (96) hours in a calendar year for an employee working a forty (40) hour work week.

#### 7.01(c)

Any such lieu time which has not been used or scheduled to be used by the end of a calendar year shall be paid out to the employee, unless there is mutual agreement between the employee and his/her supervisor no later than November 1 that the unused lieu time may be carried over to the subsequent year.

#### 7.01(d)

Subject to operational requirements, overtime shall be distributed as equitably as possible amongst those employees who normally perform the work within the work location concerned. If a dispute arises concerning the distribution of overtime within a work location, the necessary overtime records will be made available for inspection by Local 79 upon request.

### Call-back

#### 7.02(a)

Each employee who has completed his/her regular day's work and who has left his/her office, assigned yard or work location and who is called out and reports for overtime work or who is called out and reports for work on other than his/her regular work day, shall be paid by the City as a minimum, the equivalent of four (4) hours pay at his/her regular overtime rate, whether such employee works or not, for each time such employee is called out and reports for overtime work or work as the case may be.

**7.02(b)**

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

**Stand-by**

**7.03(a)**

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

**7.03(b)**

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

**7.03(c)**

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

**Shift Bonus**

**7.04(a)**

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

**7.04(b)**

Each employee coming within the Local 79 Unit, who works on a regularly scheduled rotating shift shall be paid in addition to the

**regular wage or salary, a shift bonus of sixty-three cents (63¢) per hour, for each day, afternoon or night shift from time to time worked by such employee as part of a regularly scheduled twenty-four (24) hour, seven (7) day per week rotating shift schedule.**

**7.04(c)**

**Each employee coming within the Local 79 Unit, who works a regularly scheduled day shift on a Saturday and/or Sunday shall be paid a premium of sixty-three cents (63¢) per hour for all regular hours worked on that Saturday and/or Sunday, provided the employee is receiving no other premium or bonus pay for hours worked on such day(s).**

**7.04(d)**

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

**Compressed Air**

**7.05**

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

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

**7.06**

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

**Judicial Proceedings**

**7.07(a)**

An employee who is required to appear in court or who is involved in other legal proceedings beyond his/her regularly scheduled hours of work on matters arising out of his/her employment, shall be paid at the rate of time and one-half for all hours worked beyond his/her regularly scheduled hours of work.

**7.07(b)**

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

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## **Article 8 - HOURS OF WORK AND SHIFT CHANGE**

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**8.01(a)**

The regular hours of Day Workers including those workers who regularly work Monday through Friday, shall commence not earlier than 6:00 a.m. and end not later than 7:00 p.m. and be of seven (7) or eight (8) hours duration and thirty-five (35) or forty (40) hours per week as the case may be.

**8.01(b)**

Regular hours at variance with the foregoing may, nevertheless, be established.

**8.01(c)**

Where the hours of work of an employee normally assigned as a day worker are to be changed, the employee and Local 79 shall be given five (5) working days notice of such change. It is understood and agreed that the five (5) working days notice shall not be required where the change of hours of work is caused by an emergency. Nothing herein shall prohibit the City from instituting such rescheduling, but in the event of a dispute, the matter may be the subject of a grievance.

### **Shift Change**

**8.02(a)**

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

**8.02(b)**



If the employee is given less than forty-eight (48) hours notice of such shift change, he/she shall be paid at the rate of time and one-half (1 1/2) for the first changed shift worked.

**8.02(c)**

If the second changed shift worked would otherwise have been a scheduled day off and it falls within forty-eight (48) hours of the notice of the shift change being given, the employee shall be paid at the rate of time and one-half (1 1/2) for such second shift worked.

**8.02(d)**

It is understood and agreed that (a), (b), and (c) do not apply to employees engaged in rink operations or if the change of shift is caused by an emergency.

**8.02(e)**

It is understood and agreed that a change of hours within a regular day, afternoon or night shift shall not constitute a change of shift.

**8.02(f)**

When an employee's shift is being changed, a minimum of twelve (12) hours shall be scheduled off as a rest period between the end of the "old" shift and the commencement of the "new" shift. If an employee's "new" shift commences during such rest period, she/he shall be paid at the overtime rate for all hours worked on the first shift.

**8.03**

Each employee who is required to work on any regular schedule other than Monday through Friday shall be given two (2) consecutive days off in each seven (7) day or other regularly scheduled shift period in lieu of Saturday and Sunday, provided that work schedules which do not conform to the foregoing shall not be considered a violation of this Agreement.

**Lunch Periods**

**8.04(a)**

All employees shall be afforded an unpaid lunch period of not more than one (1) hour duration between the third hour and the fifth hour of his/her shift except in the case of an emergency, when such lunch period shall be at the discretion of the immediate supervisor of such employees, and it is agreed and understood that the City shall be the sole judge of what constitutes an emergency.

#### **8.04(b)**

**Employees covered by the former Board of Health for the Borough of East York (CUPE Local 114) Collective Agreement shall retain their right to an unpaid one and one-quarter (1 ¼) hours lunch period. Immediately following the ratification of the Memorandum, the parties will meet with such employees to offer them the option of working seven (7) paid hours per day with an unpaid one (1) hour lunch break, or retaining their six and three-quarter (6 ¾) hour paid day with an unpaid lunch break of one one-quarter (1 ¼) hours.**

#### **Rest Periods**

#### **8.05**

**Each employee coming within the Local 79 Unit shall be afforded rest periods of fifteen (15) minutes during each morning and afternoon at such times and places as may be decided by the Head of the Department, and the rest periods for those employees on shift work shall be during the first four (4) hour and the second four (4) hour periods respectively.**

#### **8.06(a)**

**Shift schedules that differ from the regular daily or weekly hours of work set out in this Article, may be requested by either party, and provided there is mutual agreement between the parties and, if necessary, approval has been granted by the Employment Practices Branch of the Ministry of Labour, such shift schedules may be introduced on an experimental or continuing basis by the City. Any such agreed upon shift schedules may be terminated by either party giving the other thirty (30) days notice. Consistent with the foregoing, proposed shift schedules which may involve employees in the Local 416 bargaining unit will be discussed with the two Local Unions.**

#### **8.06(b)**

**The details of the twelve (12) hour shift schedule currently in effect and continuing to be in force for certain employees in the Division of Ambulance Services are set out in Appendix A which forms a part of this Collective Agreement.**

#### **LETTER OF INTENT - Hours of Work**

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

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

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## Article 9 - DESIGNATED HOLIDAYS

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### 9.01(a)

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

### 9.01(b)

When any of the above named holidays fall on a Saturday or Sunday, (except Remembrance Day), the City shall designate an alternative day as the day of observance of such holiday, and it is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday. It is understood and agreed that the alternative day(s) so designated may fall immediately before and/or after such Saturday or Sunday, at the City's discretion.

### 9.01(c)

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

### 9.02

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

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

holiday, shall be paid by the City at the rate of time and one-half (1 ½) for time so worked and in addition shall either;

- a. be paid for a full day at his/her regular rate of pay, or
- b. subject to there being mutual agreement between the employee and the Department Head take a subsequent lieu day off with pay at his/her regular rate, provided that total lieu time taken for both work on designated holidays and overtime worked, as provided in clause 7.01, shall not exceed eighty-four (84) hours in any calendar year for an employee working a thirty-five (35) hour work week and shall not exceed ninety-six (96) hours in a calendar year for an employee working a forty (40) hour work week.
- c. Employees in Homes for the Aged, other than clerical employees, who are required to work on a designated holiday shall, instead of being paid for a full day in addition to time and one-half (1 ½), receive payment at the rate of time and one-half (1 ½) for time so worked and be given a day off with pay.

### 9.03

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

### 9.04(a)

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

### 9.04(b)

A new employee must complete his/her probationary period with the City as set out in clause 3.02 before qualifying for the floating holidays.

### 9.05

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

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## Article 10 - VACATIONS

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### 10.01(a)

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

- i. following the completion of one (1) year of service – three (3) weeks vacation; provided that upon completion of the first six (6) months of the employee's first year of service, such employee may, if he/she so requests and the Department Head concerned consents, be granted one (1) week's vacation prior to his/her anniversary date and the second and third week at a time after the anniversary date. If the week of vacation is granted and the employee's service terminates prior to completing one (1) year of service, the value of vacation granted shall be recovered from vacation pay due upon termination;
- ii. following completion of nine (9) years of service – four (4) weeks vacation;
- iii. following completion of seventeen (17) years of service – five (5) weeks vacation;
- iv. following completion of twenty-three (23) years of service – six (6) weeks vacation, and effective January 1, 2000 following completion of twenty-two (22) years of services – six (6) weeks vacation;
- v. following completion of thirty (30) years of service – seven (7) weeks vacation in the thirtieth (30th) year only.

#### **MEMORANDUM ITEM ONLY:**

It is understood that any employee with at least thirty (30) years of service with the City and/or any predecessor employer who has not enjoyed this benefit under any predecessor agreement will be entitled to the provisions of this clause.

### 10.01(b)

An employee who has qualified for the three (3) weeks vacation entitlement under clause 10.01(a)(i) shall thereafter be eligible

for the annual vacation entitlement after January 1st of each calendar year. Other than what is set out in clause 10.01(c) below, January 1st shall be an employee's anniversary date for vacation purposes in respect of this Article.

**10.01(c)**

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

**10.01(d)**

(i) Employees shall be entitled to vacation in accordance with the provisions of this Article, provided that where an employee is not in receipt of salary or wages because of sickness or injury for a period of time which exceeds twenty-six (26) consecutive full pay periods, his/her vacation entitlement shall be reduced by 1/26th for each such consecutive full pay period in excess of twenty-six (26).

**10.01(d)**

(ii) There shall be no reduction of the vacation entitlement of an employee who takes or is granted pregnancy and/or parental leave pursuant to clauses 17.06(a) or 17.06(b) for the duration of such leave.

**10.01(e)**

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

**10.02(a)**

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

**10.02(b)**

Where the anniversary date of such an employee falls earlier in the calendar year than the date on which his/her employment ceases, the employee shall be entitled to receive vacation pay for the period between such anniversary date and the date employment ceases, on the following basis:

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

### **10.03**

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

### **10.04(a)**

**The normal vacation to which the retiring employee may be entitled for the previous year's service may be taken, at the employee's option, prior to the effective date of retirement or as a final payment in lieu of vacation with pay upon retirement.**

### **10.04(b)**

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

### **10.05**

**Where an employee has been employed in the "Temporary Service" prior to appointment to the "Permanent Service" or prior to being eligible for benefits under clause 10.01 and has received an amount of vacation pay in the preceding twelve (12) month period, the employee's vacation with pay entitlement shall be reduced accordingly by the value of the vacation pay the employee so received calculated on the basis of the employee's pay per day in the "Temporary Service".**

**10.06**

**Employees ineligible for the maximum number of days vacation with pay shall, on request, be granted leave of absence without pay for the remainder of such maximum period.**

**10.07**

**A designated holiday, as set out in clause 9.01(a), which falls within a vacation period shall not be considered as a day of vacation.**

**10.08(a)**

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

**10.08(b)**

**In the event that there is no agreement to postpone the whole or part of such vacation to the following calendar year or, if no request is received by November 1 in accordance with clause 10.08(a), the Department Head shall consult with the employee regarding any preference that the employee may have regarding the scheduling of the remaining vacation. In the event that the employee's request cannot be accommodated, the Department Head shall then schedule the employee's vacation so that it is completed before the end of the calendar year, or if the employee so requests, he/she shall be paid out for any unused vacation at the end of the year.**

**10.09(a)**

**Where an employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of an illness or injury he/she shall be entitled to claim sick pay in lieu of vacation for such days of hospitalization, provided that written verification by a physician is provided to his/her Department upon the employee's return to work. The period of vacation shall be rescheduled for a later date and unless approved shall not constitute an automatic extension of the originally approved vacation period. In the event that any extenuating circumstances arise in respect of this clause, the employee and a Local 79 representative may, upon the employee's request, review the matter with his/her Department Head.**

**10.09(b)**



An employee who, during his/her previously scheduled vacation period, is required to serve as a juror, or who is required to appear in court or is involved in other legal proceedings on matters arising out of his/her employment, shall, upon request, have that period of vacation changed to jury or witness duty leave.

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

#### 10.10

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

#### **LETTER OF INTENT - Harmonization of Vacation Year**

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

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

#### **LETTER OF INTENT - Grandparenting of Vacation Entitlement**

##### a. 4 Weeks Vacation

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

##### b. 5 Weeks Vacation

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

## Article 11 - SICK PAY

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### 11.01(a)

Permanent employees shall be eligible to receive sick pay commencing the first of the month following completion of the probationary period.

### 11.01(b)

Temporary employees shall be eligible to receive sick pay commencing the first of the month following the completion of six (6) months of aggregate or continuous service with the City.

### 11.02

In this Article "month" shall mean calendar month.

### 11.03

Each employee shall receive a sick pay credit of one and one-half (1 1/2) days for each month of "unbroken" service with the City, as defined in clause 11.04 such credit to be cumulative from the beginning of the first complete month following the commencement of employment.

### 11.04(a)

Except as provided in clause 11.04(c), a month of "unbroken" service shall be one where an employee works on all scheduled working days in the month, provided that if the employee commences his/her employment on or before the fifth calendar day of a month and the employee works on all scheduled working days of that month, the month will be considered a month of "unbroken" service.

Unemployment due to weather conditions or lack of work, shall not contribute toward a "broken" month provided that the employee works one (1) or more days during the month.

### 11.04(b)

For the purpose of clause 11.04(a), lost time because of illness (except as provided in clause 11.06), injury while on duty, vacations, holidays, scheduled days off, leave of absence with pay or leave of absence without pay to complete the annual vacation entitlement shall not be considered as breaking a month's service.

### 11.04(c)

**If an employee returns from illness without sick credits, and thereafter works and is paid on all remaining scheduled working days of the month in which the employee returns to work the employee shall receive a sick pay credit of one and a half (1 ½) days for such month.**

**11.05**

**Unless otherwise specifically provided for in this agreement, when an employee is given leave of absence without pay for any reason, or is laid off, and returns to work upon expiration of such leave of absence or is recalled to work, he/she shall not receive credits for the period of such absence but shall retain his/her cumulative credits, if any, existing at time of such leave or layoff.**

**11.06**

**Subject to clause 11.04(c) if an employee is absent on account of illness and his/her cumulative sick pay credit has been exhausted, his/her service, for the purpose of this Article, shall be broken and, therefore, he/she shall not receive a credit of one and one-half (1 1/2) days per month for the remainder of such absence.**

**11.07**

**An employee who resigns his/her position with the City or is discharged and later returns to the City Service, shall be considered a new employee and shall not be entitled to bring forward credits available prior to leaving the service.**

**11.08**

**Whenever an employee's days of illness exceed his/her cumulative credit, the excess days of illness shall be regarded as days of illness without pay.**

**11.09**

**Upon the authorization of the Department Head, sick pay shall be paid for any time lost by reason of illness or injury, to the full extent of sick pay credits available to him/her at the time of each absence, except where an award is made under The Workplace Safety and Insurance Act, 1997.**

**11.10**

**The number of days for which an employee receives "sick pay" shall be deducted from his/her Cumulative Sick Pay Credit but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work. Absence on account of illness for less than half a day shall not be deducted. Absence on account of illness for half a day or more and less**

than a full day, shall be deducted as one-half (1/2) day.

**11.11(a)**

An employee absent for more than three (3) consecutive working days shall furnish within seven (7) working days from commencement of absence, a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician. The seven (7) day period may be extended by the Department Head if the employee is incapacitated to the extent that he/she is unable to produce the certificate of illness within that period.

**11.11(b)**

An employee absent for more than twenty-four (24) consecutive working days shall furnish immediately following such twenty-four (24) days, and each subsequent twenty-four (24) consecutive days of absence, a certificate from his/her physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty

**11.12(a)**

Subject to clause 10.08, when an employee has exhausted his/her sick credits, the whole or part of any vacation which may still be due on account of the previous year's service shall, where the employee so requests and the Department Head concerned approves, be provided to him/her.

**11.12(b)**

Notwithstanding clause 11.12(a) and subject to clause 10.08, sick pay may, at the discretion of the Department Head concerned, be interrupted in order that an employee's vacation is completed before the end of the year.

**11.13**

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

- a. Employees of the former City of Etobicoke who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing Collective Agreement and who belong to the Income Protection Plan, as was provided to these employees by the former City of Etobicoke;
- b. Employees of the former City of Etobicoke who were

**members of the former Health Unit, CUPE Local 3431, who belong to the Income Protection Plan;**

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

**The employees detailed above shall continue to be provided with the benefits in accordance with the applicable provisions of the respective plan. Details of these Plans are as set out in Schedule 4 annexed hereto and forming part of this Collective**

**Agreement.**

The parties agree that following ratification of this Collective Agreement, clause 11.13 and Schedule 4 are subject to proofing and validation by Local 79 and the City.

**SICK PAY GRATUITY**

**11.14**

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

**11.15**

Upon termination of employment with the City:

- i. (i) there shall be paid to every employee who has been in the employ of the City; or
- ii. (ii) there shall be paid to the Estate of an employee who dies while in the employment of the City;

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

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

**11.16**

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

- i. All time worked with the City and with any of the predecessor Municipalities, including the Borough of East York Board of Health and the City of York Board of Health, that now form part of the New City of Toronto; and,
- ii. All time lost on account of absence for reasons of illness where the employee was paid for the absence or was considered as being on sick leave without pay.

#### 11.17

An employee who is eligible for payments to receive a sick pay credit grant in accordance with clause 11.15 may request:

- a. The sick pay credit grant be paid as a lump sum amount on termination or retirement; or
- b. The sick pay credit grant be paid as a lump sum amount at a later date in accordance with the Income Tax Act of Canada.

#### 11.18

An employee upon retirement shall be given the option of taking his/her cumulative sick pay credit grant in accordance with clause 11.15 as vacation time prior to his/her termination of employment.

#### 11.19

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

### **LETTER OF INTENT - BOARD OF HEALTH FOR THE FORMER BOROUGH OF EAST YORK EMPLOYEES (O.N.A. LOCAL 5, CUPE LOCAL 114 - Health)**

#### **RE: SEVERANCE ALLOWANCE**

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

#### **Severance**

Upon voluntary termination of employment with the Board of Health for the Borough of East York, (CUPE Local 114- Health) and upon termination of employment with the Board of Health for the Borough of East York for any reason (ONA Local 5) there shall be paid to the employee the whole or part of such an amount as is equal to one-half (1/2) of the cumulative sick pay credit of the employee, but in no case shall such amount exceed the aggregate amount of his/her salary and other remuneration set forth in Column 2 of the following schedule and corresponding to the service requirements set forth

in Column 1 thereof:

<u>Column 1</u>	<u>Column 2</u>
At least 2 years but less than 7 years	1 calendar month
At least 7 years but less than 10 years	2 calendar months
At least 10 years but less than 15 years	3 calendar months
At least 15 years but less than 20 years	4 calendar months
At least 20 years but less than 25 years	5 calendar months
More than 25 years	6 calendar months

#### **LETTER OF INTENT - FORMER INSIDE EMPLOYEES BOROUGH OF EAST YORK (CUPE LOCAL 114)**

##### **SICK PAY CREDIT GRANTS**

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

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

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

#### **LETTER OF INTENT - FORMER INSIDE EMPLOYEES BOROUGH OF EAST YORK (CUPE LOCAL 114)**

##### **RETIREMENT ALLOWANCE**

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

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

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



## LETTER OF INTENT - FORMER CITY OF TORONTO EMPLOYEES (CUPE LOCAL 79)

### RE: RETIREMENT ALLOWANCE

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

- i. Every employee who is (a) retired on account of age; or (b) retires from employment and is qualified to receive a pension pursuant to either paragraphs (1), (2) or (3) under heading "C" of the Schedule contained in Section 5 of by-law No. 380-74 and amendments thereto, being a by-law to provide improved benefits for certain employees and certain former employees, or pursuant to the Ontario Municipal Employees Retirement System or pursuant to an approved pension plan within the meaning of Section 250 of the Municipal Act R.S.O., (1990) respecting the employees of The Corporation of the Village of Forest Hill or of The Corporation of the Village of Swansea or the Local Board of Health of either of such Corporations;
- ii. Every employee who, while in the service of the City has become incapable through illness, old age or disability, of efficiently discharging his/her duties;

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

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

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

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

## **LETTER OF UNDERSTANDING - FORMER CITY OF ETOBICOKE EMPLOYEES**

### **RE: RETIREMENT ALLOWANCE**

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

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

## **LETTER OF INTENT - FORMER CITY OF YORK EMPLOYEES (CUPE LOCAL 103)**

### **PAYOUT FOR SICK LEAVE CREDITS**

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

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

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

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

Employees transferred into Local 103 subsequent to July 31st, 1982 who would be covered by the above are included. Similarly, any employees of the former CUPE Local 840 (Inside), who would be covered by the above are included. The employees referred to in this paragraph are those who are currently members of CUPE Local 79.

## **LETTER OF INTENT - FORMER BOARD OF HEALTH FOR THE CITY OF YORK EMPLOYEES (O.N.A. LOCAL 59)**

### **PAYOUT FOR SICK LEAVE CREDITS**

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

Employees of the former Board of Health for the City of York, on staff prior to October 1st, 1982, who did not enrol in the new STD plan will be covered by

**Schedule C, Option B, of the former Local 59 Collective Agreement. Said employees shall receive a sick pay out in accordance with the former City of York by-law 2165.**

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

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

**Employees transferred into Local 59 subsequent to October 1st, 1982 who would be covered by the above are included. Similarly, any employees of the former CUPE Local 840 (Health), who would be covered by the above are included. The employees referred to in this paragraph are those who are currently members of CUPE Local 79.**

#### **LETTER OF INTENT - FORMER CITY OF YORK EMPLOYEES (CUPE LOCAL 840 – INSIDE )**

#### **PAYOUT FOR SICK LEAVE CREDITS**

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

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

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

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

**Employees transferred into CUPE Local 840 subsequent to July 31st, 1982 who would be covered by the above are included. Similarly, any employees of the former CUPE Local 840 (Health), who would be covered by the above are included. The employees referred to in this paragraph are those who are currently members of CUPE Local 79.**

#### **LETTER OF INTENT - FORMER CITY OF YORK EMPLOYEES (CUPE LOCAL 840 – HEALTH )**

#### **PAYOUT FOR SICK LEAVE CREDITS**

**Notwithstanding clause 11.15, the following payout for sick leave credits**

shall apply to employees who were formerly employed by the Board of Health for the City of York.

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

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

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

Employees transferred into CUPE Local 840 subsequent to July 31st, 1982 who would be covered by the above are included. Similarly, any employees of the former CUPE Local 840 (Inside), who would be covered by the above are included. The employees referred to in this paragraph are those who are currently members of CUPE Local 79.

#### **LETTER OF INTENT - Former City of Scarborough Employees**

##### **Re: Retirement Allowance and Payout for Sick Leave Credits**

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

#### **LETTER OF INTENT - Former City of Scarborough Employees (CUPE Local 545)**

##### **RE: SEVERANCE ALLOWANCE**

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

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

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

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

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

## **LETTER OF INTENT - Former City of Scarborough Nurses (CUPE Local 3752)**

### **Re: Payout For Sick Leave Credits**

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

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

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

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

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## **Article 12 - EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM**

# DISABILITY - INSURANCE

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The following benefits will become effective within thirty (30) calendar days following the date on which the benefit coverage is moved to a single benefits carrier.

## Eligibility for Benefits

### 12.01(a)

A permanent employee of the City shall be entitled to the benefits provided for in this Article upon the completion of his/her probationary period as set out in Article PP (Probationary Period).

### 12.01(b)

A temporary employee of the City who completes six (6) months of continuous service or six (6) months of aggregate service with the City shall be entitled to the benefits provided for in this article.

### 12.01(c)

Where an employee is not in receipt of salary or wages because of sickness, or injury for a period of time that exceeds twenty-six (26) consecutive full bi-weekly pay periods, the employee shall be responsible for paying the cost of premiums for any or all of the benefits in this Article under which the employee has coverage.

### 12.01(d)

Clauses 12.02(a) and 12.02(b) and 12.03 shall apply to the eligible dependents of an eligible employee (as defined in clauses 12.01(a) and (b) above). Such dependents are defined as follows:

- An employee's spouse including same-sex partner; and/or
- An unmarried child (including adopted, foster or stepchild) of the employee or the employee's spouse who is:
  - dependent on the employee for support; and
  - under twenty-one (21) years of age (up to twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support), or

- incapable of self-support because of a physical or mental disability and becomes handicapped before age twenty-one (21) (up to twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support)

## **Extended Health Care Benefits**

### **12.02(a)**

The City will provide for all employees by contract through an insurer selected by the City an Extended Health Care Plan which will provide extended health care benefits. The City shall pay one hundred per cent (100%) of the premiums, which will include any premiums payable under The Health Insurance Act, R.S.O. 1990, c.H.6.

### **Eligible Expenses (Benefit year January 1 – December 31)**

- Semi-private hospitalization – difference between ward and semi-private hospital room
- Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
  - Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules
  - Maximum of \$300.00 per person per benefit year for smoking cessation medication
  - Other non-prescription but life sustaining drugs if they have a Drug Identification Number
  - Non-generic drugs will be covered if:
    - there is no generic substitution; or
    - there are no generic substitutions readily available from the pharmacy of the employee's choice; or
    - generic drugs are the same cost, or more expensive; or
    - the employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or dependent concerned.
- Private duty nursing at home when medically necessary, to a maximum of \$25,000.00 per person per three (3) benefit years
- Services of a licensed chiropractor, osteopath, podiatrist,

**chiropracist, speech therapist or masseur (after OHIP ceases to pay for treatment) to a maximum of \$250.00 per person per benefit year, per specialty**

- **Services of a licensed or registered physiotherapist**
- **Services of a licensed psychologist, to a maximum of \$300.00 per person per benefit year**
- **Up to \$225.00 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist**
- **Hearing aids, including repairs and batteries to a maximum of \$500.00 per person per benefit year**
- **One (1) pair of orthotic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropracist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices per benefit year.**
- **One (1) pair of orthopaedic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropracist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthopaedic devices per benefit year.**
- **Out of country emergency medical coverage for employees travelling in connection with their job duties.**
- **Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan.**
- **Ambulance services, dental services to repair damage to natural teeth and dentures, which start within twelve (12) months of the accident, rental of medical equipment, casts, braces, crutches, etc., (or purchase where appropriate) artificial limbs and eyes, plus other expenses such as wigs, elastic stockings, breast prostheses, etc., to the extent that they are reasonable and do not exceed the limits to be established in our plans.**

#### **12.02(b)**

**The City shall provide out-of-province/country coverage for emergency treatment for employees and their dependents.**



## **Dental Benefits**

### **12.03**

The City will provide for all employees by contract through an insurer selected by the City a Dental Plan which will provide dental benefits. The City shall pay one hundred per cent (100%) of the premiums.

**Eligible Expenses (Current ODA fee guide for general practitioners; other expenses to reasonable and customary charge; benefit year – January 1 – December 31) One hundred percent (100%) for:**

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

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

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

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

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

## **Group Life Insurance**

### **12.04**

The City will provide for all employees through a contract with an insurer selected by the City, Group Life Insurance in an amount equal to the

employee's annual salary rounded to the next higher \$1,000, if not a multiple thereof. The City shall pay one hundred per cent (100%) of the premiums.

### **LETTER OF INTENT - Grandparenting of Group Life Insurance**

Notwithstanding the provisions of clause 12.04 those employees who, at the date of ratification were covered by the following Collective Agreements shall continue to be provided with group life insurance coverage as follows:

- a. **Etobicoke Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) – two (2) times salary, to a maximum benefit of six hundred thousand dollars (\$600,000), 100% paid for by the employer;**
  - b. **Etobicoke Inside (formerly non-union and certified with CUPE May 8, 1998 by the Ontario Labour Relations Board Order No. 4499-97-R) – two (2) times salary to a maximum benefit of six hundred thousand dollars (\$600,000), 100% paid for by the employer;**
  - c. **Etobicoke Health Unit (CUPE Local 3431) – two (2) times salary, to a maximum benefit of four hundred and fifteen thousand dollars (\$415,000), 100% paid for by the employer;**
  - d. **Etobicoke Health Unit (ONA Local 29) – two (2) times salary, 100% paid for by the employer;**
  - e. **East York Inside (CUPE Local 114) – two (2) times salary, 100% paid for by the employer;**
  - f. **East York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) – two (2) times salary, 100% paid for by the employer;**
  - g. **East York Health Unit (ONA Local 5) – two (2) times salary, 100% paid for by the employer;**
  - h. **East York Health Unit (CUPE Local 114) – two (2) times salary, 100% paid for by the employer;**
- NOTE:** For (e), (f), (g) and (h) above, employees are entitled to a \$2,000 spousal death benefit and a \$1,000 per dependent death benefit. This benefit coverage is 100% employer paid and ceases on the employee's sixty-fifth (65th) birthday.
- i. **Scarborough Inside Unit (CUPE Local 545) – two (2) times salary, 100% paid for by the employer;**
  - j. **Scarborough Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) – two (2) times salary, 100% paid for by the employer.**
  - k. **Scarborough Nurses (CUPE Local 3752) – two (2) times salary, 100%**

**paid for by the employer;**

- l. Scarborough Public Utilities Unit (UWC, Local 1, Unit 2) – one and one-half (1 ½) times salary, to a maximum of six hundred thousand dollars (\$600,000), 100% paid for by the employer;**
- m. York Inside Unit (CUPE Local 840) – two (2) times salary, 100% paid by the employer;**
- n. York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) two (2) times salary, 100% paid by the employer;**
- o. York Health Unit (CUPE Local 840) – two (2) times salary, 100% paid for by the employer;**
- p. York Foremen Unit (CUPE Local 103) – two (2) times salary, 100% paid for by the employer;**
- q. York Health Unit (ONA Local 59) – two (2) times salary, 100% paid for by the employer;**
- r. Metro Inside Unit (CUPE Local 79) – two (2) times salary, 50% paid for by the employer;**
- s. City of Toronto Inside Unit (CUPE Local 79) - two (2) times salary, 50% paid for by the employer;**
- t. North York Inside Unit (CUPE Local 94) - two (2) times salary, 50% paid for by the employer;**
- u. North York Dental Unit (CUPE Local 94) - two (2) times salary, 50% paid for by the employer;**
- v. North York Foremen's Unit (CUPE Local 711) - two (2) times salary, 50% paid for by the employer;**
- w. North York Full-Time Nurses (ONA Local 41) - two (2) times salary, 50% paid for by the employer;**
- x. Metro Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) – two (2) times salary, 50% paid for by the employer;**
- y. City of Toronto Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) – two (2) time salary, 50% paid for by the employer;**
- z. Until such time as the parties develop the optional life insurance as described below ("Optional Group Life Insurance"), the City shall continue to provide to those employees who currently have it, spouse and/or dependent(s) group life insurance, under their present terms**

and conditions.

**NOTE:** The parties agree that following the ratification of this Collective Agreement, the above Letter of Intent re: Grandparenting of Group Life Insurance is subject to proofing and validation by Local 79 and the City.

### **MEMORANDUM OF AGREEMENT ONLY - OPTIONAL GROUP LIFE INSURANCE**

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

#### **Long Term Disability**

##### **12.06(a)**

The City will provide for all employees by contract with an insurer selected by the City a Long Term Disability plan for employees and will pay one hundred percent (100%) of the cost thereof to provide a long term disability benefit of seventy-five percent (75%) of such employee's basic salary to a maximum of \$4,750.00 per month for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workplace Safety and Insurance Board or any other plan to which the City makes any contribution, such long term disability benefit to be payable after six (6) continuous months absence from work on account of illness or injury; provided that no employee shall be eligible to collect Long Term Disability benefit payments so long as he/she is in receipt of sick pay benefits from the City.

##### **12.06(b)**

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

##### **12.06(c)**

The City shall provide employees who are in receipt of the long term disability plan benefit, benefit coverage under the Extended

## **Health Care and Dental plans.**

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

### **12.07(a)**

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

## **Benefits Monitoring Committee**

### **12.08**

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

**The objective of the Committee will be to address issues of concern arising out of the administration of the benefit plan including the review of any special circumstances where employees incur extraordinary expenses within the parameters of the plan and to review the plan and, if the parties both agree, to make joint recommendations regarding the plan so as to ensure that it meets the needs of Local 79 and the City.**

**The Committee shall meet at the request of either party.**

## **Benefit Plan Book**

### **12.09**

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

## **Change in Carrier**

### **12.10**

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

## **Accidental Death and Dismemberment Insurance**

### **12.11**

The City will provide for all employees by contract through an insurer selected by the City, Accidental Death and Dismemberment Insurance. The City shall pay one hundred per cent (100%) of the premiums.

#### **MEMORANDUM OF AGREEMENT ONLY**

Employees whose health and dental benefits were carried by CUMBA or any other carrier who did not use a January to December benefit year immediately prior to the selection in 2000 of a single carrier for the City shall, in the year in which the transition to a January – December benefit year occurs, be entitled to the full annual maximum of any benefits to which an annual maximum applies, as described in clauses 12.02 and 12.03 of the Collective Agreement.

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## **Article 13 - PENSIONS AND RETIREMENT**

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### **13.01(a)**

All employees enrolled in the Ontario Municipal Retirement System (OMERS) as of January 1, 1998, shall continue to participate in the OMERS plan.

### **13.01(b)**

All permanent employees hired after January 1, 1998, shall enroll in the OMERS plan.

### **13.01(c)**

All employees who are members of pension plans other than the OMERS plan as of January 1, 1998, shall continue to participate in those plans.

### **13.01(d)**

Without limiting the generality of the foregoing, the pension plans to which clause 13.01(c) applies include, but are not limited to:

- Toronto Civic Employees' Pension Plan
- York Employees' Pension Plan
- Metro Toronto Pension Plan

It is understood and agreed that this list includes all non-OMERS pension plans of which the parties are aware as of

**the date of ratification of this Collective Agreement. However, it is also understood and agreed that the list is not an exhaustive list, and that any other non-OMERS pension plans of which either party becomes aware during the term of this Collective Agreement will also be covered by clause 13.01(c).**

**13.01(e)**

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

**13.01(f)**

**Each new temporary employee who works other than on a continuous full-time basis and who was hired on or after the date of ratification of this Collective Agreement, shall, as a condition of employment, join the OMERS pension plan on January 1st following any two (2) consecutive calendar years where, in each year, such employee;**

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

**13.01(g)**

**All temporary employees hired prior to the date of ratification shall have the option to enrol in the OMERS plan as outlined in 13.01(f) above.**

**13.02**

**Notwithstanding Article 4 (No Discrimination or Harassment) hereof, each employee shall be retired upon attaining the age of sixty-five (65) years, such retirement to be effective upon the last day of the month in which the sixty-fifth (65th) birthday of such employee occurs.**

**13.03**

**For those leaves of absences granted under clause 17.01(a) and 17.01(b), every employee on leave of absence on Local 79 Business shall be considered to be in full time attendance for pension purposes. Local 79 shall remit to the City both the employer and the employee share of the required pension contributions during such leave on a quarterly basis as invoiced therefor by the City.**

**13.04(a)**

**An employee who has at least ten (10) years of credited pension service with the City, including predecessor service, and who elects early retirement shall be eligible for the continued coverage of benefits set out in clauses 12.02 (Extended Health Care), 12.03 (Dental), and 12.04 (Group Life Insurance) up to and including the last day of the month in which his/her sixty-fifth (65th ) birthday occurs. Such benefits will be effective upon the date on which the employee actually retires.**

**13.04(b)**

**An employee hired prior to the date of ratification of the Memorandum, and who at retirement does not have ten (10) years of credited pension service with the City, including predecessor service, shall be entitled to the benefits as outlined above in clause 13.04(a) up to and including the last day of the month in which his/her sixty-fifth (65th ) birthday occurs.**

**13.05**

**Where an employee who elects early retirement and is eligible for benefits in accordance with clause 13.04 dies prior to his/her sixty-fifth (65th) birthday, said employee's spouse and eligible dependents, if any shall continue to be covered by said benefits with the exception of the benefits provided under clause 12.04 (Group Life Insurance) up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.**

**13.06**

**Where an employee who would have been eligible to elect early retirement dies prior to actually taking early retirement, and provided that such employee was eligible for benefit coverage at the time of his/her death, the employee's spouse and eligible dependents, if any, shall with the exception of those benefits provided under clause 12.04 (Group Life Insurance), be eligible for the benefit coverage as set out in clause 13.04 for the period from the date of the employee's death up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.**

**13.07**

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



**13.08**

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

**13.09**

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

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

**LETTER OF INTENT - Grandparenting of Group Life and Paid-up Life Insurance for Retirees**

- a. Etobicoke Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19,1998), Etobicoke Inside (formerly non-union and certified with CUPE May 8, 1998 by the Ontario Labour Relations Board Order No. 4499-97-R), Etobicoke Health Unit (CUPE Local 3431) and Etobicoke Health Unit (ONA Local 29) - Upon retirement, an employee shall receive flat coverage at one quarter (1/4) pre-retirement coverage to a maximum of \$50,000. The premiums shall be paid one hundred (100%) percent by the City.
- b. East York Inside (CUPE Inside 114), East York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19,1998), East York Board of Health (ONA Local 5) and East York Board of Health (CUPE Health 114) - Employees who retire before age sixty-five (65) shall have the option of continuing their Group Life Insurance coverage on the present basis of coverage to age sixty-five (65). Such coverage shall be 25% paid for by the employer. Upon ceasing of such coverage or at age sixty-five (65), the retired employee will be provided with \$5,000 paid up life insurance provided that no employee or retired employee shall participate in both coverages simultaneously.
- c. Scarborough Inside Unit (CUPE Local 545), Scarborough Inside (formerly non-union and placed in CUPE Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19,1998), Scarborough Nurses (CUPE Local 3752) and Scarborough Public Utilities Unit (UWC, Local 1, Unit 2) - Employees who retire before age sixty-five (65) shall be entitled to have their Group Life Insurance coverage continued on the basis of coverage to age sixty-five (65), provided that any employee opting to continue such insurance coverage shall pay to the City seventy-five (75%) of the premium cost at the group rate and the City shall pay twenty-five percent (25%) of the premium cost.

- d. **York Inside Unit (CUPE Local 840), York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19,1998), York Board of Health (CUPE Local 840), York Foremen Unit (CUPE Local 103) and York Board of Health (ONA Local 59) - Re: Extension of Group Life Insurance—Retirees: Effective August 1, 1987 the City shall provide early retirees the opportunity to continue their Group Life Insurance coverage of twice their annual salary, 50% paid for by the employer. The City shall provide a paid up Group Life Insurance Policy for all retirees (after January 1, 1988) in the amount of six thousand (\$6,000) dollars, 100% paid for by the employer.**
- e. **North York (Inside – CUPE Local 94), North York (Dental – CUPE Local 94) and North York (Foremen – CUPE Local 711) - Those employees above who retired on or after January 8, 1999 and up to and including the date of ratification shall be entitled to the retiree benefits outlined in the Collective Agreements identified in (e). Those employees who retired prior to January 8, 1999 shall be entitled to the retiree benefits in the respective Collective Agreements outlined in (e). The City will ensure that the benefits will continue to be provided through the City of Toronto and the Toronto Civic Employees Union CUPE Local 416.**
- f. **City of Toronto (Inside – CUPE Local 79) and Metropolitan Toronto (Inside – CUPE Local 79) – For an employee eligible for retiree benefits under 13.04 (c), he/she shall be provided with Group Life Insurance of five thousand (\$5,000) dollars.**

**NOTE:** Following ratification of this Collective Agreement the above Letter of Intent re: Grandparenting of Group Life and Paid-up Life Insurance for Retirees is subject to proofing and validation by Local 79 and 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 - Pension Education**

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

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

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## Article 14 - REQUESTS FOR TRANSFER

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### 14.01(a)

An employee wishing to transfer to another Department or a Division within the same Department and within the same classification may submit, once per year, such request in writing to the Human Resources Division of the Corporate Services Department.

### 14.01(b)

An employee wishing to transfer to a different location within his/her Department or Division may submit such request in writing to his/her Department Head.

### **LETTER OF INTENT - Amalgamation/Service Consolidation-Related Transfers**

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

The City further recognizes that Local 79 has a legitimate interest in ensuring that their members are treated in a reasonable and consistent manner where it becomes necessary to transfer employees on a permanent basis within the context of the City's amalgamation activities.

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

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

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

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## Article 15 - PROMOTIONS AND APPOINTMENTS

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**Effective October 23, 2001**

### **1. Article 15 in the Collective Agreement Between the City of Toronto and Local**

#### **15.01 (a)**

**Whenever appointments to or promotions within the City are to be made, the Department Head concerned shall notify the Executive Director of Human Resources of the City accordingly, setting forth the duties of the position and the qualifications required. The Executive Director of Human Resources shall arrange for the position to be made known to all employees through a Job Call. Applicants for such appointments and promotions shall be considered on the basis of any or all of the following factors: seniority, education, training and work experience, ability and appraisal of past performance.**

**(b) The Executive Director of Human Resources shall:**

**(i) Send copies of Job Call notices, in accordance with Article 15.02, to all City Departments, which notices each Department Head shall ensure are prominently displayed so that all employees are made aware of the positions available.**

**(ii) Provide copies of any Job Call notice to the Recording Secretary of Local 79 at least five (5) working days prior to the actual posting. Said copies shall be kept in confidence until the date on which the Job Call notice(s) is posted.**

**(c) For positions within the Civic Service, a Job Call will be issued and shall state:**

**i) the general duties of the position;**

**ii) the Department, Division, Section and work location, where possible;**

**iii) the bargaining unit in which the position is situated;**

**iv) the salary range or wage rate;**

**v) the qualifications required;**

- vi) the procedure for making application;
- vii) the time limit for receiving applications;
- viii) the contact person;
- ix) that the examinations, if any, which candidates must undergo for the position will be held in the Human Resources Department unless otherwise indicated;
- x) whether a Candidate List or an Eligibility List will be established from the Job Call;
- xi) whether the position is existing or new; and,
- xii) the job evaluation code number, if one exists.

**(d) The time limit provided in the foregoing (c) (vii) hereof shall not be less than two (2) weeks from the date of issue of the Job Call, provided that the Executive Director of Human Resources may, upon notice to Local 79, establish a shorter period.**

**(e) An employee covered by the part-time Homes for the Aged Collective Agreement, the part-time Unit B Collective Agreement or the Recreation Workers Collective Agreement, as the case may be, shall have access to the Job Call procedure as set out in Article 15 herein.**

**(f) Prior to a position being posted through the Job Call procedure, those employees who have a request for transfer on file as per Article 14 (Transfers) shall be given consideration for such position.**

**(g) Priority for promotions and appointments under this Article shall be given to applicants coming within any of the Local 79 bargaining units.**

**Promotional vacancies will be advertised within the Civic Service.**

#### **15.02**

**The first consideration will be given to internal applicants and outside advertising will only take place in the event that the Executive Director of Human Resources and the Department Head concerned believe that there may not be employees within the Civic Service with the qualifications required. In this event, the position will be advertised simultaneously inside and outside the Civic Service.**

#### **15.03**

**(a) Applications for available positions shall be made on forms supplied by the Human Resources Department. An employee may apply for a position in a classification that is at the same, or higher or lower rate of pay than his/her present classification.**

**(b) The Executive Director of Human Resources and the Department Head concerned will conduct a joint preliminary review of all applications received to make a fair and objective determination as to whether applicants meet the required qualifications for the position to be filled.**

**(c) An employee whose application has been rejected because of insufficient qualification for the position shall be notified in writing at least seven (7) days prior to the date of the examination. The given seven (7) day time limit referred to herein shall be ten days if it is with respect to an employee in the Temporary Service who is employed less than 35 or 40 hours per week.**

**(d) Any applicant for examination or candidate participating in an examination who deems he/she has a complaint regarding the procedure or any other matter may have his/her complaint placed before the Executive Director of Human Resources.**

#### **15.04**

**If, after the review of employee applications, the Executive Director of Human Resources and the Department Head concerned agree that a written examination, Review Board or other test is not necessary to confirm applicants' qualifications for a position, the Executive Director of Human Resources will forward to the Department concerned, in order of seniority, the names and seniority dates of qualified applicants.**

#### **15.05**

**The Executive Director of Human Resources and the Department Head concerned will decide jointly on the need for an examination(s) for the purpose of determining qualified applicants for the position. Should passing an exam be required to qualify for a particular position it will be conducted in a manner that will provide a fair assessment of all candidates using the same set of standards. Examinations will take the form of written test(s), practical physical/skill tests, Review Board or any combination thereof to ensure applicants are examined for the qualifications and skills considered most important to the position.**

#### **15.06**

**Should a Review Board, written and/or practical examination be required for assessment purposes, applicants will be advised in writing by the Executive Director of Human Resources of the type of examination, when and where the examination will be conducted.**

**15.07**

**Review Board members will jointly complete a "Review Board Applicant Evaluation Form". Evaluation forms will be retained by the Executive Director of Human Resources and copies will be available for review by Human Resources Division with the approval of the applicant within forty-five (45) days of being advised of the Review Board decision. "Review Board Applicant Evaluation Forms" completed on a candidate for a specific position, will have no relevancy to any other position for which the employee might apply. The Review Board is responsible for qualifying applicants for the position.**

**15.08**

**The Executive Director of Human Resources will permit any applicant to review his/her examination paper by appointment within forty-five (45) days of an examination. The applicant may, if desired, review his/her examination paper, by appointment with staff of the Human Resources Division.**

**15.09**

**Applicants who do not comply with the procedures and guidelines established for conducting examinations shall be disqualified from further consideration as a position candidate.**

**15.10**

**Upon completion of written, practical examinations and/or a Review Board, the Executive Director of Human Resources will advise all applicants in writing of their results, and will forward to the Department concerned, in order of seniority, the names and seniority dates of the successful applicants for selection.**

**15.11**

**The selection decision will be based upon the criteria as set out in sub-clause 15.01(a) hereof. If other than senior applicant(s) from the list of applicants who meet the required qualifications is selected, the Department Head will advise the Executive Director of Human Resources in writing, giving reasonable justification for the selection of candidate(s) with less seniority. Such justification must demonstrate a fair and objective basis for the selection decision and for the separation between the successful applicant(s) and the unsuccessful senior applicant(s). The Executive Director of Human Resources will notify all applicants who were not successful for the position, quoting the Department Head's justification.**

**15.12**

**(a) A list of the qualified applicants from each Job Call shall be**

**either:**

**i) a Candidate List which shall only be valid for the filling of the posted vacancy, or**

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

**(b) The Candidate List or Eligibility List will be formed in accordance with Articles 15.04 or 15.10, as the case may be. Eligibility Lists will become effective upon receipt by the Department concerned. Subject to sub-clause (f) below, Eligibility Lists will be used to select the successful applicant for each successive appointment and/or promotion to the position in question which arises during the period that the Eligibility List is in effect.**

**(c) An Eligibility List shall remain in effect for six (6) months or unless depleted before that time. If the Eligibility List is depleted, or upon the expiry of the six (6) months, whichever comes first, any appointments and/or promotions for the position in question shall be the subject of further Job Call(s).**

**(d) Notwithstanding the first sentence of Article 15.01(a), further Job Calls shall not be issued for appointments and promotions for the position in question during the period that the Eligibility List is in effect.**

**(e) Each selection decision for appointment and/or promotion shall be made in accordance with Article 15.11 from the applicants on the Candidate List or Eligibility List. Should a less senior applicant be chosen from the Eligibility List, applicants on the Eligibility List with greater seniority shall be notified.**

**(f) Applicants on the Eligibility List shall have the right to decline an offered vacancy once. In the event that an applicant on the Eligibility List declines a second offered vacancy, his or her name shall be struck from the Eligibility List and he or she shall not be considered for any future vacancies in the position during the remainder of the period that the Eligibility List is in effect. In the event that all applicants on an Eligibility List decline the same offered vacancy, the City shall have the right to fill the vacancy externally without any obligation to re-post it.**

### **15.13**

**(a) All appointments and promotions to permanent positions shall be subject to a three (3) month assessment period which will be extended by the amount of time an employee is absent in excess of ten (10) working days during the period of assessment.**

**(b) A joint performance review will be conducted between the**



employee and the Department Head after the employee's first six (6) weeks in the position to evaluate the employee's performance and suitability or to determine the possibility of reversion.

(c) Should the promotion be confirmed, the three-month assessment period shall count toward the six (6) month probationary period defined in Article PP if said employee had not completed such period prior to promotion.

(d) Should a reversion be necessary, the three-month assessment period or any part thereof served in the promoted position shall not count towards the six (6) month Probationary Period if said employee had not completed his/her Probationary Period prior to promotion as set out in Article PP.

(e) Should a reversion be necessary or requested by the employee, the employee shall be reverted to his/her former position and salary, if the position has not been filled during the interim period. If the former position has been filled, the employee will be reverted to a position reflecting the salary earned by the employee prior to the promotion. The time served in the position prior to the promotion will count towards the service required to qualify for an increment as set out in sub-clause 6.02 and 6.03 of Article 6.

(f) Should no substitute position be available, a supernumerary position at the pre--promotion salary level will be created for the employee until such time as a position becomes available. The time served in his/her former position prior to the promotion will count towards the service required to qualify for an increment as set out in sub--clause 6.02 and 6.03 of Article 6.

## 15.14

Any employee who is no longer capable of performing his/her full required duties by reason of disability, but whose disability is not of sufficient severity to qualify for a disability pension under the provisions of any of the pension plans affecting Civic employees, may be placed in a suitable position in the Civic Service, if such position is available, on the recommendation of the Executive Director of Human Resources without regard to the other sub-clauses of this Article.

## 2. Letter of Understanding

May 3, 2001

Ms. Ann Dembinski  
President, Local 79

Dear Ms. Dembinski:

## **Re: Scheduling of Examinations and Job Competitions**

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

Yours truly

**Harold Ball**  
Director, Employee & Labour Relations

### **3. Letter from City of Toronto to Local 79**

I am writing to confirm that Eligibility Lists are intended as an administrative convenience only where it is anticipated that there will be a number of appointments and/or promotions to the position in question during the six months following issue of the Job Call. Eligibility Lists will not be established by the City in respect of every job call but rather in such situations as, but not limited to:

- where a large number of vacancies are anticipated in the position in question during the six months following issue of the Job Call;
- where a high turnover rate is anticipated in the position in question during the six months following the issue of the Job Call.

While this letter will not form part of the Collective Agreement, the parties agree that this letter would be admissible and can be relied on by either party in any dispute concerning the interpretation, application or administration of Article 15.12.

The parties further agree that for the duration of the current Collective Agreement and the next Collective Agreement only, any grievances dealing with the City's use of Eligibility Lists, including grievances dealing with Article 15.12 and this letter, which are referred to a Board of Arbitration, and where the parties are unable to agree on a Chair, Mr. William Kaplan shall act as Chair.

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## **Article 16 - GRIEVANCE PROCEDURE**

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### **16.01**

The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as

**possible.**

**16.02**

**Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.**

**16.03**

**For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.**

**16.04**

**A committee of not more than three (3) officers of Local 79 shall be designated by the President of Local 79 and shall constitute a committee hereinafter called the Local 79 Grievance Committee, to deal with a grievance in accordance with this Article.**

**16.05**

**The City acknowledges the right of Local 79 to appoint or otherwise select stewards and officers and, in this regard, Local 79 acknowledges and agrees that Stewards and Officers of Local 79 have regular duties to perform as employees of the City and that such employees will not leave their regular duties to assist employees in respect of matters arising under this Article without obtaining the permission of their Department Head or someone designated by him/her and will similarly report upon returning to their regular duties. Such permission shall not be unreasonably denied. Time spent during an employee's regular working hours pursuant to this Article shall be without loss of pay.**

**16.06(a)**

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

**16.06(b)**

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

**16.07**

**Where a difference arises between the parties relating to the**

**interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, such difference or allegation, being hereinafter referred to as "The Dispute" in Step One and thereafter "The Grievance", the following grievance procedure shall apply;**

**i. Step One – Dispute Resolution**

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

**ii. Step Two**

**If the dispute is not resolved at Step One, the grievance and redress sought shall be put in writing and signed by the employee. Local 79 shall file the grievance with the Department Head within ten (10) working days following the Step One meeting, and shall provide the grievor's immediate supervisor with a copy of the grievance. The Department Head shall confer with the Representative of Local 79 within twenty (20) working days after receipt of the grievance at Step Two, and shall advise Local 79 in writing of his/her decision in respect to the grievance within ten (10) working days of the time of the conference. The grievor will attend the Step Two meeting upon the request of Local 79, provided that such request must be made at least five (5) working days prior to the date of the Step Two meeting.**

**iii. Step Three**

**In the event that the Department Head does not provide redress satisfactory to Local 79 it may within ten (10) working days after the receipt of the written decision of the Department Head, forward copies of the grievance and the written decision as provided for in Step Two to the Director of Employee and Labour Relations. Upon receipt of such copies, the Director of Employee and Labour Relations shall confer with the Representative of Local 79 within twenty (20) working days after receipt of the grievance at Step Three. The Director of Employee and Labour Relations shall advise Local 79 in writing within**

**ten (10) working days after the said conference of his/her decision in respect to the grievance.**

**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.**

## **Mediation**

### **16.08**

**Once Local 79 has processed a grievance to arbitration, both parties may within forty (40) working days agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of Local 79. Time spent in attendance at mediation during an employee's regular working hours shall be without loss of pay. The parties will jointly, in equal shares, bear the expenses of the Mediator. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice. In the event that no mutually agreeable resolution is reached, the grievance will proceed to arbitration.**

## **Arbitration**

### **16.09**

**In the event that the Director of Employee and Labour Relations does not provide redress satisfactory to Local 79, Local 79 may, within twenty (20) working days after the receipt of the written decision of the Director of Employee and Labour Relations, require that the grievance be submitted to arbitration by notifying the City in writing.**

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

### **16.10**

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

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

### **16.11**

In the event that the parties do not agree to have the grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall so notify the other party in writing within ten (10) working days of receipt of the letter referring the grievance to arbitration. The notice shall include the name of its nominee to an Arbitration Board. The party so notified shall, within ten (10) working days after the receipt of the letter, notify the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson, Local 79 shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.

#### 16.12

The decision of the Department Head or the Director of Employee and Labour Relations, or Local 79 in the case of a management grievance pursuant to clause 16.21, as the case may be, shall be final and binding upon the City and Local 79 and upon any employee affected by it unless a subsequent step is taken within the times hereinbefore limited.

#### 16.13

The single arbitrator, or the Arbitration Board, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon Local 79, the City and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.

#### 16.14

Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.

#### 16.15

The Arbitrator or Arbitration Board shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.

### **Policy Grievances**

## 16.16

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

## Group Grievances

### 16.17

Where a Group Grievance involves a group of employees in the same department, it may be initiated at Step One or filed at Step Two at Local 79's option within twenty (20) working days of the circumstances giving rise to the grievance. Group grievances involving a group of employees in two or more departments shall be filed at Step Three within twenty (20) working days of the circumstances giving rise to the grievance.

## Suspension or Discharge Grievances

### 16.18

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 Appointments

### 16.19

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

## Sexual Harassment

### 16.20

Where an allegation is made by an employee that Article 5 (Sexual Harassment) has been violated, a grievance shall be initiated at Step Two within forty (40) working days after such violation is alleged to have occurred.

## Management Grievances

## 16.21

In the event the City has a grievance, the Director of Employee and Labour Relations shall file the grievance in writing within twenty (20) working days of the circumstances giving rise to a grievance with the authorized officers of Local 79 who shall confer with the Director of Employee and Labour Relations within twenty (20) working days of the receipt of such grievance. In the event the authorized officers of Local 79 do not provide redress satisfactory to the City, the Director of Employee and Labour Relations may process the grievance to arbitration in accordance with the arbitration provisions as set out in this Agreement, with the necessary changes being made.

## Benefit Grievances

### 16.22

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

## Disciplinary Discussions and Notations

### 16.23

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 Steward or Local 79 Representative present at such meeting or, 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.

### 16.24

The City shall forward a copy of any letter of discharge to the Recording Secretary of Local 79.

### 16.25

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

## LETTER OF INTENT - Grievance and Arbitration Provisions



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

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

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

### **LETTER OF INTENT - 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.

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## **Article 17 - LEAVE OF ABSENCE**

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### **Bereavement Leave**

#### **17.01(a)**

An employee who is absent from work solely due to the death and/or funeral of the father, mother, father-in-law, mother-in-law, son, daughter, brother, sister, same-sex partner, husband or wife of such employee, shall be entitled to compensation for time so lost by such employee from his/her regular schedule at his/her regular rate of pay for five (5) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral. Should the employee be unable to attend such funeral or memorial service because of the distance to be travelled, such employee shall be granted a day off with pay for the purpose of mourning the death.

#### **17.01(b)**

An employee who is absent from work solely due to the death and/or funeral of the son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild of such employee, shall be entitled to compensation for time so lost by such employee from his/her regular schedule at his/her regular rate of pay for three (3) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of

**the funeral or memorial service held in lieu of a funeral. Should the employee be unable to attend such funeral or memorial service because of the distance to be travelled, such employee shall be granted a day off with pay for the purpose of mourning the death.**

**17.01(c)**

**An employee may be granted leave of absence with pay at the discretion of the Department Head where such leave is requested solely due to the death and/or funeral of persons other than those specified in clauses 17.01(a) and (b).**

**17.01(d)**

**Notwithstanding 17.01(a), (b) and (c), where an employee suffers a bereavement during a period of scheduled vacation he/she may request that bereavement leave be substituted for vacation and such bereavement leave shall be governed by the provisions of this clause.**

**Jury or Witness Service**

**17.02**

**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 full salary or wage for the period of such jury or witness service provided that he/she shall pay to the Commissioner of Finance of the City the full amount of compensation received for such service and obtain an official receipt therefor, it being understood that the full amount does not include monies received on days other than his/her regularly scheduled work day with the City or any monies received for meal allowance or travelling allowances; and**
- iii. shall, upon being released from jury or witness service in the forenoon of any day, immediately telephone his/her Department for instructions respecting his/her return to work and shall, upon receiving such instructions, comply with the same.**

**Pregnancy/Parental Leave**

**17.03(a)**

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

**17.03(b)**

**Pregnancy and/or parental leave for an employee who does not qualify under Part XI of The Employment Standards Act, R.S.O., 1990 shall be granted upon the employee's request, and administered in accordance with the Act.**

**17.03(c)**

**Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 17.03(a), or is granted in accordance with clause 17.03(b), shall be at the discretion of the Department Head concerned, and shall not involve any expense to the City, but shall result in no loss of seniority.**

**17.03(d)**

**The City shall provide the coverage and pay its share of the premiums for the benefits > set out in Article 12 and shall pay its share of the pension contributions under Article 13 for any pregnancy and/or parental leave taken pursuant to clauses 17.03(a) or 17.03(b), unless the employee elects in writing that they do not wish benefit coverage.**

**17.03(e)**

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

**17.04(a)**

**An employee who is eligible for pregnancy leave under clause 17.03(a) or an employee who requests and is granted pregnancy leave under clause 17.03(b), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to Section 30 of The Employment Insurance Act, S.C. 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:**

- i. For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City; and,**
- ii. For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of her regular rate and the sum of her weekly Employment Insurance benefits and any other earnings.**

**17.04(b)**

**Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their employment insurance benefits for the period of unemployment.**

**17.04(c)**

**Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.**

**17.05(a)**

**An employee who is eligible for parental leave under clause 17.03(a) or who requests and is granted parental leave under clause 17.03(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C., 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:**

- i. For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable); and,**
- ii. For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of the employee's regular rate and the sum of the employee's weekly Employment Insurance benefits and any other earnings.**

**17.05(b)**

**Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their unemployment insurance benefits for the period of unemployment.**

**17.05(c)**

**Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.**

**17.06**

**An employee who is granted an extension of parental leave in accordance with clause 17.03(c) shall be responsible for paying in advance by post-dated cheque(s) the full premiums for the**

insurance coverage referred to in Article 12 for any period of such extension. Such employee shall be advised of the cost of the applicable benefits if the employee wishes to continue such benefit coverage. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

### **Citizenship Leave**

#### **17.07**

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

### **Personal Leave**

#### **17.08**

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

### **Ill Dependant Leave**

#### **17.09**

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

### **Leave of Absence for Full-time Local 79 Positions**

#### **17.10(a)**

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

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

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

### **17.10(b)**

**When an employee is elected or appointed to a full-time position or office within a labour organization with which Local 79 is affiliated, Local 79 shall submit a request for leave of absence on behalf of the employee concerned to the Executive Director of Human Resources. Subject to the approval of the Department Head concerned, such leave of absence will be granted, provided that such leave shall involve no cost to the City.**

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

## **Leave of Absence to Attend Labour Convention**

### **17.11(a)**

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

## **Leave of Absence to Attend Labour Conference**

### **17.11(b)**

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

## **Seniority and Payment of Wages While on Leave of Absence for Local 79 Business**

### **17.12(a)**

**Whenever an employee is on leave of absence on Local 79 business, such absence shall result in no loss of seniority, nor shall it constitute a break in service so as to affect any benefits to which he/she may be otherwise entitled.**

### **17.12(b)**

**Whenever an employee is on leave of absence on Union business, the City shall pay the employee's wages and benefits, 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 under clause 17.10(a) and (b).

## **Local 79 Negotiating Committee**

### **17.13**

The City will recognize a Negotiating Committee of up to sixteen (16) members selected by Local 79. Leave of absence without loss of pay or benefits and with accumulation of seniority and service shall be granted to members of the Local 79 Negotiating Committee for the purpose of preparing bargaining proposals and negotiating a Collective Agreement or amendments thereto. The name of each of the members of the Negotiating Committee shall be provided in writing to the Executive Director of Human Resources. Requests for paid leave of absence for additional members of the Negotiating Committee shall be considered on a case by case basis.

### **LETTER OF INTENT - Prepaid Leave Plan**

The City will ensure that those people presently participating in Prepaid Leave Plans with predecessor employers shall be permitted to conclude such participation in the plan in which they are participating. The City will ensure that any City policy concerning a Prepaid Leave Plan, as it may be amended from time to time, is accessible to employees in the Local 79 Unit.

### **LETTER OF INTENT - Grandparenting of North York (former ONA Local 41) Public Health Nurses' Special Leave Program**

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

### **LETTER OF INTENT - Grandparenting of Extension of Pregnancy/Parental Leave for Employees previously in East York Health CUPE Local 114, East York ONA Local 5, and Scarborough Nurses CUPE Local 3752**

For the duration of this Collective Agreement, all employees from the former East York Health CUPE Local 114, East York ONA Local 5, and Scarborough Nurses CUPE Local 3752, will continue to have the option of taking a leave of absence without pay and benefits for extension of pregnancy/parental leave up to a maximum of one (1) year calculated from the first day of pregnancy/parental leave.

### **LETTER OF INTENT - Participation in Elections**

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

### **LETTER OF INTENT - Voluntary Leave of Absence**

The Voluntary Leave of Absence program currently in effect for those employees of the former Municipality of Metropolitan Toronto shall be extended for the duration of this Collective Agreement and its terms made available to all Local 79 members.

**FOR MEMORANDUM PURPOSES ONLY:** A copy of the Voluntary Leave of Absence Program, as amended, will be attached as amended, to the Memorandum

**LETTER OF INTENT - Grandparenting of former City of York and Board of Health, City of York Employees' Access to the former City of York and Board of Health, City of York Supplemental Employment Benefit (SUB) Plans**

Until December 31, 2001, those employees in the former City of York and Board of Health, City of York who were eligible to participate in their Supplemental Employment Benefit (SUB) Plan shall have the option to have the provisions of that plan or to adhere to the provisions of clauses 17.04 and 17.05. It is understood that any employee who chooses to take the provisions of the former City of York or Board of Health, City of York (SUB) Plan will not be eligible for the monetary provisions of clause 17.05 but shall retain the right to an extended parental leave.

**LETTER OF INTENT - Grandparenting of Extension of Ill Dependent Leave Previously In East York ONA Local 5**

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

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## Article 18 - TRANSPORTATION

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### 18.01

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

### 18.02

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

### 18.03



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

**Note:** The City boundaries are subject to proofing and validation.

#### **LETTER OF INTENT - Transportation Allowance**

This will confirm our understanding with respect to transportation allowances and rates.

The parties will meet following ratification of the Collective Agreement for the purpose of developing a new arrangement for the payment of transportation allowances and rates. In doing so, among the matters to be taken into consideration will be present costs, comparisons with other allowances and rates, existing evaluation systems such as Runzheimer and fuel price fluctuations. The new arrangement will include, where appropriate, both flat rate and kilometrage options. If the parties are unable to agree on the new arrangement by the end of September, 2000, the matter will be referred to arbitration for resolution.

**NOTE:** The parties agree that the above-mentioned process for developing a new arrangement for the payment of transportation allowances and rates will include discussions pertaining to parking. However, the parties further agree that in the event they are unable to reach agreement, the issue of parking shall not be referred to arbitration as otherwise provided above.

#### **LETTER OF INTENT - Transporation**

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

#### **LETTER OF INTENT - Grandparenting of Transportation/Car Allowance**

Notwithstanding Article 18.02, the following transportation/car allowance provisions shall continue to apply, to those employees who, as at the date of ratification were covered by the following predecessor Collective Agreements:

- a. **Etobicoke Health Unit (CUPE Local 3431) – those employees who, as at the date of ratification of this agreement, were designated to receive car allowance will continue to receive \$363.17 per month car allowance (or may opt to receive forty-two cents (42¢) per kilometre travelled. Job Share employees who, at the date of ratification of this agreement were designated to receive car allowance will continue to receive**

**\$181.59 per month car allowance.**

- b. Etobicoke Health Unit (ONA Local 29) – those employees who, as at the date of ratification of this agreement, were designated to receive car allowance will continue to receive \$253.75 per month car allowance.**
- c. East York Health Unit (CUPE Local 114) – those Public Health Inspectors who, as at the date of ratification of this agreement, were qualified to receive transportation allowance shall continue to receive \$265.00 per month transportation allowance. All other employees who, as at the date of ratification of this agreement, were qualified to receive transportation allowance will continue to receive \$230.00 per month transportation allowance.**
- d. East York Health Unit (ONA Local 5) – those full-time nurses who, as at the date of ratification, received a car allowance will continue to receive \$230.00 per month car allowance.**
- e. North York Inside Unit (CUPE Local 94) – those employees who, as at the date of ratification of this agreement, were designated to have their automobile available for use and received a car allowance shall continue to receive a car allowance of forty-two (42)¢ per kilometre with a minimum monthly payment of \$44.00.**
- f. North York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) those employees who, as at the date of ratification of this agreement, were designated to have their automobile available for use and received a car allowance shall continue to receive a car allowance of forty-two (42¢) per kilometre with a minimum monthly payment of \$44.00.**
- g. North York Dental Unit (CUPE Local 94) – those employees who, as at the date of ratification of this agreement, were designated to have their automobile available for use and received a car allowance shall continue to receive a car allowance of forty-two (42¢) per kilometre with a minimum monthly payment of \$44.00.**
- h. North York Health Unit (ONA Local 41 (Full-time)) – those employees who, as at the date of ratification of this agreement, were authorized to use their automobile on a regular, on-going basis and who received a car allowance will continue to receive \$173.00 per month car allowance together with 13¢ per kilometre.**
- i. Scarborough Nurses Unit (CUPE Local 3752) – those employees who, as at the date of ratification of this agreement, were authorized to receive monthly car allowance payments will continue to receive those payments as follows:**

<b>Kilometres Driven Per Year</b>	<b>Monthly Allowance</b>
-------------------------------------------	------------------------------

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

- j. **Scarborough Inside Unit (CUPE Local 545) – those employees who, as at the date of ratification of this agreement, were authorized to receive monthly car allowance payments will continue to receive those payments as follows:**

<b>1,600 - 3,199</b>	<b>\$235.94</b>
<b>3,200 - 4,799</b>	<b>\$249.48</b>
<b>4,800 - 6,399</b>	<b>\$263.02</b>
<b>6,400 - 7,999</b>	<b>\$276.57</b>
<b>8,000 - 9,599</b>	<b>\$290.11</b>
<b>9,600 – 11,199</b>	<b>\$303.65</b>
<b>11,200 – 12,799</b>	<b>\$317.19</b>

12,800 – 14,399	\$330.74
14,400 – 15,999	\$344.28
Over 16,000	\$357.82

- k. **Scarborough Inside (formerly non-union employees who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) – those employees who, as at the date of ratification of this agreement, were authorized to receive monthly car allowance payments will continue to receive those payments as follows:**

1,600 - 3,199	\$235.94
3,200 - 4,799	\$249.48
4,800 - 6,399	\$263.02
6,400 - 7,999	\$276.57
8,000 - 9,599	\$290.11
9,600 – 11,199	\$303.65
11,200 – 12,799	\$317.10
12,800 – 14,399	\$330.70
14,400 – 15,999	\$344.28
Over 16,000	\$357.82

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

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

- m. York Foremen Unit (CUPE Local 103) – those employee who, as at the date of ratification of this agreement could elect to receive car allowance at the rate of 33¢ per kilometre travelled or at the rate of \$7.50 per day the employee used his/her car shall continue to have the option of receiving a car allowance at the rate of forty-two cents (42¢) per kilometre or electing to take \$7.50 per day that the employee uses his/her car in lieu thereof.
- n. York Health Unit (ONA Local 59) – those employees who, as at the date of ratification of this agreement, were qualified for and received car allowance of \$150.00 each month for the first two hundred (200) kilometres driven and 19¢ for each additional kilometre driven will continue to receive car allowance in the same manner.
- o. Metro Full-time (Inside Unit CUPE Local 79) – the existing practice with respect to travel allowance for employees working at Keele Valley and Pickering work locations shall continue at the rate set out in clause 18.01.

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

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## Article 19 - TEMPORARY EMPLOYEE BENEFITS

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### 19.01

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

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## Article 20 - SENIORITY

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### 20.01(a)

Subject to clause 20.03 and the following Letter of Intent, a seniority date shall be established for each employee upon successful completion of the probationary period as defined in Article PP, such date to be coincident with the date of commencement of said probationary period. Seniority shall accrue on a calendar year basis.

### LETTER OF INTENT - Seniority

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

For this purpose, the parties agree that the seniority for each of the aforementioned employees shall be calculated in accordance with clause 20.01(a) up until the day on which the method of calculation is converted to a service-based method. From that day forward, future seniority will be calculated using the service-based method and each employee's seniority will be the seniority he/she had as of the change-over day plus the service-based seniority he/she acquires after the change-over date.

Following the change-over date the definition of seniority as set out in clause 20.01(a) shall be amended by adding the following new clauses:

"Subject to clause 20.03, for those employees who do not work full-time hours on a continuous full-time basis a seniority date shall be established

upon successful completion of the probationary period as defined in Article PP (Probationary Period), such date to be coincident with the date of commencement of said probationary period. Seniority shall accrue on the same basis as service as set out in Article 28 (Definition of Service)."

"For the purpose of calculating seniority, seniority shall be accumulated based on a calculation of two thousand and eighty (2,080) paid hours equals one (1) year for a forty (40) hour work week classification; one thousand eight hundred and twenty (1,820) paid hours equals one (1) year for a thirty-five (35) hour work week classification."

**20.01(b)**

Notwithstanding clause 20.01(a), effective the date of ratification of this Collective Agreement all employees who were covered by a predecessor Collective Agreement shall have placed to their credit such seniority as they had accumulated in accordance with the terms of their predecessor Collective Agreements. Following the aforementioned effective date, employees shall continue to accrue seniority in accordance with the terms of this Collective Agreement.

**20.01(c)**

Notwithstanding clause 20.01(a), effective the date of ratification of this Collective Agreement all employees who were not covered by a predecessor Collective Agreement shall have placed to their credit seniority in accordance with section 33(3)(b) or (c) of the Public Sector Labour Relations Transition Act, 1997, S.O. 1997, c. 21, Sched. B which shall be calculated from their first date of hire with their predecessor employer unless they lost seniority in accordance with clause 20.03 in which case it shall be calculated from their subsequent date of hire. Following the aforementioned effective date, employees shall continue to accrue seniority in accordance with the terms of this Collective Agreement.

**20.01(d)**

Immediately following ratification of this Memorandum of Agreement the parties will meet to calculate the appropriate seniority for all employees covered by the Etobicoke CUPE Local 3431, Etobicoke ONA Local 29 and North York ONA Local 41 Collective Agreements. If there is a disagreement between the parties, Local 79 may file a grievance at Step 3.

**20.01(e)**

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

**20.02**

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

**20.03**

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

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

**20.04**

**The City shall maintain a seniority list of all employees coming within Local 79. An up- to-date copy of such list will be forwarded to Local 79 in January and July of each year.**

**20.05(a)**

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

**20.05(b)**

**The treatment of such seniority (conversion of seniority hours to a seniority date) shall be as set out in the relevant clauses of the three above-mentioned Collective Agreements (part-time Homes for the Aged – clause 17.05; part-time Unit B – clause 13.02 and Recreation Workers (Part-time) – clause 30.01(b)).**

**20.06**



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

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

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### **21.01**

Subject to clause 21.09, it is the policy of the City to place in other positions any permanent employees who may be displaced by reason of:

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

### **21.02(a)**

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

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

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

### **21.02(b)**

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

### **21.03**

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

### **21.04(a)**

**Where subject to clause 21.03 the City identifies a position into which a displaced permanent employee may be permanently placed, the City shall provide the training, at its expense, that it considers necessary to enable the displaced employee to perform the duties of the position.**

### **21.04(b)**

**Where a permanent employee is displaced in accordance with Article 21.01 and subject to clause 21.03 is permanently placed in a position for which a lower wage rate is applicable, such employee shall continue to receive the rate they were receiving prior to such re-assignment for the thirty-five (35) month period immediately following the effective date of their re-assignment. Following the expiry of the thirty-five (35) month period, such employee will then receive the rate applicable to their new position. Such change in rate will be effective the first of the pay period following the expiry of the aforementioned thirty-five (35) month period.**

### **21.04(c)**

**For those employees reassigned pursuant to clause 21.04(b) who are within five (5) years of their mandatory retirement age, the thirty-five (35) month period shall be amended to read "up to forty-eight (48) months".**

### **21.05**

**In those cases where an increment structure would apply, no further increments applicable to an employee's former position shall be granted following his/her re- assignment pursuant to clause 21.04(b) above.**

### **21.06**

**In the event that the affected employee is not placed in another permanent position, such employee may request discussions with the City regarding exit incentives or early retirement.**

### **21.07**

Where a permanent employee is displaced in accordance with Article 21, the obligation under this Article shall apply only until such time as the employee may be laid off pursuant to Article 35.

#### 21.08

Following the application of the provisions of this Article, if the City has not been able to place the permanent employee in accordance with its policy, the employee may then be subject to layoff pursuant to Article 35 and the Letter of Intent headed "Placement of Laid-Off Employees".

#### **LETTER OF INTENT - Contracting Out**

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

#### **LETTER OF INTENT - Joint Re-Deployment Programs**

The parties agree to meet immediately following ratification of this Collective Agreement for the purpose of developing a joint re-deployment program that will facilitate the placement of those permanent employees who are displaced by reason of:

1. the deletion or elimination of their position;
2. technological change; or
3. contracting out.

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

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

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## **Article 22 - WORKPLACE SAFETY AND INSURANCE BENEFITS**

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#### 22.01

Where in an action or by settlement of a claim arising out of an accident to an employee of the City coming within the 79 Unit,

**the City recovers from a third party as a result of such accident a larger amount, exclusive of costs, than the amount paid to or on behalf of such employee including the costs of the services of the Solicitor for the City, the surplus amount shall be allocated by the City in accordance with the requirements of the Workplace Safety and Insurance Act.**

**22.02**

**Where an employee who is injured in circumstances in which he/she may be entitled to compensation under the Workplace Safety and Insurance Act, elects to claim against a third person, he/she shall, as a condition of receiving Sick Pay, Short Term Wage Protection Benefits, Salary Continuance Benefits, Income Protection Benefits or Short Term Disability Benefits, agree to provide in writing an undertaking to reimburse the City out of the proceeds of any settlement or judgment upon such claim, the amount of money equivalent to the value of such Sick Pay, Short Term Wage Protection Benefits, Salary Continuance Benefits, Income Protection Benefits, Short Term Disability Benefits and Workplace Safety and Insurance Board Benefits as the case may be, and upon his/her having made such reimbursement, his/her accumulated Sick Pay, Short Term Wage Protection Plan, Salary Continuance Plan, Income Protection Plan or Short Term Disability Plan as the case may be shall be restored accordingly.**

**22.03(a)**

**Where an employee who is injured on duty with the City in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, and who has made a claim to the Workplace Safety and Insurance Board in accordance with the Workplace Safety and Insurance Act, shall, provided he/she has qualified for Sick Pay, or Short Term Wage Protection Benefits, or Salary Continuance Benefits, or Income Protection Benefits or Short Term Disability Benefits in accordance with Article 11 (Sick Pay), be paid an amount equal to his/her full net pay while the employee is off work and until such time as a ruling has been made by the Workplace Safety and Insurance Board.**

**22.03(b)**

**If the employee's claim is denied and the employee has otherwise qualified for Sick Pay, Short Term Wage Protection Benefits, Salary Continuance Benefits, Income Protection Benefits or Short Term Disability Benefits the denial of the claim shall not act as a bar to the employee claiming benefits in accordance with the provisions of Article 11 (Sick Pay).**

**22.03(c)**

**The full net pay of an employee shall be as determined by the City by deducting from the employee's gross earnings the**

**probable Income Tax, Canada Pension Plan premiums, and Employment Insurance premiums.**

#### **22.04**

**Where the Workplace Safety and Insurance Board approves the claim, and for as long as the employee is receiving a full loss of earnings benefit in accordance with section 43 of the Workplace Safety and Insurance Act, the employee shall continue to receive the full net pay amount as defined in clause 22.03(c). Such full net pay shall include benefit payments approved by the Workplace Safety and Insurance Board. Such full net pay shall include the full loss of earnings benefit payments in accordance with Section 43 of the Workplace Safety and Insurance Act as approved by the Workplace Safety and Insurance Board.**

#### **22.05**

**If the employee is unable to return to work after a claim is approved, he/she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board and for those who qualify for Sick Pay, Short Term Wage Protection Benefits, Salary Continuance Benefits, Income Protection Benefits or Short Term Disability Benefits, in accordance with Article 11 (Sick Pay), receive the remainder of the net pay amount from the City. From the portion the employee is receiving from the City, the following deductions shall be made: the employee's Pension contributions and if applicable, the employee's share of Extended Group Life Insurance premiums and any further deductions required by law. When a waiver of Pension contributions, is in effect, the portion of the net pay amount the employee is receiving from the City shall be reduced proportionately. No deductions will be made from the sick bank of an employee who received payments under clauses 22.03(a) and 22.05 (Note: This will leave a net balance approximately equal to an employee's normal take home pay.)**

#### **22.06**

**Employees who have not qualified for Sick Pay, Short Term Wage Protection Benefits, Short Term Disability Benefits, Salary Continuance Benefits or Income Protection Benefits, in accordance with Article 11 (Sick Pay) shall, if their Workplace Safety and Insurance Board claim is approved, receive their benefit payments from the Workplace Safety and Insurance Board.**

#### **22.07**

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

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

**22.08(a)**

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

**22.08(b)**

**In the event of an overpayment, the City shall advise the employee in advance of the implementation of any schedule of recovery with respect to said overpayment. The recovery Schedule shall not exceed the maximum permitted by the 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 Union Representative at such meeting should he/she so request.**

**22.09**

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

**22.10**

**The Short Term Wage Protection Benefit Plan, the Salary Continuance Plan, the Income Protection Plan and the Short Term Disability Benefit Plans referred to in this Article are in reference to existing sick pay plans for the former City of Etobicoke, Borough of East York, Borough of East York Board of Health, City of York Board of Health, City of Scarborough and City of York employees as set out in Schedule 4 of this agreement.**

**22.11**

Leave of absence, with pay, shall be granted to one (1) full-time Workers' Compensation/Rehabilitation Representative whose responsibilities will include workers' compensation and rehabilitation. The cost of such leave shall be shared equally by the parties.

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## **Article PCP - PRESERVATION OF CITY PROGRAMS**

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### **PCP.01**

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

#### **LETTER OF INTENT - Technological Change**

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

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

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## **Article 23 - NOTICE OF CONTRACTING OUT**

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## 23.01

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

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## Article 24 - NO STRIKE OR LOCKOUT

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### 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, R.S.O., 1995, as amended.

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## Article 25 - PROTECTIVE CLOTHING

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### 25.01

Safety equipment and safety attire shall be supplied to all employees who are required to perform duties where hazards exist. Where the City provides safety equipment, safety clothing or working attire, such safety equipment, safety clothing or working attire must be worn by the employee, provided, however, that it is recognized that there may be occasions during an employee's working hours when the wearing of such equipment, clothing or attire is unnecessary to the employee's safety or well- being.

### 25.02



**Each employee of the City coming within the 79 Unit who is engaged in work, the nature of which requires the use of safety boots or shoes, shall be supplied with safety boots or shoes, which shall be replaced as required.**

**25.03**

**Parkas and winter safety boots will be supplied and replaced as required, at the discretion of the Department Head, for certain employees engaged in manual, maintenance, technical, investigational and inspectional work whose duties require them to be out-of-doors for the majority of their working hours during the winter months.**

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

**25.04**

**The City and Local 79 agree to establish a special Protective Clothing, Equipment and Wearing Apparel Committee within thirty (30) calendar days of the ratification of the Collective Agreement for the purpose of jointly developing a new protective clothing, wearing apparel and required equipment policy. The Committee shall consist of six (6) members, three appointed by each party. Local 79 members of the Committee will receive their regular rate of pay for time spent in Committee meetings during their regular working hours.**

**25.05**

**The Committee shall have the following responsibilities:**

- a. identification of all protective clothing, wearing apparel and required equipment policies applying to employees prior to and following amalgamation; and,**
- b. the development of guidelines for a new protective clothing, required equipment and wearing apparel policy for recommendation to the City within ninety (90) calendar days of the first meeting of the Committee.**

**25.06**

**The City will prepare a draft of the new protective clothing, required equipment and wearing apparel policy, taking into consideration the guidelines from the Committee (if received), and review it with the Committee prior to it being finalized by the City.**

**25.07**

**The current policies and Collective Agreement provisions with respect to protective clothing, wearing apparel and required**

equipment will continue to apply until the new City policy is implemented.

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## Article 26 - LEGAL EXPENSES

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### 26.01

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

- a. The employee shall, in the first instance, be responsible for his/her own defence including the retaining of legal counsel or a paralegal.
- b. If the employee is acquitted and his/her legal costs do not exceed twenty-five thousand dollars (\$25,000) the Chief Financial Officer and Treasurer shall be authorized to reimburse the employee for such costs on the approval of the City Solicitor and the Executive Director of Human Resources.
- c. Where an employee is acquitted and his/her legal costs exceed twenty-five thousand dollars (\$25,000), the account shall be referred to the Administration Committee and the City Council for their consideration.

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

### 26.02

Where an action or other proceeding is brought against an employee of the City, which in the opinion of City Council arises out of acts or omissions done or made by such employee in his/her capacity as an employee of the City, the City may pay damages or costs awarded against such employee or legal expenses incurred by him/her as may be determined by City Council as provided for by paragraph 50 of section 207 of The Municipal Act, R.S.O. 1990, as amended. Whenever an action or other proceeding is brought against an employee, the employee is to advise the Insurance and Risk Management Section of the Treasury and Financial Services Division immediately with respect to such action or proceeding.

**26.03**

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

**26.04**

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

**26.05**

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

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**Article 27 - PLURAL**

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**27.01**

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

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**Article 28 - DEFINITION OF SERVICE**

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**28.01**

**Unless otherwise specified, whenever the term "service" is used within this Collective Agreement, it shall be defined as all time**

paid with the City.

**28.02(a)**

**Notwithstanding the foregoing sub-clause, effective the date of ratification of this Collective Agreement, all employees who were covered by a predecessor Collective Agreement shall have placed to their credit service as they had accumulated in accordance with the terms of their predecessor Collective Agreements. Following the aforementioned effective date, employees shall continue to accrue service in accordance with the terms of this Collective Agreement.**

**28.02(b)**

**Notwithstanding clause 28.01, and subject to clause 28.03 herein, effective the date of ratification of this Collective Agreement all employees who were not covered by a predecessor Collective Agreement shall have placed to their credit service which shall be deemed to be synonymous with seniority as calculated in accordance with section 33(3)(b) or (c) of the Public Sector Labour Relations Transition Act, 1997, R.S.O. 1997, c. 21, Sched. B which shall be calculated from the first date of hire with their predecessor employer unless they lost service in accordance with clause 20.03 in which case it shall be calculated from their subsequent date of hire. Following the aforementioned effective date, employees shall continue to accrue service in accordance with the terms of this Collective Agreement.**

**28.02(c)**

**Immediately following ratification of this Memorandum, the parties will meet to establish the appropriate service for all employees covered by the Etobicoke CUPE Local 3431, Etobicoke ONA Local 29, and North York ONA Local 41 Collective Agreements. If there is a disagreement between the parties, Local 79 may file a grievance at Step 3.**

**28.03**

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

**28.03(a)**

**suspension, without pay, of more than ten (10) working days;**

**28.03(b)**

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

**28.03(c)**

**approved leave of absence without pay, except as otherwise provided in this agreement;**

**28.03(d)**

**any unauthorized leave of absence; and,**

**28.03(e)**

**any period of layoff.**

**28.04**

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

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## **Article 29 - ACQUAINTING NEW EMPLOYEES**

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**29.01(a)**

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

**29.01(b)**

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

**29.01(c)**

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

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## **Article 30 - EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE**

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### **30.01**

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

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## **Article 31 - CHANGE OF ADDRESS**

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### **31.01**

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

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## **Article 32 - DESIGNATES**

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### **32.01**

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

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

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### **33.01**

This agreement shall remain in force from the 1st day of January, 1999, until and including the 31st day of December 2001, 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.

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## Article 34 - PRINTING OF THE COLLECTIVE AGREEMENT

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### 34.01

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

**For Memorandum Purposes Only:** Harold Ball's letter of July 22, 1999 re: the printing of the Collective Agreement will be included with the Memorandum.

**For Memorandum Purposes Only:** Harold Ball's letter of February 15, 2000 re posting of the Collective Agreement on the Intranet will be included with the Memorandum.

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## Article 35 - LAYOFF AND RECALL

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### 35.01(a)

Subject to clauses PP.01(a), PP.01(b), 20.01(a) and 20.03, in the event of a staff reduction, employees shall be laid off in the following order:

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

### 35.01(b)

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

**their layoff, provided that they possess the necessary qualifications for such work.**

**35.01(c)**

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

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

**35.01(d)**

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

**35.01(e)**

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

**35.02(a)**

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

**35.02(b)**

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

**It is understood and agreed that such right to apply and/or proceed in such job call shall not extend beyond the period of recall as set out in clause 35.01(b).**



### 35.03

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

#### **LETTER OF INTENT - Placement of Laid-Off Employees**

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

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

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

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

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

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

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

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

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

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

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## **Article 36 - HEALTH AND SAFETY**

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### **36.01**

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

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

### **36.02**

**Leave of absence, with pay, shall be granted to one (1) full-time Local 79 Health and Safety representative whose responsibilities will include the co-ordination of the Health and Safety Committee, hazard analysis and the training of members.**

### **36.03**

**An employee who is pregnant and works with a video display**

terminal for a majority of her daily working hours, shall, provided her physician so recommends, be temporarily re-assigned to other duties without loss of pay or benefits until the commencement of her pregnancy leave.

**36.04**

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

**36.05**

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

**LETTER OF INTENT - Health and Safety**

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

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

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## **Article 37- EMPLOYMENT EQUITY**

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**37.01**

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

- a. City-wide promotion system;
- b. Increasing the range of opportunities for permanent jobs;

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

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## **Article 38 - EDUCATION, TRAINING AND UPGRADING PROGRAMS**

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### **38.01**

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

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

- a. **educational workshops including the Collective Agreements, health and safety, pensions, harassment, discrimination, human rights, conflict resolution, problem solving and others;**
- b. **training to limit potential injuries in the workplace, including stress management;**
- c. **the identification of current and future training needs and career development options;**
- d. **job rotation, secondment and cross training;**
- e. **centralized and decentralized career development centres;**
- f. **introduction of audio/visual presentations by special programs, speakers and others;**
- g. **peer mentoring programs;**

- h. access to bursaries, grants and scholarships to enhance career-pathing; and,
- i. arrangements regarding leaves of absence and variable/alternative hours of work to accommodate career-pathing and/or self improvement.

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## **Article 39 - LABOUR- MANAGEMENT COMMITTEE**

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### **39.01**

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

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

**An agenda of the subjects to be discussed will be submitted at least five (5) working days before the day agreed upon for the meeting. The Labour-Management Committee shall meet as required upon notification by either party, but in any event, the Committee shall meet at least once every three (3) months.**

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## **Article 40 - LETTERS OF INTENT**

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### **40.01**

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

### **APPENDIX "A"**

**Employees in the Ambulance Services Division of the Department of Works and Emergency Services who are regularly employed on the twelve (12) hour shift schedule arrangement that was agreed upon by Local 79 and the former Municipality of**

**Metropolitan Toronto on September 21, 1978, and as subsequently modified by the parties, are governed by the terms and conditions set out in the current Collective Agreement with the following exceptions:**

- **A normal working shift shall be defined as comprising twelve (12) consecutive hours of work. The normal work week shall be based on an employee not being required to work in excess of two hundred and forty (240) hours during a six (6) week cycle.**
- **The overtime rate of time and one-half (1 ½) the regular rate shall be paid to an employee for all hours worked in excess of his/her scheduled twelve (12) hours for such shift and for all hours worked on any day other than a scheduled working day.**
- **Payment for designated holiday and the payment and calculation of vacations, sick pay credits and the Workplace Safety and Insurance Benefit shall be based on the twelve (12) hour working day (i.e. three (3) weeks vacation is equivalent to one hundred and twenty (120) hours).**

#### **LETTER OF INTENT - Modified Work Program**

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

**A M.W.P. Design Committee will be established as soon as reasonably possible following the ratification of the new Collective Agreements between the City and Local 79.**

**The Committee will consist of two (2) members appointed by each of the City and Local 79. The Committee may access external experts to assist it in its work if the parties agree. Union members of the Committee will receive their regular rate of pay for time spent in Committee meetings during their regular working hours.**

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

**The Committee will take into consideration the Memorandum Item Only titled "Modified Work Program" in developing its recommendations for a new M.W.P.. Such recommendations shall be provided to the City within 120 days of the first meeting of the Committee.**

#### **MEMORANDUM OF AGREEMENT ITEM ONLY**

**February 15, 2000**

**Ms. Anne 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.**

### **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 at work, the employee may apply to the Committee for consideration.**

**The Committee will review all applications it receives and may recommend to the City and, where necessary, to Local 79 appropriate steps to assist the employee, taking into consideration available jobs, work skills, the requirements and efficiency of operations and any cost implications. The Committee may consult directly with the employee affected where it feels it is necessary to do so.**

**The Committee will consist of six (6) members appointed in equal numbers by Local 79 and the City. In view of the unique nature of its task, the Committee will be provided with the necessary information to perform its functions and special training, if it so requests. Union members of the Committee will receive their regular rate of pay for time spent in Committee meetings during their regular working hours.**

### **LETTER OF INTENT - Joint City-Local 79 Committees**

**The parties agree that a positive working environment is beneficial for both**

employees and the City.

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

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

### **MEMORANDUM OF AGREEMENT ITEM ONLY**

February 15, 2000

Anne Dubas  
President  
Local 79

Dear Ms. Dubas

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

### **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 meet within three (3) months of the signing of the Memorandum of Agreement to establish and implement a jointly developed program to accommodate employees who are victims of domestic violence.

### **MEMORANDUM OF AGREEMENT ITEM ONLY - Process for the Placement of Employees and/or Positions into the Appropriate Bargaining Unit**

Following the ratification of this Memorandum of Agreement, Local 79 and the City will develop a process to ensure that employees and/or positions currently covered by any of the Local 79 bargaining units are placed in the appropriate Local 79 bargaining unit.

Any disputes that may arise regarding such placements may be the subject



of a grievance, and if a grievance is filed by Local 79 it shall be initiated at Step 3 and if a grievance is filed by the City it shall be initiated under the clause regarding management grievances.

### **MEMORANDUM OF AGREEMENT ITEM ONLY - Joint Committees**

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

### **LETTER OF INTENT - Merger**

The parties agreed to meet during the term of the Collective Agreement for the purpose of discussing the feasibility of merging the various part-time agreements with the full-time agreement.

### **MEMORANDUM OF AGREEMENT ITEM ONLY - Modified Work Program**

#### **1. Objectives**

The objectives of the Modified Work Program are:

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

#### **2. Eligibility**

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

- a. Treating Health Care Practitioner, or
- b. Workplace Safety and Insurance Board,

shall be eligible for the modified work program.

#### **3. Definitions**

#### **Accommodation**

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

### **Essential Duties**

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

### **Transitional Work Program**

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

### **Temporary Modified Work**

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

### **Permanent Modified Work**

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

### **Accommodated Pre-Accident Job**

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

### **Suitable Job**

- Any available job which the employee has the minimum qualifications/skills to perform the essential duties of or is capable of performing through training, is medically able to perform with or

without accommodation and which does not pose a health or safety hazard to the worker or any other co-worker and is comparable to the pre-accident job as determined by the following considerations: duties, working conditions, working environment, hours of work, overtime potential, skill, effort, responsibility, rights, privileges, advancement opportunities, vocational qualifications and wages.

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

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

##### **Participants**

**Disabled Worker,  
Health Care Practitioner (as defined by the WSIA),  
Union Representative, and  
Department Director/Manager/Supervisor.**

##### **Confidentiality**

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

##### **Responsibilities**

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

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

**is able to work and if so, with what restrictions and prognosis for recovery;**

- **provide regular follow-up assessment of worker's physical capabilities and progress;**
- **support the modified work program as a viable rehabilitation process;**
- **facilitate an early return to work following an injury or illness;**
- **obtain confirmation regarding the employee's medical condition, restrictions and progress;**
- **co-ordinate M.W.P. Team meetings to discuss the worker's abilities and employment alternatives;**
- **maintain regular contact with disabled worker for evaluation and support during rehabilitation process; and,**
- **act as liaison between employee, union representative, treating Health Care Practitioner, supervisor and WSIB/Insurance Carrier.**
- **Union Representative:**
- **provide support, encouragement and direction to the disabled worker where appropriate;**
- **work in co-operation with all members of the M.W.P. Team to facilitate a safe and successful return to work as soon as possible.**
- **Department Representative:**
- **maintain contact with the disabled worker in accordance with the relevant medical information provided by the Health Care Practitioner necessary to monitor his/her suitability to return to work;**
- **implement the modifications to the work or workplace in accordance with the rehabilitation plan, if any, and as necessary to accommodate the disabled worker's restrictions;**
- **provide an on-the-job period of transitional employment for the returning worker in accordance with the rehabilitation plan, if any, and as necessary; and,**
- **provide training;**
- **monitor the disabled worker's performance and progress in relation to the physical abilities or limitations;**
- **ensure that no tasks are being assigned or performed other than those in accordance with the restrictions on the assessment form;**
- **relate progress evaluation and concerns regarding the assigned work**

to the M.W.P. Team.

## **5. Conditions of Modified Work Employment**

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

## **6. Procedures for Temporary Modified Work**

- a. **In cases where the worker suffers an occupational injury or illness, the supervisor will complete an injury report and provide the worker with:**
  1. **A Form 6;**
  2. **Treating Health Care Practitioner letter; and**
  3. **Job Demands Analysis outlining the employee's work responsibilities (where available).**
- b. **The Treating Health Care Practitioner's letter should be completed by the treating Health Care Practitioner indicating the physical limitations, expected length of disability (prognosis) and the suitability for modified work.**
- c. **The Treating Health Care Practitioner's letter should be returned to the City's Health Care Practitioner and a summary of the restrictions, necessary accommodations and expected duration shall then be forwarded to the Manager/Supervisor immediately after the appointment, or as soon as practical**
- d. **A worker who is capable of returning to his/her regular duties without restrictions must provide medical authorization from the treating Health Care Practitioner. A letter will be provided from the City's Health Care Practitioner to the Manager/Supervisor, indicating the worker has been cleared to return to work.**
- e. **For illnesses or injuries of a minor nature and duration not requiring**

the intervention of the M.W.P. Team, on receipt of information from the Treating Health Care Practitioner or WSIB that the worker is fit for temporary modified duties the City's Health Care Practitioner will contact the worker's department to determine if the worker can be accommodated within his/her regular classification.

- f. If the department is unable to accommodate the worker's temporary disability as described in paragraph (e) or if the illness or injury requires the intervention of the M.W.P. Team, the process will be initiated to develop a rehabilitation plan.
  - i. Job Modification:
    - the initial step will be to modify the regular job and gradually increase the activity and hours in accordance with the medical recommendations. Consideration will also be given to modifying the work schedule if appropriate.
  - ii. Temporary Reassignment:
    - if the worker's job cannot be modified, the worker will be reassigned to temporary modified work, within the same department/division/section.
    - if a reassignment is not possible within the department, then consideration will be given to other departments within the City, preferably within the same bargaining unit.
- g. Designated members of the M.W.P. Team will meet on a regular basis to follow-up on progress and assess the need for any changes in restrictions or duties being performed.
- h. Any changes to the rehabilitation plan must be approved by the Modified Work Program Team.
- i. Once the modified work assignment has ended, or earlier if the worker is medically certified to perform full duties, he/she will return to the regular job.

## **7. Procedures for Permanent Modified Work**

- a. On receipt of information from the treating Health Care Practitioner or WSIB that the worker is fit for permanent modified duties, the M.W.P. Team will establish a rehabilitation plan.
- b. The M.W.P. Team will undertake a review of the worker's pre-accident job to determine if he/she is capable of performing the essential duties of the job. If not, the committee will evaluate the available accommodation options based on the following steps:
  - i. Accommodated Pre-accident Job - consider whether the job can be permanently modified to accommodate the worker and allow him/her to perform the essential duties of the job.

- ii. **Alternative Suitable Job Within the Division - consider alternative suitable jobs which the worker is capable of performing the essential duties of, with or without accommodation in accordance with the definition of Suitable Job in Item #3.**
  - iii. **Alternative Suitable Job Outside The Division But Within The Department - consider suitable jobs in different departments but still within the pre- accident bargaining unit using the above criteria.**
  - iv. **Alternative Suitable Job Outside The Department – consider suitable jobs outside the Department using the above criteria.**
  - v. **Alternative Suitable Job Outside the Bargaining Unit – consider suitable jobs outside the Bargaining Unit using the above criteria.**
- c. **Once an appropriate available job has been located and agreed to by the M.W.P. Team a Rehabilitation Plan will be developed.**
  - d. **In order for the injured worker to be considered for the job he/she must possess the minimum qualifications/skills or gain such through training and the program will adhere to the provisions of the Collective Agreement, where such provisions are not in contravention of existing legislation.**
  - e. **There will be a regular follow-up with designated M.W.P. Team members to monitor the worker's condition and ability to perform the job.**
  - f. **Any changes to the job duties or the extent of the accommodation must be approved by the M.W.P. Team.**
  - g. **The worker will be paid at the wage rate assigned to that particular job unless lower than the pre-injury job then the worker will be paid in accordance with Article 21 (Employment Security).**

#### **MEMORANDUM OF AGREEMENT ITEM ONLY**

**November 16, 1999**

**Ms. Anne Dubas  
President  
Local 79**

#### **Re: Payment of Pregnancy/Parental Leave**

**This will confirm that all employees who commence pregnancy/parental leave on or after January 1, 2000 and qualify for top-up will receive top-up in accordance with the following procedure:**

- a. **The top-up payments will commence following payroll's receipt of the employee's first Employment Insurance stub/advice. The employee will**

receive either one or two week's top-up each pay period depending on their pay schedule

- b. Employees will continue to be required to send in all of their Employment Insurance stubs/advices to payroll. However, they may do so on an ongoing basis or send them all in at the end of the 25 week period.
- c. If an employee has lost a stub/advice he/she will be required to provide proof of payment from EI. Failure to provide proof of payment or to turn in stubs/advices will result in recoveries being made from the employee's pay upon return to paid service.
- d. Prior to the commencement of their leave employees must advise payroll if they will be taking pregnancy and/or parental leave.
- e. Employees will have the option of receiving their top-up as a lump sum at the end of their leave. They will have to attach a note to their first stub/advice advising payroll not to set them up on an ongoing basis. Upon completion of the leave (15/25 weeks) the employee will be required to send in the balance of his/her stubs/advices to payroll and request payment of the lump sum.

Yours truly,

Harold Ball  
Director  
Employee and Labour Relations

**MEMORANDUM OF AGREEMENT ITEM ONLY**

**TO: ALL DEPARTMENT HEADS**

**FROM: Harold M. Ball, Director, Employee and Labour Relations**

**DATE: March 24, 2000**

**SUBJECT: Documentation Retention**

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

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

In this regard, I would ask that you advise your staff to ensure that where grievances relating to disciplinary or non-disciplinary matters (such as action which may have been taken in innocent absenteeism cases) are



resolved by agreeing to remove the discipline or reference to a particular incident in its entirety that any supporting documentation regarding the matter be removed from the employee's file unless there is specific agreement to do otherwise with the Union.

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

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

**Harold M. Ball**  
Director,  
Employee and Labour Relations

### **Letter of Intent - LEGISLATIVE CHANGE**

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

### **LETTER OF INTENT - Employee Assistance Programs**

In this regard representatives from the City and Local 79 shall meet to review the existing program so as to allow Local 79 to provide input and, where appropriate, make recommendations regarding changes and/or improvements to the program.

### **LETTER OF INTENT - POST-65 RETIREE BENEFITS**

The parties will meet within sixty (60) days of the ratification of this Collective Agreement to discuss the feasibility of providing post-65 retiree benefits for those who do not currently have them, at no cost to the City.

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

### **LETTER OF INTENT - Grandfathering of Part-time Employees**

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

1. The parties agree to meet within ninety (90) days of ratification of this agreement for the following purposes;
  - i. to determine and agree on a list of employees covered by Article

**10(a) and (b);  
and,**

- ii. **to identify the present terms and conditions of these employees.**
2. **Until the parties have completed the process in (1) and (2) above, the employee's terms and conditions shall be governed by the employee's predecessor Collective Agreement.**
3. **The wage increase from the full-time Collective Agreement shall apply to the employees referenced in the preamble and the parties further agree to meet within ninety (90) days of ratification to determine what other economic issues from the full-time Collective Agreement will apply to this group of employees.**
4. **Either party may request Mr. R. McDowell or the OLRB to clarify the meaning of Article 10(a) and (b) of the OLRB decision dated November 19, 1998. Following the decision the parties shall meet to discuss the implementation of the decision.**
5. **If the parties are unable to resolve differences arising from the grandfathering of part- time employees by September 31, 2001 then either party may refer this matter to arbitration for resolution.**

#### **LETTER OF INTENT - Job Evaluation**

1. **The parties agree to constitute a Committee to establish a new job evaluation program unique to the new City of Toronto.**
2. **The Committee shall consists of ten (10) persons, five (5) appointed by Local 79 and five (5) appointed by the City. Local 79 appointees to the Committee shall receive their regular rate of pay for time spent in carrying out the Committee's responsibilities during their regular working hours.**
3. **In the event that the parties are not able to reach agreement on the content and/or implementation of the new job evaluation program, the matter shall become a subject for negotiation in the renewal bargaining of this Agreement. Failing agreement, the content and/or implementation of the new job evaluation program shall be referred to arbitration pursuant to Section 40 of the Labour Relations Act.**

#### **MEMORANDUM OF AGREEMENT ITEM ONLY**

**April 10, 2000**

**Ms. Anne Dubas  
President  
Local 79**

**Dear Ms. Dubas:**

**This will confirm that an employee who is required to have access to a personal vehicle as specified in the Letter of Intent – Transportation will be**

covered under the provisions of Article 18.

Yours very truly,

Harold M. Ball  
Director,  
Employee and Labour Relations

**LETTER OF INTENT - Grandparenting the Employee Purchase of Health Benefits for Employees Who Retire from ONA Local 41 in the Former City of North York**

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

**MEMORANDUM OF AGREEMENT ITEM ONLY**

April 8, 2000

Ms. Anne Dubas  
President  
Local 79

Dear Ms. Dubas:

This will confirm our understanding regarding benefits reached during negotiations for a new Collective Agreement. Local 79 agreed that in exchange for double time for work performed on a statutory holiday, it will receive a benefits package unique to Local 79 as set out in Article 12 of the full-time Collective Agreement.

Yours truly,

Harold M. Ball  
Director, Employee and Labour Relations

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**257 Adelaide Street West, 3<sup>rd</sup> floor, Toronto, Ontario Canada M5H 1X9**

**Office (416) 977-1629 Facsimile (416) 977-9546**