

COLLECTIVE AGREEMENT

Between



Toronto Civic Employees' Union
Local 416 – CUPE

and



City of Toronto

January 1, 2005 – December 31, 2008

Toronto Civic Employees' Union Local 416

T.C.E.U. Local 416 Executive Committee:

Brian Cochrane	President
Mark Ferguson	Vice-President
Mike Kemp	Secretary-Treasurer
Maureen O'Reilly	Recording Secretary
Jon Richard	Chief of Stewards
Peter Ouellette	Chief of Health and Safety
Dave Hewitt	Outside Division Chair
Rob Rolfe	Library Division Chair

Contact Us:

Toronto Civic Employees' Union – Local 416
110 Laird Drive
Toronto, Ontario
M4G 3V3

Phone: 416-968-7721
Fax: 416-968-7829
Website: www.local416.org

General Membership Meetings:

4th Tuesday in March, June, September and December

T.C.E.U. – LOCAL 416 COLLECTIVE AGREEMENT (OUTSIDE DIVISION)
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THIS AGREEMENT made the 10th day of July 2005 BETWEEN:

TORONTO CIVIC EMPLOYEES' UNION,

LOCAL 416, CANADIAN UNION OF PUBLIC EMPLOYEES

herein called "The Union",

OF THE FIRST PART,

and

CITY OF TORONTO,

herein called "The City",

OF THE SECOND PART.

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Article 1 – PURPOSE

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

Article 2 – RECOGNITION

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

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

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

Seasonal work:

- (i)** to work on a seasonal basis to meet seasonal needs;

Non-seasonal work:

- (ii)** to replace an employee who is absent for any reason;

- (iii)** to work on a special project or undertaking;

- (iv)** to meet unexpected workload demands of a temporary nature.

Prior to hiring new temporary employees to perform seasonal work, the provisions of clause 23.01(i) (Superior Duties) or Article 29 (Lay-off and Recall/Letter of Agreement re Temporary Seasonal Work Opportunities) shall apply. If work continues to be available after these provisions are fulfilled, the position(s) will be posted on a bargaining unit wide basis. The City shall have the ability to advertise externally in conjunction with the internal posting process with the understanding that qualified Local 416 internal applicant(s) shall have first claim to the work.

As of July 20, 2005 and until December 31, 2006 the following process will apply:

Prior to hiring new temporary employees to perform non-seasonal work, the provisions of clause 23.01 (Superior Duties) shall apply. If, after applying the provisions of clause 23.01, no employee is available to perform the work, and the available work is anticipated to last for more than one (1) month in duration, the recall provisions of Article 29 shall apply. If work continues to be available, the City may fill the position externally.

Effective January 1, 2007, prior to hiring a new temporary employee for non-seasonal work, Article 29 (Letter of Agreement re Temporary Seasonal Work Opportunities) shall apply.

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

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

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

The question as to the position's inclusion in or exclusion from the 416 Unit shall be determined by mutual agreement or, in the absence of an agreement, the Union may file a grievance under Article 21. Such grievance shall be initiated at Step 3 of the grievance procedure.

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

- (i) maintain order, discipline and efficiency;
- (ii) hire, discharge, layoff, direct, classify, transfer, re-assign, schedule hours of work, promote, demote and suspend or

otherwise discipline any employee provided that a claim that any such employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided; and

- (iii) generally to manage the operation and undertakings of the City and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which the City in its discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the City.

2.05 The City agrees that it will act in a manner consistent with the provisions of this Agreement and will not act in an arbitrary, discriminatory, unreasonable manner.

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

Volunteers

2.07 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.

LETTER OF AGREEMENT

ANNUAL REVIEW OF TEMPORARY EMPLOYEES

- (1) The parties agree that there will be an annual review, as described below.
- (2) The City and the Union will undertake a review for the purposes of determining if any temporary employee has been continuously employed for longer than one (1) year as of May 14th, 2004. To be clear, the review will be backward looking and will be for the purposes of identifying those temporary employees who have been continuously employed from May 15th, 2003, through May 14th, 2004, inclusive. Thereafter, such a review will commence annually on May 14th.
- (3) The following criteria must be met for the position in question to be posted and will be used in the above-noted review:

- (i) No permanent employee has a claim to the position in question;
 - (ii) The applicable Division intends to continue to fill the position;
 - (iii) The position will not be eliminated in the near future;
 - (iv) The position is not “seasonal” in nature; and
 - (v) The position is not being utilized for a “special project” or “undertaking”.
- (4) If all of the above noted criteria, as outlined in point (3) are met, then the position in question will be posted as a permanent position pursuant to the Collective Agreement.
- (5) The Union reserves its right to file a grievance and arbitrate any allegation that the City has failed to follow this process.

Article 3 – UNION REPRESENTATION

- 3.01** The City acknowledges the right of the Union to appoint or otherwise select an Executive. The City will recognize and discuss with members of the said Executive any matters properly arising out of this Agreement.
- 3.02** The name and jurisdiction of each of the members of the above Executive, and the name of the Chairperson from time to time selected, shall be given to the City, through the Executive Director, Human Resources, in writing, and the City shall not be required to recognize any such member until it has been notified in writing by the Union of the name and jurisdiction of such member.
- 3.03** The City shall recognize all stewards elected/appointed by the Union and the Union will supply the City with a list of all of its Shop Stewards as soon as they are elected/appointed, and thereafter will notify the City in writing of any changes.
- 3.04** The Union will notify the City in writing of the work area(s) each Steward represents.
- 3.05** The Shop Steward referenced in Article 20 (Discipline, Suspension and Discharge) will be the Steward for the employee’s specific work area as provided for in Article 20.
- 3.06** The City will recognize representatives of the Union authorized by the Union to attend meetings provided for under the Collective

Agreement. The Union agrees to notify the City in writing in advance of the names of its representatives.

- 3.07** When meetings are held between Union representatives and the City, the City will make every effort to schedule such meetings in their entirety during their regular working hours, and should the meeting go beyond such hours, the overtime provision of this Agreement will apply up to a maximum of one (1) hour of overtime pay for each representative in attendance at such meeting.

Labour-Management Committee

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

Union Negotiating Committee

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

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

- 3.10 (a)** The City will provide at least two (2) weeks prior notice in writing to the Union when the City intends to permanently transfer an employee who is a Shop Steward from the work area he is normally assigned to represent. Such notice shall set out

the reasons for the transfer. If requested, a meeting shall be arranged to discuss any issues arising out of such transfer.

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

Occupational Health and Safety Representative

- 3.11 (a)** A leave of absence, with pay and benefits, shall be granted to one (1) representative of the Union to attend to responsibilities related to the City's Occupational Health and Safety Program.

The City shall also provide a total of 2080 hours per year for all other Health and Safety Representatives of the Union to attend to health and safety responsibilities. Of this time, at least four (4) days per month, will be spent in the joint design, development and delivery of health and safety programs to employees.

The City will pay the reasonable training costs to enable one (1) Union representative to fulfill this joint training mandate during the term of the Collective Agreement.

Workplace Safety Rehabilitation Representative

- 3.11 (b)** Leave of absence with pay and benefits shall be granted to one (1) full-time Workplace Safety Rehabilitation Representative whose responsibilities will include workplace safety and rehabilitation.

Full-Time Office or Position

- 3.12 (a)** Where an employee is elected or appointed to the full-time position of President, Vice-President or Treasurer within the Union, the Union shall submit a request for leave of absence on behalf of the employee concerned to the Executive Director of Human Resources. Upon receipt of such request, such leave of absence will be granted, provided that such leave shall involve no cost to the City except that during the period of leave for the above-noted full-time officers, they will continue to accrue sick credits in their sick banks, for use upon the end of such leave, in accordance with the provisions of the Collective Agreement.

Upon expiration of his term of office, the above-mentioned employee (i.e., the President, Vice-President or Treasurer) shall be returned to his former position, if such position continues to exist, or if such position does not exist, the employee shall have the option of accessing Article 28 (Redeployment) or being placed in a position in a classification comparable to that in which he was employed before the commencement of the full-time leave.

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

Leave of Absence with Pay – Union Business

- 3.12 (c)** Upon request from Local 416, the City shall provide a leave of absence with pay and full benefits to the Unit Chairs (or Vice Chairs where the Unit Chairs are not on such full-time leave). The referenced Unit Chairs (or Vice Chairs) shall be entitled to full seniority and service accrual while on such leave. The Union shall provide the City with a request for such leave, in writing, and the City shall confirm their agreement in writing. The Unit Chairs to be covered by this provision are from the following areas: Toronto Water, Transportation, Solid Waste Management, Parks, Forestry and Recreation, Emergency Medical Services (Ambulance) and Corporate Services. In addition to the foregoing are the Outside Division Chair and the Chief of Stewards. Further, the Unit Chair for Animal Services will be provided a leave of absence of one (1) day per week with no loss of pay, benefits, service or seniority, such day per week to be scheduled with two (2) weeks' notice.

The Chair/Vice Chair shall be available on a day-to-day basis. In the event these employees are absent due to illness, vacation or any other reason they shall be required to notify the designated person from the Local and shall also be required to notify the City-designated person, for record keeping purposes. The booked off individuals shall provide on a bi-weekly basis a log outlining which meetings they attended, which City representatives they met with, including the date and times at the meetings. The times not spent in meetings shall also be recorded. Said log shall be provided to the Local Union designate and a copy may be required by the City, so as to ensure accountability can be verified.

The above-mentioned leaves will commence on the beginning of the first pay period after the City received the Union's request.

Should any difficulties or concerns arise with respect to the granting by the City of these leaves, the parties shall meet expeditiously to resolve the matter. Should circumstances arise where either party wishes to terminate the leave and mutual agreement cannot be achieved, the dispute may be submitted to Tim Armstrong for final resolution.

Leave for Authorized Labour Convention or Conference

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

No Loss of Seniority and No Break in Service

- 3.14** Whenever an employee is granted leave of absence with or without pay under Article 3, such absence shall result in no loss of seniority, nor shall it constitute a break in service so as to affect any benefits to which he may otherwise be entitled.
- 3.15** Whenever an employee is on leave of absence without pay on Union business, the City shall pay the employee's wages and

benefits, invoice the Union and the Union shall, forthwith, provide full reimbursement to the City. This provision does not apply to employees who are elected or appointed to full-time positions or offices under clause 3.12(a) and (b).

Approval of Leaves of Absence

3.16 With the exception of leaves granted in accordance with clause 3.09, 3.11, 3.12(a), 3.12(b), 3.13 (a) and 3.13 (b), leaves of absence with or without pay are subject to approval by the City. Such approval shall not be unreasonably withheld.

Article 4 – UNION SECURITY

4.01 It shall be a continuous condition of employment with the City that all employees shall be members in good standing, and that all future employees who come within the 416 Unit shall become members of the Union upon commencement of their employment with the City and thereafter shall remain as such members in good standing, provided that the City shall not be required to discharge an employee who has been expelled or suspended from membership in the Union, other than for engaging in unlawful activity against the Union.

The City shall provide Local 416, on a bi-weekly basis, a list of all employees from whose wages Union dues have been deducted. Such report shall include the Union dues amount, bi-weekly earnings and the hours paid in their base classification.

On an annual basis, the City of Toronto shall certify that the amounts deducted from members of Local 416 and remitted to the Local Union for the year have been reconciled against the T4 supplementary forms for employees.

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

(i) upon commencement of employment, deduct from each pay of such employee such sums for dues and assessments, levies and initiation fees to the Union which are payable by such employee as the By-laws of the Union may from time to time provide, and

- (ii) continue to make such deductions until this Agreement is terminated, and
- (iii) within one (1) week after making of each such deduction, pay the sum so deducted to the Union, and
- (iv) include the amount of Union dues deducted on each such employee's T4 slip.

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

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

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

4.06 The City agrees to provide the Union with a report containing the addresses and home phone numbers of Local 416 members at least two (2) times per year and at such other times as the Union may request.

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

4.07 Every employee shall notify the City of any changes in address or telephone number. It is understood that failure to provide such information shall not be subject to discipline.

4.08 Dedicated space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations determined by the City and the Union. Such bulletin boards shall be in areas where all employees will have access to them. The Union shall have the right to post notices of meetings and such other notices as may be of interest to its members; all notices shall be signed by an Executive member of the Union. Areas where problems continue to arise shall be identified by the Union and the

appropriate measures shall be taken by the City to remedy the concern.

Article 5 – PROBATIONARY PERIOD

- 5.01** Notwithstanding anything to the contrary contained in this Agreement, the City shall have the exclusive right to discharge employees within the first six (6) months actually worked, such period to be called “the probationary period” provided that the probationary period may not be completed while the employee is absent and that in no case shall an employee be required to complete more than one (1) probationary period.
- 5.02** Where an employee was originally employed as a temporary employee and is subsequently employed as a permanent employee, such temporary employment shall count in full towards the probationary period and such employee shall be entitled to benefits as applicable.

Article 6 – NO DISCRIMINATION OR HARASSMENT

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

- 6.04** Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection of such behaviour.
- 6.05** All work locations that are staffed shall contain washroom facilities available to both genders. This does not preclude the use of unisex washrooms which are clearly signed and can be securely locked from the inside so as to afford the occupant privacy. Such locks shall also have the capacity to be unlocked from the outside for the sole purpose of access that would not infringe employee privacy or in the case of an emergency. Where the Union brings to management's attention specific concerns regarding washrooms or independent change rooms, the City shall take the appropriate measures to remedy the concern.

Article 7 – WAGES

MEMORANDUM ITEM

The parties agree to a four (4) year term with wage adjustment increases as follows:

January 1, 2005	2.75%
January 1, 2006	3.00%
January 1, 2007	3.25%
April 1, 2008	3.25%

Effective January 1, 2005, increase all rates for classifications payable on December 31, 2004, by two-and-three-quarters percent (2.75%).

As soon as reasonably possible following July 20, 2005, said wage increase shall be implemented and each active employee shall receive retroactive pay on 2005 earnings less statutory or other deductions required by law including Union dues.

For the purpose of clarification, all employees who have left for whatever reason, including employees who may have been laid off shall be eligible for retroactive pay on all hours paid.

Effective January 1, 2006, increase all rates for classifications payable on December 31, 2005, by three percent (3%).

Effective January 1, 2007, increase all rates for classifications payable on December 31, 2006, by three and one quarter percent (3.25%).

Effective April 1, 2008, increase all rates for classifications payable on March 31, 2008, by three and one quarter percent (3.25%).

Effective October 1, 2008, implement paramedic wage adjustments as follows:

Paramedic Level 1	35.30
Paramedic Level 2	37.07
Paramedic Level 3	38.92
Critical Care Transport Paramedic (CCTU)	45.15
Field Training Officer Level 1	36.71
Field Training Officer Level 2	38.55
Field Training Officer Level 3	40.48
Field Training Officer CCTU	46.96

Effective January 1, 2006, implementation of the new classification of Labourer 3/Student at \$17.50/hr for new hires only in non-driving functions/duties and the existing students will be grandparented at the current Labourer 2/Student classification rate.

Job Evaluation review adjustment to a maximum of three-quarters of a percent (0.75%) to be reflected in Schedule "A" October 1, 2008.

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

While "red-circled," such employees shall receive a lump sum payment in each year of the Collective Agreement, in the amount of the annualized value of the across-the-board increases as applied to their red-circled rate, provided that the lump sum payment is included as pensionable service.

The City agrees to establish a joint reclassification committee comprising three (3) members from the City and three (3) members from the Union in accordance with the Letter of Agreement – Wage Rate Adjustments, July 9, 2005 and will meet as soon as possible but not later than December 15, 2005.

The parties agree to amend Schedule "A" to reflect these wage increases.

- 7.01 (a)** During the term of this Agreement, the City and the Union agree that all payments of wages and salaries will be made in accordance with the hourly wage or salary schedule set forth in Schedule "A" hereto, which is hereby made part of this Agreement.
- 7.01 (b)** On each pay day, each employee shall be provided with a statement of earnings and deductions which contains an itemized statement of their wages, overtime and other supplementary payments and deductions.
- 7.02 (a)** An employee shall progress through the increment levels as set out in Schedule "A" on the employee's anniversary date or as may otherwise be provided in the Schedule.
- 7.02 (b)** Increments and wage adjustments shall be effective at the beginning of the pay period following the increment or wage adjustment date.
- 7.02 (c)** An employee's increment date shall not be adjusted as a result of any pregnancy and/or parental leave taken pursuant to clauses 24.03(a) or 24.03(b).
- 7.03** The rate of pay for a new or changed job classification will be negotiated with the Union. Should the parties not agree, the rate may be set by the City and the matter may be taken up as a policy grievance and processed through the Grievance and Arbitration Procedure.
- 7.04** In the event that an employee's pay has a shortage of eight (8) hours pay or more and the employee notifies their supervisor within three (3) working days from the time the employee receives his pay stub, the City shall rectify the shortage by issuing a manual cheque, within three (3) working days from the time the supervisor is notified. It is agreed and understood that the calculation of such hours shall include overtime hours.
- 7.05** The current practices with respect to direct deposit shall remain in effect for the term of the Collective Agreement. Effective the beginning of the first full pay period following ratification of this Agreement, it shall be mandatory for all new employees to enroll in payroll direct deposit.
- 7.06** All employees in the Union shall be paid on a uniform bi-weekly basis.

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

The City shall meet with the employee so as to negotiate an appropriate schedule of recovery. The employee may be accompanied by either his steward or other Union Representative at such meeting should he so request.

LETTER OF AGREEMENT

PROFESSIONAL AND/OR LICENCE FEES

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

In addition, the parties agree to meet within ninety (90) days of July 20, 2005 to review such practices and to develop a consistent procedure for positions within the bargaining unit.

LETTER OF AGREEMENT

WAGE RATE ADJUSTMENTS

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

1. The parties agree to meet as soon as possible, but not later than December 15, 2005 to implement the following process.
2. The number of representatives from each of the Union and the City shall not exceed three (3) in number. Leave for the three (3) Union representatives to attend the meetings shall be with pay and benefits by the City.
3. Prior to the first meeting, the City shall provide the Union with the current job descriptions, related job descriptions, recent job postings as well as rates of pay for the following classifications:

Communications Dispatch Clerk 2
 Field Investigator
 Inspector
 Materials Management Clerk 1

Materials Management Clerk 2
Traffic Counter Technician
Water Handyworker 1
Water Handyworker 2
Water Handyworker 3
Deckhand
Marine Engineer 1

4. The parties will review the duties and responsibilities of the positions. The City agrees to provide any relevant information it gathers regarding the duties and responsibilities for the position, as well as any relevant information requested by the Union.
5. The parties will have the ability to rely on job descriptions, job postings, external comparators as well as information from the workplace in its discussions with the City.
6. The City agrees to consider any relevant information and input provided by the Union in the discussion and enter into negotiations on the wage rates for the positions set out in (3) above.
7. In the event agreement is reached, the rates of pay shall be retroactive to January 1, 2005 unless the parties otherwise agree to a different date.
8. In the event there is a dispute, the matter will be referred to the dispute resolution mechanism set out herein.
 - (i) either party shall have the right to refer any unresolved issue, to the City's Director of Employee and Labour Relations and to the President of Local 416, or their respective designates, for immediate discussion and speedy resolution.
 - (ii) in the event that the issue is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration. It is agreed that the arbitrator shall have the jurisdiction to hear the substance of the issues and the parties agree they will not raise jurisdictional objections in this regard. In addition, it is agreed that the arbitrator will have jurisdiction to award compensation changes, if any, retroactively to January 1, 2005.
 - (iii) if either party refers the issues in dispute to an expedited arbitration process, the dispute shall be heard by any of the following

arbitrators who is available to hear the matter within ten (10) days of its referral:

G. Lee
 J. Johnston
 D. Starkman
 L. Mikus
 F. Briggs

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

LETTER OF AGREEMENT EQUIPMENT BY CLASSIFICATION

Light Equipment Operator 1 (Blue Permit) – Full Class G License – any automobile, small truck, equipment or combination thereof, up to 11,000 kg., provided the towed vehicle is not over 4,600 kg. GVW and in circumstances where unplated equipment is consistently driven on the road or road allowance in the performance of an employee's duties. This includes but is not limited to:

- Cars
- Light duty trucks or vans with trailer and/or attachment(s)
- Grass Cutting Equipment that is self propelled, multi-decked, driven on the road between locations and with cutting widths of more than 4 feet and less than 12 feet in width
- Sidewalk vacuum, plough or sweeper with attachment(s)
- Skidsteer with or without attachments and driven/used on the road between locations
- Forklift
- Farm Tractor, Tractor Loaders with attachment(s)

Light Equipment Operator 2 (Red Permit) – G1, G2 or Full Class G License
 Unplated equipment that is not consistently driven on the road or road allowance in the performance of an employee's duties. This includes but is not limited to:

- Off Road utility vehicles without attachment(s), e.g. Cushman's, Gators, Golf carts

- Garden tractors
- Grass Cutting Equipment that is self propelled, multi-decked, driven on or off the road and up to 4 feet in cutting width

All other equipment status quo.

Article 8 – OVERTIME, CALL-BACK AND STANDBY PAY

- 8.01 (a)** Each employee shall be paid at the rate of time and one-half for all time worked in excess of his regularly scheduled work day or work week except as provided for in Article 12.
- 8.01 (b)** All overtime shall be paid to the employee on the pay date for the pay period in which the overtime was worked.

Lieu Time

- 8.01 (c)** Employees shall be entitled, at their option, to receive pay or lieu time for each hour of overtime worked, at the appropriate overtime rate.

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

Employees may request to have their accumulated lieu time paid out at any time during the year, provided that on each occasion the employee shall make the request in writing to their supervisor or designate at least three (3) calendar weeks prior to the pay date on which they are requesting the lieu time to be paid. Lieu time shall be paid out at the employee's current rate of pay.

Lieu time taken shall be at the mutual agreement of the employee and the supervisor in accordance with employees' seniority and the requirements of the operations. Requests for the lieu time shall not be unreasonably denied.

Overtime Assignment

- 8.01 (d) (i)** Overtime shall normally be on a voluntary basis.
- 8.01 (d) (ii)** Where the need for overtime arises, the overtime shall be first offered to employees in the work location who

normally perform the work and who have expressed a willingness to work overtime.

If no employee is available to perform the overtime, the overtime will then be offered to those employees within the section on a district-wide basis. In cases where there are not sufficient numbers of employees available in the District who accept the overtime, the employer may assign persons to work overtime within the District and then the work location, in the reverse order of seniority, who have signed the District and work location lists.

In cases where there are still not sufficient numbers of employees available in the District, the employer may assign the employees who normally perform the work, within the section and District, in reverse order of seniority.

In cases where there are still not sufficient numbers of employees available to do the work, after the above steps have been exhausted, the employer may assign employees who normally perform the work within the section, on a city-wide basis in reverse order of seniority.

In cases where the work location has less than five (5) employees who normally perform the work, the employer may assign the overtime in the reverse order of seniority to those who normally perform the work on a district-wide basis.

Planned Overtime

8.01 (d) (iii) Where the need for overtime, within a section as defined herein, is known at least two days in advance, the overtime shall be first offered to employees in the work location who normally perform the work and who have signed the requisite overtime list. If no employee is available to perform the overtime, the overtime will then be offered to those employees within the section on a district-wide basis.

If there is still a need, the overtime will then be offered on a City-wide basis to available employees who have signed their District overtime list, having regard to the section. Should there not be sufficient numbers of employees willing to accept the overtime, the junior employee within the District who has signed the requisite overtime list, may be assigned. If there are still insufficient numbers of employees available, the junior employee within the District may be assigned.

Emergency Overtime

8.01 (d) (iv) The City may assign overtime in an emergency in accordance with clause 8.01(d)(ii). The City may declare an emergency on legitimate and bona fide grounds. It is understood that absences known at least two (2) days in advance, will not constitute an emergency situation. Whenever the City assigns overtime in an emergency situation, it shall notify the Unit Chair who represents the affected employees.

Definition of Section

8.01 (d) (v) For the purpose of this Article, a section is a defined work group, within a Division, examples of which are outlined below. It is understood that the employees that normally perform the work within the section shall be those employees assigned to the overtime opportunities.

Parks, Forestry and Recreation Division

Sections are: Parks; Facilities; Technical Services; Forestry; Plant Production; Conservatories; Marine Services; Golf Courses

Solid Waste Division

Sections are: Collections; Litter; Transfer & Haulage; Processing; Landfill; Facilities & Equipment Maintenance

Transportation Services Division

Sections are: Road Operations; Traffic Operations; Traffic Signs & Pavement Markings

Technical Services Division

Sections are: Development Engineering Services; District Engineering Services; Works Facilities & Structures; Environmental Services; Survey & Mapping Services; Emergency Management Services

Toronto Water Division

Sections are: Water Supply (4 plants); Wastewater (4 plants); Districts; Transmission; Maintenance & Repair

Facilities & Real Estate Division

Sections are: Facilities Operations; Custodial Services; Customer Support Services

Homes for the Aged Division

Sections are: Various Homes

Shelter Housing and Support Division

Sections are: Hostels

Fleet Services Division

Sections are: Procurement; Administration; Maintenance; Fuel Operations

Healthy Environments Division

Sections are: Toronto Animal Services

Economic Development & Culture

Sections are: Cultural Affairs

Finance Division

Sections are: Revenue Services; Materials Management

Equitable Distribution Process for Voluntary Overtime

- 8.01 (e) (i)** In order to provide equitable distribution of overtime hours within a calendar year, employees who normally perform the work within a work location will be required to sign overtime lists indicating their willingness to work overtime. Employees shall initially be placed on the lists in order of their seniority and shall be offered overtime on a rotating basis save and except where periods of reconciliation are required. Such periods are to address the equitable distribution of hours and shall take place on a quarterly basis.

- 8.01 (e) (ii)** Where overtime is to be worked, the employer shall call the employee who is next on the list to be called to perform the overtime work and continue calling until enough employees satisfy the work to be performed, save and except where periods of reconciliation are required.
- 8.01 (e) (iii)** Should an employee who is called decline the overtime, or work the overtime, the number of hours shall be recorded as if the employee had worked. Should the employee not be available at the time of the call, a message will be left and it will be the employee's responsibility to return the call within 5 minutes. If a message could not be left the City will call again within a 5-minute period. In cases where the employee remains unreachable or does not return the message, the overtime hours shall be recorded as if the employee had worked.
- 8.01 (e) (iv)** A sectional overtime list for each District shall be maintained and utilized for the purpose of offering overtime where there are not sufficient numbers of employees who accept the overtime in the work location. Employees who normally perform the work within the District will be required to sign a sectional District overtime list indicating their willingness to work overtime on a district-wide basis.

End of Shift Overtime

- 8.01 (e) (v)** Notwithstanding 8.01(e)(ii) and (iii) above, where employees are engaged in work during their normal working day and overtime is required to complete the job, the employees that were performing the work shall be the employees that will be given the first option to perform that overtime work. Should an employee decline the end of shift overtime, overtime will then be offered to those employees that have signed the overtime list in the work location.

If there are not sufficient numbers of employees who accept the overtime, the overtime will be offered to those employees who have signed the sectional District

overtime list and are at work on that day. If there are still not sufficient numbers of employees who accept the overtime, the City will assign the overtime in reverse order of seniority to those employees who normally perform the work and have signed the overtime list in the work location. If there are still insufficient numbers of employees to work the overtime, the City will assign the overtime to those employees who normally perform the work within the work location. In the event the overtime is a legitimate and bona fide emergency, the employer may require the crew to stay on site until replacement employees are made available.

- 8.01 (e) (vi)** The necessary overtime records shall be made available for inspection by the Union upon request.
- 8.01 (e) (vii)** The parties will meet periodically to review the distribution of overtime hours and to discuss any concerns relative to the administration of this process, which may include overtime in emergency situations.

Overtime Assignment – Sanitation/Collections

- 8.01 (f)** Employees who have worked overtime will have the option of not working overtime on a second consecutive day. Should an employee exercise his right to refuse overtime on a second consecutive day, the employer may assign the overtime to the next senior employee(s) as required. Such refusal shall not be recorded as overtime offered and refused.

LETTER OF AGREEMENT

OVERTIME ASSIGNMENT – TORONTO EMS

It is agreed and understood that the practice that is currently in place for the equitable distribution of overtime for Toronto EMS will remain unchanged by this provision.

Call-Back

- 8.02 (a)** Each employee who has completed his regular day's work and who has left his office, assigned yard or work location and who is called-back and reports for overtime work or who

is called-back and reports for work on other than his regular work day, shall be paid by the City as a minimum, the equivalent of four (4) hours pay at his regular overtime rate, whether such employee works or not, for each time such employee is called-back and reports for overtime work or work as the case may be.

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

Standby

- 8.03 (a)** Except where standby is a normal requirement of the job, standby shall be voluntary. When a job is posted, the posting shall indicate whether standby is a requirement of the job. In the event an employee accepts standby, he shall be available for work when called by telephone, paged, etc. and shall receive a minimum of three (3) hours pay at his regular straight time hourly rate for each twenty-four (24) hour period within which he is assigned to stand by. If the employee while on standby is required to work, all hours so worked shall be subject to overtime rates.
- 8.03 (b)** In the event an employee is on standby and is called into work, he shall not be entitled to call-back pay as set out in clause 8.02 (Call-back).
- 8.03 (c)** In order to provide equitable distribution of standby within a calendar year, employees who normally perform the work within a work location will be required to sign standby lists indicating their willingness to accept standby save and except employees where standby is a normal requirement of the job. If required, sectional standby lists for each District shall be maintained and utilized for the purpose of offering standby where there are not sufficient numbers of employees who accept the standby in the work location.
- 8.03 (d)** Employees shall be placed on the standby lists in order of their seniority. Employees shall be rotated through the lists, com-

mencing with the most senior employee in the location and section.

- 8.03 (e)** Employees who have accepted superior duties in the classification(s) performing the standby, as provided for in Article 23, shall be eligible to be included on the standby list in order of seniority. It is understood that such employees shall only be permitted to appear on one standby list at a time.
- 8.03 (f)** Employees who are performing standby duties shall be given preference for overtime that arises during the course of their standby. In the event an employee is on standby and is called back to work, such overtime hours worked shall not be included in the equitable distribution calculation as outlined in clause 8.01(e).
- 8.03 (g)** In the event there are not sufficient numbers of employees in the work location available to perform standby duties, standby will then be offered to those employees within the section on a District-wide basis who normally perform the work. If there are still insufficient numbers of employees available, the standby will then be offered on a City-wide basis having regard to the section and the work to be performed. Should there not be sufficient numbers of employees willing to accept the standby, the junior employee within the District may be assigned.
- 8.03 (h)** Employees on standby shall be provided a pager.
- 8.03 (i)** Employees on standby and who work holidays during the standby shall be treated in accordance with clause 12.02.

LETTER OF AGREEMENT

STANDBY – TORONTO ANIMAL SERVICES

During the term of the Collective Agreement, the parties shall meet to discuss options for employees in Toronto Animal Services who do not wish to accept standby.

LETTER OF AGREEMENT

STANDBY – TRANSPORTATION SERVICES

During the term of the Collective Agreement, the parties shall meet to discuss how standby for employees in Transportation Services might be standardized.

LETTER OF AGREEMENT

STANDBY – TORONTO WATER

The parties have agreed that placing employees on standby in crews will be discussed in Toronto Water during the DSI discussions.

LETTER OF AGREEMENT

TRAVEL FOR EXTENDED DISTANCES

The parties agree that where the driving duties assigned to an employee are limited by O.Reg. 4/93, enacted pursuant to the Highway Traffic Act, R.S.O. 1990, c.H.8, as amended, the City shall meet with the Union to discuss terms and conditions, including but not limited to meal allowance, accommodation, and any other premiums that may be applicable.

Article 9 – HOURS OF WORK

- 9.01** The normal hours of day workers, including those workers who regularly work Monday through Friday, shall commence not earlier than 6:00 a.m. and end not later than 6:00 p.m. and be of seven (7) or eight (8) hours duration and thirty-five (35) or forty (40) hours per week as the case may be. Where the normal requirements of a job extend beyond the stop and start times set out above, normal hours at variance with the foregoing may, nevertheless, be established.
- 9.02** The City and the Union agree to establish a Variable Work Hours Committee to deal with the matter of establishing variable work hours and/or compressed work week programs, when requested to do so by either party.

Such Committee shall meet within fourteen (14) days of a request being made to establish such variable work hours and/or compressed work week program. Any such program to which both par-

ties agree may be terminated by either party giving the other party sixty (60) days' notice in writing.

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

- 9.03** If an employee is excused from work by reason of authorized leave of absence with or without pay covered by this Agreement during any day or days prior to completion of the employee's scheduled work week, such days shall be considered as time worked for the purpose of computing the employee's entitlement for overtime pay for hours worked beyond the regularly scheduled work week and regularly scheduled work day and all other benefits as herein provided.
- 9.04** Where any group of employees in a work location demonstrate that a majority wishes to have a running lunch, a running lunch shall be granted.

LETTER OF AGREEMENT

HOURS OF WORK

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

LETTER OF AGREEMENT

HOURS OF WORK DISCUSSIONS

The parties agree to meet within ninety (90) days of July 20, 2005 to discuss Hours of Work in the following Divisions: Fleet, Toronto Emergency Medical Services (TEMS), Parks, Forestry and Recreation and Toronto Water.

Article 10 – SHIFT BONUS

- 10.01 (a)** Effective July 20, 2005, each employee of the City coming within the 416 Unit who works on the afternoon or night shift, shall be paid in addition to their regular wage or salary, a shift bonus of eighty-three cents (83¢) per hour, for each afternoon or night shift from time to time worked by such employee as part of their regular shift during such period; provided how-

ever, that the majority of hours worked on such shift, exclusive of overtime, falls within the period between 6:00 o'clock in the evening and 8:00 o'clock in the morning of the next following day.

Effective January 1, 2006, the shift bonus will be increased to eighty-eight cents (88¢) per hour.

Effective January 1, 2007, the shift bonus will be increased to ninety-three cents (93¢) per hour.

Effective January 1, 2008, the shift bonus will be increased to ninety-eight cents (98¢) per hour.

- 10.01 (b)** Effective July 20, 2005, each employee of the City coming within the 416 Unit, who works on a regularly scheduled rotating shift shall be paid in addition to the regular wage or salary, a shift bonus of eighty-three cents (83¢) per hour, for each day, afternoon or night shift from time to time worked by such employee as part of a regularly scheduled twenty-four (24) hour, seven (7) day per week rotating shift schedule.

Effective January 1, 2006, the shift bonus will be increased to eighty-eight cents (88¢) per hour.

Effective January 1, 2007, the shift bonus will be increased to ninety-three cents (93¢) per hour.

Effective January 1, 2008, the shift bonus will be increased to ninety-eight cents (98¢) per hour.

- 10.01 (c)** Effective July 20, 2005, each employee of the City coming within the 416 Unit, who works a regularly scheduled day shift on a Saturday and/or Sunday shall be paid a premium of eighty-three cents (83¢) per hour for all regular hours worked on that Saturday and/or Sunday, provided the employee is receiving no other premium or bonus pay for hours worked on such days.

Effective January 1, 2006, the shift bonus will be increased to eighty-eight cents (88¢) per hour.

Effective January 1, 2007, the shift bonus will be increased to ninety-three cents (93¢) per hour.

Effective January 1, 2008, the shift bonus will be increased to ninety-eight cents (98¢) per hour.

- 10.01 (d)** Effective July 20, 2005, each employee of the City coming within the 416 Unit who, as a part of a regularly scheduled work week, works one half shift or more on the afternoon and/or night shift on a Saturday and/or Sunday shall be paid a week-end/shift premium of one dollar and sixty-six cents (\$1.66) per hour for all regular hours worked on such scheduled shift. The week-end/shift premium shall be in lieu of the provisions of clauses 10.01 (a), (b) and (c).

Effective January 1, 2006, the shift bonus will be increased to one dollar and seventy-six cents (\$1.76) per hour.

Effective January 1, 2007, the shift bonus will be increased to one dollar and eighty-six cents (\$1.86) per hour.

Effective January 1, 2008, the shift bonus will be increased to one dollar and ninety-six cents (\$1.96) per hour.

Article 11 – CHANGE OF SHIFT

- 11.01 (a)** Where the regular day, afternoon or night shift of an employee is to be changed, the employee shall be given forty-eight (48) hours' notice of such change.
- 11.01 (b)** If the employee is given less than forty-eight (48) hours' notice of such shift change, he shall be paid at the rate of time and one-half (1 ½) for the first changed shift worked.
- 11.01 (c)** If the second changed shift worked would otherwise have been a scheduled day off and it falls within forty-eight (48) hours of the notice of the shift change being given, the employee shall be paid at the rate of time and one-half (1 ½) for such second shift worked.
- 11.01 (d)** It is understood and agreed that (a), (b), and (c) do not apply if the change of shift is caused by an emergency or to employees engaged in the first month of natural ice rink operations.
- 11.01 (e)** It is understood and agreed that a change of hours within a regular day, afternoon or night shift shall not constitute a change of shift.

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

Article 12 – DESIGNATED AND STATUTORY HOLIDAYS

- 12.01 (a)** The days to be designated as holidays by the City in each year during the term of this Agreement shall be the following: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).
- 12.01 (b)** When any of the above named holidays fall on a Saturday or Sunday (excepting Remembrance Day), the Friday preceding or the Monday following such holiday shall be designated by the City as the day of observance of such holiday.
- 12.01 (c)** An employee whose scheduled work week is Monday to Friday shall be compensated for all holidays referred to in 12.01(a) or observed in accordance with 12.01(b), as the case may be, but not both, as follows:
- (i)** if the employee does not work on the designated holiday, the employee will be paid for a full day at his regular rate of pay;
 - (ii)** if the employee works on a designated holiday, the employee will be paid two (2) times his regular rate for time so worked and in addition shall either:
 - (A)** be paid for a full day at his regular rate of pay, or
 - (B)** be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor.

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

Monday and for the Friday shift must fall before 11:59 p.m. on Friday.

- 12.02 (a)** When a holiday, as referred to in clause 12.01(a) falls on a Saturday or Sunday employees who work any other shift other than Monday to Friday shall observe the holiday as it falls and shall be compensated as set out below:
- (i) if the employee does not work on the actual holiday, the employee shall be paid for a full day at his regular rate of pay.
 - (ii) if the employee works on the actual holiday, the employee will be paid two (2) times his regular rate of pay for the time so worked and in addition shall either:
 - (A) be paid for the full day at his regular rate of pay, or
 - (B) be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor.
- 12.02 (b)** When a holiday, as referred to in clause 12.01(a), falls on Monday, Tuesday, Wednesday, Thursday or Friday, employees who work any other shift than Monday to Friday shall observe the holiday as it falls and shall be compensated as set out below:
- (i) if the employee does not work on the actual holiday, the employee shall be paid for the full day at his regular rate of pay.
 - (ii) if the employee works on the actual holiday the employee will be paid two (2) times his regular rate of pay for the time so worked and in addition shall either:
 - (A) be paid for the full day at his regular rate of pay, or
 - (B) be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor.
- 12.03** Requests for the lieu time shall not be unreasonably denied.
- 12.04** Should a holiday referred to in clause 12.01(a) fall on an employee's regularly scheduled day off, the employee shall be entitled, at the

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

- 12.05 (a)** Subject to clause (b) hereof in addition to the designated holidays set out in clause 12.01, each employee coming within the Union shall be granted two (2) floating holidays in each calendar year which will be taken at a time selected by the employee and such request shall not be unreasonably withheld.
- 12.05 (b)** A new employee must complete their probationary period with the City as set out in Article 5 before qualifying for the floating holidays.
- 12.06** An appropriate recognition of Remembrance Day will occur in the workplace.

Article 13 – VACATION SAVINGS PAY AND VACATION WITH PAY

Temporary Seasonal Employees

- 13.01 (a)** Temporary seasonal employees, as described under clause 2.02(b)(i) shall receive vacation savings pay (VSP) as part of their bi-weekly pay. Temporary seasonal employees whose work assignment has extended beyond twelve (12) continuous months may, for the remainder of their assignment, elect to continue to receive VSP or be entitled to vacation with pay in accordance with their service and the chart set out in clause 13.04, subject to clauses 13.02 and 13.07(b).

All Other Employees

- 13.01 (b)** Subject to clauses 13.02, 13.03 (c) and 13.07 (b), all other employees shall receive vacation with pay in accordance with their service and the chart set out in clause 13.04.

Temporary Non-Seasonal Employees

- 13.01 (c)** Notwithstanding clause 13.01 (b), temporary non-seasonal employees will have the option of receiving vacation savings pay (VSP) as part of their bi-weekly earnings.

Anniversary Date

- 13.02** Subject to clause 13.07(b), January 1st shall be an employee's anniversary date for vacation purposes in respect of this Article. All employees shall be entitled to receive vacation at any time after January 1st in the calendar year.

New Permanent and New Temporary Non-Seasonal Employees

- 13.03 (a)** As of July 20, 2005, each new permanent and temporary non-seasonal employee shall be entitled to one and one quarter ($1\frac{1}{4}$) vacation days (10 hours) per calendar month of service until December 31st of that year. If an employee works at least one half ($\frac{1}{2}$) of the scheduled days in any month, he shall be entitled to one and one quarter ($1\frac{1}{4}$) vacation days entitlement.
- 13.03 (b)** Subject to clause 13.07 (b), on January 1st, an employee in his first year of service will be credited with one (1) week of vacation with pay. On completion of the first year of service, he will be credited with a further two (2) weeks of vacation with pay.
- 13.03 (c)** Thereafter, on every January 1st, the employee shall have placed to his credit his full vacation entitlement for the current calendar year in accordance with the chart referenced in this Article and January 1 shall become his anniversary date as per clause 13.02.
- 13.03 (d)** Notwithstanding clauses 13.03 (b) and/or (c), if an employee has a break in service as defined in clause 27.08, such vacation credited shall be pro-rated accordingly.

Conversion to Vacation with Pay

- 13.03 (e)** A temporary employee, who receives VSP, and who becomes a permanent employee or elects under clause 13.01 (a) to receive vacation with pay will continue to receive VSP until the first day of the month following his change to permanent status or election. Thereafter such employee shall be entitled to receive the balance of his vacation with pay prorated based on the days remaining in that year, in accordance with the chart set out in clause 13.04.

13.04 Employees shall be entitled to vacation with pay or vacation savings pay in accordance with the chart below:

SERVICE	ENTITLEMENT	
	VSP: Temporary Seasonal Employees (see clause 13.01 for option)	Vacation With Pay: Permanent Employees and Temporary Non-seasonal Employees (see clause 13.01 for option)
Prior to completion of first year of service	4% of bi-weekly earnings	1¼ days vacation per calendar month of service prior to December 31
On the pay period following completion of one year of service	2% of bi-weekly earnings for prior year of service	N/A
Following completion of one year of service	6% of bi-weekly earnings	(see clause 13.03 (b) for vacation during an employee's first year of service) three (3) weeks vacation
Following completion of 9 years service	8% of bi-weekly earnings	four (4) weeks vacation
Following completion of 17 years service	10% of bi-weekly earnings	five (5) weeks vacation
Following completion of 22 years service	12% of bi-weekly earnings	six (6) weeks vacation
Following completion of 30 years service in the 30th year only.	14% of bi-weekly earnings	seven (7) weeks vacation
Following completion of 31 years service	12% of bi-weekly earnings	six (6) weeks vacation

13.05 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 24.03(a) or 24.03(b) for the duration of such leave.

- 13.06** The normal vacation to which a retiring employee is entitled may be taken, at the employee's option, prior to the effective date of retirement or as a final payment in lieu of vacation with pay upon retirement.
- 13.07 (a)** An employee who leaves the service of the City shall be paid any vacation owing.
- 13.07 (b)** In the event that an employee leaves the service of the City, other than by reason of death or retirement, the City shall recover the value of any vacation as follows:
- (i)** An employee 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 recover the additional week of increased vacation entitlement if taken prior to actually completing the required service; and
 - (ii)** If such employee was hired or converted to vacation with pay on or after July 20, 2005, the City shall recover from such employee the value of any vacation taken in excess of the amount earned in accordance with his service in the current calendar year.
- 13.07 (c)** Where an employee dies on or after January 1st in any year and prior to receiving vacation in that year, the amount of vacation pay as set out in the chart contained in clause 13.04 shall be paid to the employee's estate.

Note: For Clarity, an employee hired prior to July 20, 2005 who received vacation entitlement, based on his previous years' service method, shall retain such entitlement placed to his credit. Notwithstanding, clause 13.07 (b)(i) shall apply.

- 13.08** Vacations will be scheduled in accordance with employees' seniority and the requirements of operations and such vacation requests shall not be unreasonably denied.
- 13.09 (a)** Vacation due an employee shall be completed before the end of the calendar year. An employee may, with the approval of

his Division Head or at the request of such Division 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 Division Head as the case may be no later than November 1 in any year.

- 13.09 (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 13.09 (a), the Division 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 Division Head shall then schedule the employee's vacation so that it is completed before the end of the calendar year or, if the employee so requests, they shall be paid out for any unused vacation at the end of the year.
- 13.10** Employees ineligible for the maximum number of days vacation with pay shall, on request, be granted leave of absence without pay for the remainder of such maximum period.
- 13.11** A designated holiday, as set out in clause 12.01(a), which falls within a vacation period shall not be considered as a day of vacation.
- 13.12** An employee who is required to appear for jury duty or is requested by the City to appear as a witness in a court proceeding or is subpoenaed as a witness in a legal proceeding during his vacation period shall be granted, upon request, that the period of vacation time be changed to jury or witness duty leave.
- 13.13** Each employee taking two (2) consecutive weeks or more vacation shall be entitled to receive, prior to the commencement of such vacation, all pay due to him during the vacation period provided he gives the Division Head at least thirty (30) calendar days advance notice in writing to that effect.
- 13.14** 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 bi-weekly pay periods, his vacation entitlement shall be reduced by 1/26th for

each such consecutive bi-weekly pay period in excess of twenty-six (26) consecutive bi-weekly pay periods.

- 13.15** An employee who is off on WSIB and as a result is unable to use all of his vacation entitlement prior to the end of the calendar year shall be paid out for any unused vacation at the end of the year, unless an agreement is reached to carry over some or all unused vacation in accordance with clause 13.09(a).
- 13.16 (a)** An employee absent because of illness who has exhausted his sick pay credits may use the vacation pay credits owing to him as sick pay credits. In that case, such credits will be treated as sick pay credits and the provisions of Article 14 (Sick Pay) will apply.
- 13.16 (b)** An employee in receipt of sick pay, who has unused vacation, shall be entitled to defer his vacation to a mutually agreed upon time.
- 13.17** "Service" in this Article shall be as defined in Article 27 (Seniority and Service).
- 13.18** Where an employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of an illness or injury he shall be entitled to claim sick pay in lieu of vacation for such days of hospitalization, provided that written verification by a physician, is provided to his Division Head upon the employee's return to work. The period of vacation shall be rescheduled for a later date and unless approved shall not constitute an automatic extension of the originally approved vacation period. In the event that any extenuating circumstances arise in respect of this clause, the employee and a Local 416 representative may, upon the employee's request, review the matter with his Division Head.

LETTER OF AGREEMENT

GRANDPARENTING OF YORK EMPLOYEES WITH 4 WEEKS VACATION

Employees covered by this Letter of Agreement remain under the York vacation schedule, as outlined below, for as long as they continue to be members of the Local 416 bargaining unit and do not have any entitlement under the new City vacation entitlement.

Employees of the former City of York who as of October 5, 1999 have qualified for four (4) weeks of vacation or more, notwithstanding anything to the contrary in the Collective Agreement, shall be entitled to vacation as identified below:

- (i) Following completion of six years service – four weeks (20 working days).
- (ii) Following completion of nine years service – five weeks (25 working days).
- (iii) Following completion of seventeen years service – six weeks (30 working days).
- (iv) Following completion of twenty-four years service – six weeks plus one day (31 working days).
- (v) Following completion of thirty years service – six weeks plus two days (32 working days).
- (vi) Following completion of thirty-five years service – six weeks plus three days (33 working days).
- (vii) Following completion of forty years service – six weeks plus four days (34 working days).
- (viii) Following completion of forty-five years service – seven weeks (35 working days).

LETTER OF AGREEMENT

GRANDPARENTING OF EMPLOYEES WITH 6 WEEKS VACATION

Employees of the former municipalities of York, North York, Etobicoke, East York and Scarborough, and of the Scarborough Public Utilities Commission, Cityhome and Leaside Memorial Gardens who, as of October 5, 1999, are entitled to six (6) weeks of vacation or more, notwithstanding anything to the contrary in the Collective Agreement, will continue to be so entitled.

Article 14 – SICK PAY

- 14.01 (a)** Permanent employees shall be eligible to receive sick pay commencing the first of the month following completion of the probationary period.
- 14.01 (b)** Temporary employees shall be eligible to receive sick pay commencing the first of the month following the completion of six (6) months of aggregate or continuous service with the City.

- 14.02** Credits shall be cumulative from the beginning of the first complete month after the commencement of duties.
- 14.03** In this Article "month" shall mean calendar month.
- 14.04** Each employee shall receive a sick pay credit of one and one-half (1½) days for each month of "unbroken" service with the City, as defined in clause 14.05 such credit to be cumulative.
- Note: Any suspension of ten (10) days or less shall not be considered broken service.
- 14.05 (a)** Except as provided in 14.05(b), a month of "unbroken" service shall be one in respect of which an employee receives pay (including any leave with pay), under the Collective Agreement for all scheduled days.
- 14.05 (b)** If an employee returns from illness, without sick credits, and thereafter works and is paid on all working days of the month in which the employee returns to work the month will be considered a month of "unbroken" service.
- 14.06** Except as provided in clause 27.07, (Service) when an employee is given leave of absence without pay for any reason, or is laid off, and returns to work upon expiration of such leave of absence or is recalled to work, he shall not receive credits for the period of such absence but shall retain his cumulative credits, if any, existing at time of such leave or layoff.
- 14.07** If an employee is absent on account of illness and his cumulative sick pay credit has been exhausted, his service, for the purpose of this Article, shall be broken and, therefore, he shall not receive a credit of one and one-half (1½) days per month for the remainder of such absence.
- 14.08** Subject to clause 39.01 (Right to Rescind Resignation) an employee who resigns his position with the City or is discharged for cause and is later rehired to the City Service, shall be considered a new employee and shall not be entitled to bring forward credits available prior to leaving the service.
- 14.09** Whenever an employee's days of illness exceed his cumulative credit, the excess days of illness shall be regarded as days of illness without pay.

- 14.10** Sick pay shall be paid for any time lost by reason of illness or injury, to the full extent of sick pay credits available to him at the time of each absence, except where an award is made under The Workplace Safety and Insurance Act 1997.
- 14.11** The number of days or parts of days for which an employee receives sick pay shall be deducted from his Cumulative Sick Pay Credit but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work. Absence on account of illness for less than half a day shall not be deducted. Absence on account of illness for a half a day or more, and less than a full day, shall be deducted as one-half (½) day.
- 14.12 (a)** An employee absent for more than three (3) consecutive working days shall furnish within seven (7) working days from commencement of absence, a certificate from his physician covering the duration of illness, with first and last dates the employee was seen by the physician. The seven (7) day period may be extended by the Division Head if the employee is incapacitated to the extent that he is unable to produce the certificate of illness within that period.
- 14.12 (b)** An employee absent for more than twenty (20) consecutive working days shall:
- (i)** provide immediately following such twenty (20) days, a certificate from his physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty; and
 - (ii)** provide further certificates from his physician, covering the same information, following each subsequent forty (40) consecutive working days of absence.
- 14.13** An employee shall not be entitled to sick pay in advance of any credit he may earn in the current month. Any such credit becomes available on the first day of the succeeding month.
- 14.14** An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of

pay without deduction from sick leave, unless a physician states that the employee is fit for further work on that shift.

- 14.15 (a)** Except as provided in sub-clauses 14.12(a), 14.12(b) and 14.14 this Article does not apply to those employees who were employed by the former City of Etobicoke and who as of October 5, 1999, were eligible for sick pay benefits under the Etobicoke "Sick Leave 1/1/4 Plan". Those employees shall continue to be provided with the benefits in accordance with the applicable provisions of the respective plan. Details of this Plan shall be incorporated into this Collective Agreement in Schedule 3.
- 14.15 (b)** Except as provided in sub-clauses 14.12(a), 14.12(b) and 14.14 this Article does not apply to those employees who were employed by the former City of York, and who as of October 5, 1999, were eligible for sick pay benefits under the York "Short Term Disability Plan". Those employees shall continue to be provided with the benefits in accordance with the applicable provisions of the respective plan. Details of this Plan shall be incorporated into this Collective Agreement in Schedule 4.
- 14.16** An employee may use up to six (6) days of his available accumulated sick credits per calendar year in order to care for ill dependants. Such absence shall be deducted from the employee's bank of accumulated sick credits and shall not be considered as breaking a month's service.
- 14.17** An employee who is required to attend to a critical incident or is involved in a serious incident or accident, such that he is unable to work, shall be permitted to take the remainder of the day off without loss of pay and benefits.

Article 15 – SICK PAY GRATUITY

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

- (i) there shall be paid to every employee who has been in the employ of the City for an aggregate period of at least ten (10) years;
- (ii) there shall be paid to the Estate of every employee, who dies while in the employment of the City having completed an aggregate service of at least ten (10) years with the City, an amount equal to one-half (½) 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 <u>Service Requirement</u>	Column 2 <u>Period</u>
At least 10 years and less than 15 years	Three (3) calendar months
At least 15 years and less than 20 years	Four (4) calendar months
At least 20 years and less than 25 years	Five (5) calendar months
At least 25 years	Six (6) calendar months

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

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

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

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

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

LETTER OF AGREEMENT

SICK PAY CREDIT GRANTS FOR FORMER EMPLOYEES OF EAST YORK

Those employees who, as of October 5, 1999, were eligible for a sick pay gratuity payout upon the completion of seven (7) years of service shall continue to be covered by those provisions for the term of the Collective Agreement, notwithstanding anything to the contrary in the Collective Agreement.

LETTER OF AGREEMENT

FORMER EAST YORK LOCAL 114 RETIREMENT ALLOWANCE

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

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

LETTER OF AGREEMENT

FORMER EAST YORK LOCAL 114 EMPLOYEES RE: SEVERANCE ALLOWANCE

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

Severance

Upon voluntary termination of employment with the City, there shall be paid to the employee the whole or part of such an amount as is equal to one-half (½) of the cumulative sick pay credit of the employee, but in no case shall such amount exceed the aggregate amount of his salary and other remuneration set forth in column 2 of the following schedule and corresponding to the service requirements set forth in column 1 thereof:

Column 1

At least 7 years but
less than 10 years

At least 10 years but
less than 15 years

At least 15 years but
less than 20 years

At least 20 years but
less than 25 years

More than 25 years

Column 2

Two (2) calendar months

Three (3) calendar months

Four (4) calendar months

Five (5) calendar months

Six (6) calendar months

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

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

- (i) every employee who is retired on account of age; or retires from employment and is qualified to receive a pension pursuant to either paragraphs (1), (2) or (3) under heading "C" of the Schedule contained in Section 5 of By-law No. 375-70 of the City, and amendments thereto, being a By-law to provide improved benefits for certain employees and certain former employees, or pursuant to the Ontario Municipal Employees Retirement System or pursuant to an approved pension plan within the meaning of Section 250 of the Municipal Act respecting the employees of The Corporation of the Village of Forest Hill or of The Corporation of the Village of Swansea or the Local Board of Health of either of such Corporations; the whole or part of such amount as is equal to the cumulative sick pay credit of an employee, but in no case shall such amount exceed the aggregate amount of his salary or other remuneration for the period set forth in Column 2 of the schedule contained herein corresponding to the service requirement set forth in Column 1 thereof. The following is the schedule hereinbefore mentioned:

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

LETTER OF UNDERSTANDING

FORMER CITY OF ETOBICOKE RETIREMENT ALLOWANCE

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

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

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

LETTER OF AGREEMENT

PAYOUT FOR SICK LEAVE CREDITS FOR FORMER CITY OF YORK

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

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

Trust Agreement credits shall be based on the employee's sick credits entered into said Trust Agreements as of July 31, 1982 or upon signing

of said Trust Agreement whichever is proper as past practice has established.

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

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

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

Eligibility for Benefits

- 16.01 (a)** A permanent employee of the City shall be entitled to the benefits provided for in this Article upon the completion of his probationary period as set out in clause 5.01.
- 16.01 (b)** A temporary employee of the City who attains six (6) months of continuous service or six (6) months of aggregate service with the City shall be entitled to the benefits provided for in this Article.
- 16.01 (c)** Where an employee is not in receipt of salary or wages because of sickness or injury for a period of time that exceeds fifty-two (52) consecutive bi-weekly pay periods, the employee shall be responsible for paying the cost of premiums for any of the benefits in this Article under which the employee has coverage.
- 16.01 (d)** Clauses 16.02 and 16.03 shall apply to the eligible dependants of an eligible employee (as defined in clauses 16.01(a) and (b) above). Such dependants are defined as follows:
- An employee's spouse including common-law spouse and same-sex partner
 - An unmarried child of the employee or the employee's spouse who is:
 - dependent on the employee for support

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

Benefits Book

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

Extended Health Care Benefits

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

Eligible Expenses (Benefit year January 1 – December 31)

- Semi-private hospitalization – difference between ward and semi-private hospital room.
- Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
 - Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules
 - Maximum of three hundred dollars (\$300) per person per benefit year for smoking cessation medication
 - Plus other non-prescription but life-sustaining drugs if they have a Drug Identification Number.
- 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 twenty-five thousand dollars (\$25,000) for every three (3) benefit years.
- Effective January 1, 2005, services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or masseur (after OHIP ceases to pay for treatment) to a maximum of four hundred dollars (\$400) per person, per practitioner, per benefit year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of eight hundred dollars (\$800) per person, per benefit year.
- Services of a licenced or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per person per benefit year.
- Services of a licensed psychologist, to a maximum of three hundred dollars (\$300) per person per benefit year.
- Effective July 20, 2005, up to three hundred and fifty dollars (\$350) per person in any twenty-four (24) consecutive month period for contact lenses and/or eyeglasses prescribed by an ophthalmologist or licensed optometrist. This coverage can also be used towards one (1) routine eye exam every twenty-four (24) consecutive months and/or the cost of laser surgery.
- Effective January 1, 2006, up to three hundred and seventy-five dollars (\$375) per person.
 - Effective January 1, 2007, up to four hundred and twenty-five dollars (\$425) per person.
 - Effective January 1, 2008, up to four hundred and fifty dollars (\$450) per person.

- Hearing aids including repairs and batteries to a maximum of one thousand and six hundred dollars (\$1600) per person for every three (3) benefit years.
- Coverage for one (1) Prostate Specific Antigen (PSA) test or one Ovarian Screening Test (CA125II) per person per benefit year to a maximum of thirty dollars (\$30) per year per person.
- One (1) pair of orthotic devices per person per benefit year provided they are prescribed by a medical doctor, orthopaedic surgeon, chiropodist or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a bio-mechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices per benefit year.
- One (1) pair of orthopaedic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthopaedic devices per benefit year.
- Out of province/country coverage for emergency medical treatment for employees and their dependants.
- Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan.

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

Dental Benefits

16.03 The City will provide for all employees by contract with an insurer selected by the City a Dental Plan which will provide dental ben-

efits. The City shall pay one hundred percent (100%) of the premiums.

Eligible Expenses

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

One hundred percent (100%) for:

- Preventive, diagnostic emergency or palliative procedures, including oral exams, scaling and cleaning, topical fluoride solution treatment, consultations, diagnostic procedures, x-rays and preventive services, subject to current limits on frequency
- Restorative procedures, such as fillings – amalgams (acrylic or composite for front teeth)
- Surgical services (extractions) and anaesthesia
- Periodontal and endodontic services, including space maintainers for missing primary teeth
- Administration of antibiotic drugs by attending dentist.

Sixty percent (60%) major restorative procedures, seventy percent (70%) dentures – to a maximum of four thousand dollars (\$4,000) per person per benefit year:

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

Fifty percent (50%) – to a lifetime maximum of four thousand dollars (\$4,000) per person:

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

Group Life Insurance

- 16.04 (a)** The City will provide for all employees, by contract with an insurer selected by the City, group life insurance, in the amount of two times (2x) the employees annual salary for each such employee covered by such insurance, and the City shall pay one hundred percent (100%) of the premium(s) for such insurance chargeable in respect of each such employee covered thereby.

Optional Group Life Insurance

- 16.04 (b)** Effective July 20, 2005, the City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life Insurance up to a maximum of two hundred thousand (\$200,000) dollars for the employee and/or two hundred thousand (\$200,000) dollars for the employee's spouse, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.

Effective July 20, 2005, the City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life Insurance up to a maximum of twenty thousand (\$20,000) dollars for each child of the employee, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.

- 16.05** All employees shall, as a condition of employment, participate in the group life insurance to be provided in accordance with clause 16.04(a) hereof.

Long Term Disability

- 16.06 (a)** The City will provide for all employees by contract with an insurer selected by the City, a Long Term Disability plan for employees and will pay one hundred percent (100%) of the cost thereof to provide a long term disability benefit of seventy-five percent (75%) of basic salary for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workers' Compensation or any other plan to which the City makes any contribution, such long term disability benefit to be payable after six (6) continuous months' absence from work on account of illness or injury; provided that no

employee shall be eligible to collect Long Term Disability benefit payments so long as he is in receipt of sick pay benefits from the City.

16.06 (b) Except where a premium waiver applies, the City will ensure the continuation of existing benefit coverage, as set out in this Article, of an employee who has applied for the long term disability benefit but who has exhausted his sick pay credits prior to the conclusion of the six (6) month waiting period. In no case shall the period of such continued coverage exceed fifty-two (52) consecutive bi-weekly pay periods in accordance with clause 16.01(c).

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

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

Accidental Death and Dismemberment Insurance

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

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

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

Benefits Monitoring Committee

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

Payroll and Employee Benefits, and the President of Local 416, or their designates.

The objective of the Committee will be to address issues of concern arising out of the administration of the benefit plan including the review of any special circumstances where employees incur extraordinary expenses within the parameters of the plan and to review the plan and, if the parties both agree, to make joint recommendations regarding the plan so as to ensure that it meets the needs of Local 416 and the City.

The Committee shall meet at the request of either party.

LETTER OF AGREEMENT

SELECTION OF INSURER

Mr. Brian Cochrane
President, T.C.E.U. , Local 416, C.U.P.E.
110 Laird Drive
Toronto ON M4G 3V3

Dear Mr. Cochrane:

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

Yours truly,

(signed)
Bill Adams
Director, Employee & Labour Relations

MEMORANDUM ITEM ONLY

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

Letter to: Brian Cochrane

From: M. Garrett

RE: Administrative and Underwriting Services for Employee Benefits

Dear Mr. Cochrane:

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

"It is recommended that:

- (1) A working group, comprised of the following, be established to develop Terms of Reference and a process for the selection of a benefits carrier for City of Toronto employees:
 - two members of Council to be appointed by the Mayor
 - the Chief Financial Officer and Treasurer;
 - representatives from the office of the Chief Administrative Officer
 - one representative each from the following organisations:
 - Local No. 79
 - Local No. 416
 - the City of Toronto Administrative, Professional and Supervisory Association Incorporated (COTAPSAI); and
 - the Toronto Firefighters' Association:
- (2) the working group be requested to submit its report to the Administration Committee within three months time; and
- (3) in the interim, the existing benefits administration contracts continue."

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

Thank you.

Yours truly,

(signed)

M. Garrett

Article 17 – PENSIONS AND RETIREMENT

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

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

- 17.01 (e)** For the purposes of this Article, the term "participate" when used in connection with a pension plan includes, but is not limited to, membership in the plan, accrual of pensionable service, employer and employee contributions, and entitlement to pension benefits.
- 17.02** Notwithstanding clause 6.01 hereof, each employee shall be retired upon attaining the age of sixty-five (65) years, such retirement to be effective upon the last day of the month in which the sixty-fifth (65th) birthday of such employee occurs. Employees who have presently attained age sixty-five (65) and who presently continue in the service of the City shall retire no later than twelve (12) months from the date hereof.
- 17.03** The pension premium payments for every employee on leave of absence on Union business shall continue to be made notwithstanding such leave, and the Union shall pay the City for both the

employer and employee share of such premium payments during such leave on a quarterly basis as invoiced therefor by the City.

- 17.04 (a)** An employee who has at least ten (10) years of credited Pension service with the City, including predecessor service, and who elects early retirement shall be eligible for the continued coverage of benefits set out in clauses 16.02 (Extended Health Care), 16.03 (Dental), and 16.04(a) (Group Life Insurance), at employer cost, until such employee attains the age of sixty-five (65) years. Such benefits will be effective upon the date on which the employee actually retires.
- 17.04 (b)** An employee hired prior to the date of ratification of the Memorandum, and who at retirement does not have ten (10) years of credited pension service with the City, including predecessor service, shall be entitled to the benefits as outlined above in clause 17.04(a), at employer cost, up to and including the last day of the month in which his sixty-fifth (65th) birthday occurs.
- 17.05** Where an employee who elects early retirement and is eligible for benefits in accordance with clause 17.04 dies prior to his sixty-fifth (65th) birthday, said employee's spouse (insured at the time of death) and as defined in clause 16.01(d) and eligible dependants as defined in clause 16.01(d) shall continue to be covered by said benefits with the exception of those benefits provided under clauses 16.04(a)(Group Life Insurance) and 16.04(b)(Optional Group Life Insurance) up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.

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

- 17.06** Where an employee who would have been eligible to elect early retirement dies prior to actually taking early retirement, and provided that such employee was eligible for benefit coverage at the time of his death, the employee's spouse shall, with the exception of those benefits provided under clauses 16.04(a)(Group Life Insurance) and 16.04(b)(Optional Group Life Insurance), be eligible

for the benefit coverage as set out in clause 17.04 for the period from the date of the employee's death up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.

- 17.07** The City shall provide a paid up group life insurance policy in the amount of five thousand dollars (\$5,000) for those employees who retire at the age of sixty-five (65), and to employees on LTD upon the attainment of age sixty-five (65).

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

- 17.08** The City shall not implement nor offer any Early Retirement Incentive Package(s) to any employee(s), until it has had meaningful consultation with the Union.

Article 18 – TRANSFERS

- 18.01 (a)** An employee wishing to transfer to another Division within the same classification may submit such request in writing to the Executive Director of the Human Resources Division. Such request for transfer shall only be allowed if there is another employee in the same classification who wishes a transfer.
- 18.01 (b)** An employee wishing to transfer to a different location within the same classification within his Division may submit such request in writing to the Division Head. Such request for transfer shall only be allowed if there is another employee in the same classification who wishes a transfer.
- 18.01 (c)** It is understood and agreed that vacancies shall not be considered for a lateral transfer under this procedure.
- 18.01 (d)** In accommodating requests for transfer under (a) and (b) above, the City will take into account the availability of positions at a work location and seniority. The City will post such requests in the requested location(s) or Division(s) for a period of thirty (30) days. The City shall make a reasonable effort to satisfy such requests.

Article 19 – JOB POSTINGS**Job Call Process**

19.01 (a) When a permanent vacancy arises or a new job is established within the Local 416 bargaining unit, the vacancy shall be posted in accordance with this Article.

It is understood that all permanent vacant positions within the bargaining unit shall be posted within three (3) months of the vacancy occurring. In the event the City does not intend to fill a permanent vacancy, the City agrees to advise the Union.

The Division Head concerned shall notify the Executive Director of Human Resources of the City accordingly, setting forth the duties of the position and the specific qualifications.

The Executive Director of Human Resources shall arrange for the position to be made known to all employees through the Job Call procedure. The Job Call procedure shall apply only to permanent positions save and except the position of Paramedic Level 1.

The Executive Director of Human Resources shall:

- (i) send copies of Job Call notices, in accordance with clause 19.02, to all City Divisions, which notices each Division Head shall ensure are prominently displayed so that all employees are made aware of positions available;
- (ii) where necessary, prepare and conduct assessments and evaluate the applicants' experience, education or equivalency and ability to perform the work satisfactorily;
- (iii) establish lists of candidates and certify names on such lists to Division Heads for selection and recommendation for the filling of such job postings;
- (iv) provide copies of any Job Call notice to the President of Local 416 at least five (5) working days prior to the actual posting; said copies shall be kept in confidence until the date on which the Job Call notice(s) is posted; and

- (v) following the Job Call process, provide the Recording Secretary of the Union with a copy of the list of all applicants to the posting, including the successful applicant(s) with their seniority.

- 19.01 (b)** With regard to encouraging meaningful input from the Union, the City will provide information to the Union on the development of new or changed job description(s) in order to have discussion and consultation between the parties regarding job content and qualifications.

In the event there is a dispute, the matter may be taken up as a policy grievance and shall be processed through the dispute resolution mechanism set out herein:

- (i) either party shall have the right to refer any unresolved issue, to the City's Director of Employee and Labour Relations and to the President of Local 416, or their respective designates, for immediate discussion and speedy resolution.
- (ii) In the event that the issue is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration. It is understood that the City may post and fill the position(s) being disputed, pending a final decision as a result of the Dispute Resolution Process below.
- (iii) If either party refers the issues in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) days of its referral:

G. Lee

J. Johnston

D. Starkman

D. Randall

K. Petryshen

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

Job Call Notices

- 19.02 (a)** Each Job Call notice shall state:
- (i) the general duties of the position;
 - (ii) the Division and current work location;
 - (iii) the bargaining unit in which the position is situated;
 - (iv) the hourly rate;
 - (v) the qualifications required, including those qualifications which will be used in the application review;
 - (vi) the number of vacancies;
 - (vii) the procedure for making application;
 - (viii) the closing date for receiving applications;
 - (ix) the contact person;
 - (x) the assessments, if any, that candidates must undergo for the position will be held in the Human Resources Division unless otherwise indicated; and
 - (xi) the current hours of work and/or applicable shift (i.e. whether the position requires day, night, afternoon, weekend or rotating shifts).
- 19.02 (b)** Such qualifications and assessments shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.
- 19.02 (c)** The closing date provided for in the foregoing (a) (viii) hereof shall not be less than two (2) weeks from the date of issue of the Job Call.
- 19.02 (d)** Applications for available positions shall be made on forms supplied by the Human Resources Division. An employee may apply for a position in a classification that is at the same, or higher or lower rate of pay than his present classification.

Application Review

- 19.03 (a)** Applications will be reviewed against the qualifications indicated in 19.02 (a) (v). An employee whose application has been rejected because of insufficient qualification for the

position shall be notified in writing at least seven (7) working days prior to the date of the assessment or the date an employee is deemed the successful candidate.

Such notification shall specify which qualifications were deemed insufficient within the employee's application in order to permit the employee an opportunity to respond in writing with any additional information. Such response must be received by the Human Resources contact person identified in said notification at least two (2) working days prior to the date of the assessment or the date an employee is deemed the successful candidate.

- 19.03 (b)** It is understood that, with respect to senior qualified positions, no employee's application will be rejected on the basis of insufficient qualification if he holds or has performed the duties of the same job classification as the one applied for and possesses the required licences and certifications or could acquire same within the qualifying period as set out in 19.05 (b).
- 19.03 (c)** It is also understood that, with respect to senior qualified positions, no employee's application will be rejected on the basis of insufficient qualification solely because he lacks operating experience in vehicles currently relevant to the position, if he holds the driver's licence required by the City to operate that class of vehicle and could acquire the ability to do so within the training period referenced in 19.05 (c).
- 19.03 (d)** Any applicant for a Job Call notice or candidate participating in an assessment who has a complaint regarding the procedure or any other matter may have his complaint placed before the Executive Director of Human Resources.

Assessment Process

- 19.04 (a)** If passing an assessment is required to qualify for a particular position, such assessment shall be conducted in a manner that will provide a fair evaluation in accordance with Article 19.
- 19.04 (b)** Assessments may be written, oral, physical or by demonstration of skill, training, experience, or any combination thereof,

as may be determined by the Executive Director of Human Resources. Candidates may be assessed on their ability to operate relevant equipment currently used in the performance of the job.

- 19.04 (c)** Applicants to a Job Call notice shall be notified in writing of the outcome of their application, assessment or standing on the list, as applicable.
- 19.04 (d)** The Executive Director of Human Resources shall permit any applicant to review his examination paper, at any time within thirty (30) days of notification.

Senior Qualified Process

- 19.05 (a) (i)** With the exception of the jobs identified in 19.06, job postings within the bargaining unit shall be filled on a senior qualified basis.
- 19.05 (a) (ii)** The City shall assess applicants in order of seniority, until enough candidates have been identified to fill the posted position(s). Assessments will be for the purpose of determining qualifications and ability to perform the duties of the position.
- 19.05 (a) (iii)** It is agreed that when the senior applicant being considered under 19.05 (a) (ii) holds the same job classification as the one applied for or who has performed in the classification for a period of at least four (4) continuous months in the previous two (2) years, and possesses the necessary licences and certifications, he shall have been deemed to have met the period of assessment under 19.07(a) and will not be subject to any further review, evaluation or assessment and shall be forthwith appointed to the position, provided the City may interview such employee in order to confirm this information.
- 19.05 (a) (iv)** It is agreed that when the senior applicant being considered under 19.05 (a) (ii) holds the same job classification as the one applied for or who has performed in the classification for a period of at least four (4) continuous months in the previous two (2) years and who meets the

criteria outlined in 19.03 (b), he shall be assessed only for the purpose of determining any requirements to acquire the necessary licence and/or certification within the thirty (30) working day qualifying period as referenced in 19.05 (b).

- 19.05 (a) (v)** It is agreed that when the senior applicant being considered under 19.05 (a) (ii) meets the criteria outlined in 19.03(c) he shall be assessed only in relation to non-driving related duties.

Qualifying Period

- 19.05 (b)** In circumstances where the senior candidate for a senior qualified position holds the same classification as the position applied for or has performed in the classification for a period of at least four (4) continuous months in the prior two (2) years and does not possess the necessary licence, certification and/or experience for the position, the City shall provide training during a thirty (30) working day qualifying period for him to become appropriately licensed, certified and/or experienced.

Training Period

- 19.05 (c)** In circumstances where the senior candidate for a senior qualified position does not possess experience operating the vehicles currently relevant to the position but possesses the necessary licence to operate vehicles of that class, the City shall provide a training period of thirty (30) working days for him to acquire such operating experience.
- 19.05 (d)** No employee shall be dismissed for failing to acquire the necessary licence, certificate and/or experience during the thirty (30) working day period as provided for in 19.05 (b) and (c) above. An employee failing to do so shall be returned to the position he held immediately prior to the promotion.

Relative Ability Process

- 19.06** Selection to the positions listed below shall be on the basis of qualifications, experience, education or equivalency and ability to perform the work satisfactorily. When these factors are relatively equal, seniority shall govern.

Auto Mechanic Grade 1 (Leadhand)
 Animal Care and Control Officer 1 *
 Building Maintenance Coordinator
 Communications Dispatch Clerk 1
 Critical Care Transport Paramedic
 Field Investigator – Roads
 Inspector
 Leadhand
 Leadhand/Arborist
 Maintenance Mechanic Foreperson
 Marine Engineer 1
 Nursery Technician
 Provincial Offences Officer – Forestry
 Subforeperson – Equipment
 Subforeperson – Forestry
 Tree Nursery Technician

*Note: Within 30 days of July 20, 2005, the Animal Care and Control Officer 1 position will be referred through the dispute resolution process set out in 19.01 (b).

Reversion

- 19.07 (a)** All successful applicants to permanent positions shall be subject to a three (3) month assessment period.
- 19.07 (b)** Should a reversion be necessary or requested by the employee, the employee shall be reverted to the position he held immediately prior to the promotion. In the event the former position has been filled in the interim, the employee will be returned to his classification at the rate he held immediately prior to the promotion.
- 19.07 (c)** 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.

Accommodation

- 19.08 (a)** Notwithstanding clause 19.01 hereof, a permanent employee who has become incapable of fully performing his regular duties because of injury, occupational disease, advancing

years or disability may be given preference for any available vacant permanent position for which he is considered able to perform without the Executive Director of Human Resources being required to advertise such position, provided that such employee may not displace any other employee by reason of seniority, and the City shall advise Local 416 of all such appointments. Job postings shall not be waived for accommodation without agreement of the Union or the committees set up under the Modified Work Program.

19.08 (b) In the event that the parties are unable to reach an agreement regarding the preference given to a permanent employee, as outlined by clause 19.08 (a), the following expedited dispute resolution procedure shall be followed:

(i) either party shall have the right to refer the matter to the City's Director of Employee and Labour Relations and to the President of Local 416, or their respective designates, for immediate discussion and speedy resolution.

(ii) in the event that the matter is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration.

(iii) if either party refers the matter to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) days of its referral:

G. Lee	D. Randall	K. Petryshen
M. Timms	D. Starkman	R. Herman

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

New or Revised Classifications

19.09 The City shall designate any new or revised job as falling within either the Senior Qualified Process or the Relative Ability Process as outlined above, subject to the right of the Union to grieve the

inclusion of a job in the Relative Ability Process that does not require the incumbent to either:

- (a) have as a primary function the supervision of other employees in their work including the allocation of time or resources or the prioritizing of tasks;
- (b) have as a primary function contact with the public in resolving public complaints and/or concerns;
- (c) have as a primary function contact with contractors and other third parties.

19.10 For the purposes of this Article, working days shall be Monday to Friday inclusive, but exclusive of designated holidays.

Article 20 – DISCIPLINE, SUSPENSION AND DISCHARGE

20.01 Whenever an employee is requested to report for a disciplinary discussion with supervisory personnel, prior to any disciplinary action being taken or a grievance being lodged, such employee shall have a Union Representative at such a meeting. For the purposes of this provision, "Union Representative" shall mean the Steward for the particular work area or, if not available, any steward within the section or, if not available the Unit Chair. If no Union Representative is available, the employee shall not be disciplined but may be removed from the workplace with pay until a disciplinary discussion can be held. Such removal from the workplace shall not be considered to be disciplinary action.

20.02 Where a discussion occurs between an employee and the supervisor of such employee pertaining to any matter which may result in disciplinary action being taken and such matter is brought to the attention of a member of the excluded group holding a supervisory position, the disciplinary action resulting from such discussion shall be recorded in writing and a copy thereof shall be furnished to the employee or forwarded by registered mail to the employee's address last known to his Division, within two (2) working days of such discussion.

20.03 Where a meeting is arranged between an employee and a supervisor for the specific purpose of providing the employee with written notice of discharge, suspension or issuance of a written reprimand

to the employee, the employee shall have the shop steward for the particular work location or another Union Representative at such meeting.

- 20.04** The City shall forward a copy of any letter of discharge to both the Recording Secretary of the Union and the Chief of Stewards.
- 20.05** Where a discussion as defined in clause 20.01 or 20.03 is to take place, it is agreed that the steward, or other Union Representative, shall be provided with up to twenty (20) minutes, if requested, to consult with the employee prior to commencing the meeting.
- 20.06** Where an employee has not received a disciplinary notation for a period of two (2) calendar years, any disciplinary notation(s) recorded on the employee's service record shall be null and void, and shall be removed from the employee's file.
- 20.07** It is understood that any period of disciplinary suspension without pay shall be deemed an approved leave of absence without pay for pension purposes.

LETTER OF AGREEMENT

DEMERIT SYSTEM OF DISCIPLINE

The parties agree to meet during the first year of the Collective Agreement to discuss and evaluate alternative methods of disciplinary action, including demerit systems.

LETTER OF AGREEMENT

DISCIPLINARY SUSPENSIONS

– REVIEW OF OMERS PENSIONABLE SERVICE

Further to the agreement of the parties in clause 20.07, it is understood that any period of disciplinary suspension without pay shall be deemed an approved leave of absence without pay for pension purposes.

Subject to agreement of the above provisions, the City further agrees to undertake the following retrospective review back to 2000 (i.e. the year that coincides with OMERS implementing the change in accumulating credited service on a day for day basis):

1. The City will identify all active Local 416 employees who have been recorded with a suspension, without pay, since January 1, 2000 and will provide a copy of the information to the Union.
2. The City will review the information with OMERS to identify those employees where the period of the suspension has resulted in a reduction in credited service for the identified period. A copy of the information, which identifies the affected employees, will be provided to the Union.
3. For the affected employees, identified in paragraph 2, the City will advise OMERS of the change in the suspension periods to periods of approved Leave of Absence, without pay.
4. The City will request Buy Back and/or Broken Service Purchase documents from OMERS for all affected employees. All employees will be advised that they are eligible to establish this service as credited service under the OMERS plan.
5. It is understood that should the employee elect to purchase any portion of the service as credited service they shall be responsible for 100% of such cost.

Article 21 – GRIEVANCE PROCEDURE

- 21.01** The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.
- 21.02** Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 21.03** For the purposes of the grievance and arbitration procedures, “working days” shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 21.04** A grievance shall be defined as where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.
- 21.05** The Union acknowledges and agrees that Stewards and Officers of the Union have regular duties to perform as employees of the

City and that such employees will not leave their regular duties to assist employees in preparing their grievance without obtaining the permission of their Division Head or someone designated by him and will similarly report upon returning to their regular duties. Such permission shall not be unreasonably denied. Time spent during an employee's regular working hours pursuant to this Article (including clause 22.07-Mediation) shall be without loss of pay.

21.06 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

(i) Step One

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

(ii) Step Two

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

must be made at least five (5) working days prior to the date of the Step Two meeting. The Vice-Chair or steward shall also attend the meeting in addition to the Chair.

(iii) Step Three

Should the decision of the Division Head not be satisfactory to the Union, the Union may within ten (10) working days after the receipt of the written decision of the Division Head, forward copies of the grievance and the written decision as provided for in Step Two to the Director of Employee and Labour Relations. Upon receipt of such copies, the Director of Employee and Labour Relations shall confer with the Representatives of the Union within fifteen (15) working days after receipt of the grievance at Step Three. The Director of Employee and Labour Relations shall advise the Union in writing within ten (10) working days after the said conference of his decision in respect to the grievance. The grievor will attend the Step Three meeting upon the request of the Union, without loss of pay or benefits, provided that such request must be made at least five (5) working days prior to the date of the Step Three meeting. The Vice-Chair or steward shall also attend the meeting in addition to the Chair.

(iv) Step Four

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

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

Policy Grievances

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

Group Grievances

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

Suspension or Discharge Grievances

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

Job Call Grievances

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

Sexual Harassment Grievances

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

Management Grievances

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

LETTER OF AGREEMENT

WITNESSES AT ARBITRATION

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

Article 22 – ARBITRATION

- 22.01** The parties agree, subject to the right of either party to require an arbitration board in accordance with clause 22.02, that grievances not resolved through the grievance procedure will be submitted to a single arbitrator. If the parties agree, they shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, the Union shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator. Time spent by the grievor, Vice-Chair or Steward during their regular working hours to attend arbitration shall be without loss of pay, benefits, seniority or service. This clause shall also apply to the Unit Chair.
- 22.02** Where either party requests, the Union and the City shall convene an Arbitration Board. Within ten (10) working days of such request, the Union and the City will notify each other of their nominee to the Arbitration Board. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson within one (1) calendar month, the Union may request the Minister of Labour for Ontario, in writing, to appoint a Chairperson. A copy of such request shall be forwarded concurrently to the other nominee to the Board.
- 22.03** The Arbitration Board, or single arbitrator, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon the Union, the City and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 22.04** Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or

single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.

- 22.05** In the grievance and arbitration procedures, the Union shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Article 21 (Grievance Procedure).
- 22.06** The Arbitration Board shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement.

Mediation

- 22.07** Once a grievance has been processed to arbitration, both parties may, within forty (40) working days, agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of the Union, in addition to the Unit Chair and the Vice-Chair or Steward. Time spent in attendance at mediation during an employee's regular working hours shall be without loss of pay. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice.
- 22.08** In an attempt to clear up the backlog of grievances and reduce the number of grievances going to arbitration, the Union and the City agree to use the services of mediators. Mediation shall be scheduled two times in a calendar month until the backlog of grievances has been addressed either through settlement or referral to arbitration.

Article 23 – SUPERIOR DUTIES

- 23.01 (a)** Where a temporary vacancy occurs as a result of:
- (i)** an absence of an employee who is absent for any reason and it is determined that the vacancy is to be filled (including an absence of one (1) month or less of a temporary employee hired to work on a seasonal basis to meet seasonal needs) or;

(ii) to meet unexpected workload demands of a temporary nature, or

(iii) to work on a special project or undertaking,

such vacancy shall be offered immediately to the senior qualified person in a lower rated position within the work location. If no qualified employee is available in the work location, then the offer shall be made to the senior qualified person in the section concerned.

23.01 (b) It is understood that the acceptance of a superior duty assignment shall be at the discretion of the employee.

23.02 Whenever an employee is assigned to perform the work of a higher-rated classification, he shall be paid the rate of pay for that higher-rated classification. Where incremental steps exist, the employee shall be paid an increase of at least sixty-five cents (\$0.65) per hour or the next higher incremental step, whichever is greater.

23.03 (a) The superior duties provisions shall apply to periods during which the employee is absent on paid leave, on sick pay or paid holidays or on annual vacation, provided such employee has been continuously paid at such alternate rate for at least two (2) months and such qualifying period has not been interrupted by an aggregate of absences on paid leave, sick pay, paid holidays or vacation in excess of fifteen (15) working days prior to such absence on paid leave.

These provisions shall apply only when the two (2) continuous months service requirement has been fulfilled and such employee is still being paid such alternate rate at the commencement of such absence and such alternate rate will be paid only to the extent that it would have been paid had the employee remained at work.

Multiple Superior Duty/Alternate Rates

23.03 (b) When an employee has been assigned to multiple superior duty/alternate rate positions and where the rates of pay differ in those superior duty/alternate rate positions and provided the employee meets the two (2) continuous month qualifying period specified in clause 23.03(a), the rate paid to the employee for statutory holiday, paid leave, sick leave or annual vaca-

tion shall be the superior duty/alternate rate paid on the day immediately preceding any such absence.

- 23.03 (c)** Notwithstanding 23.03(b), if an employee has occupied a superior duty/alternate rate position and provided the employee meets the two (2) continuous month qualifying period specified in clause 23.03(a), and then on the day immediately preceding a statutory holiday, paid leave, sick leave or annual vacation, the employee is reduced to a lower-rated position or their base rate, then the higher superior duty/alternate rate of the previous day will be the rate paid for the statutory holiday, paid leave, sick leave or annual vacation.
- 23.04** The employee shall be returned to his former position upon completion of the superior duty assignment.
- 23.05** This Article shall not be used to avoid the posting provisions under Article 19. At the point in time that it is reasonably anticipated that the absent permanent employee will not return, the City must decide whether the position is to continue and if so post it under Article 19. The employee performing superior duties under this Article shall remain in the position until a new incumbent is confirmed.
- 23.06** Whenever an employee is temporarily assigned to perform the work of a lower-rated classification and accepts, he shall be paid the rate of pay for that lower-rated classification. For the first two (2) continuous months worked in the lower-rated classification, the rate paid to the employee for statutory holidays, paid leaves, sick leave or annual vacation shall be at his base rate and thereafter such time will be paid at the rate applicable to the lower-rated classification.

Article 24 – LEAVE OF ABSENCE

Bereavement Leave

- 24.01 (a)** An employee who is absent from work solely due to the death of the father, mother, son, daughter, brother, sister, husband, wife, common law spouse, same-sex partner, stepfather, stepmother, stepson, stepdaughter, stepbrother or stepsister of such employee, shall be entitled to compensation for time so lost by such employee from his regular schedule at his regular rate of pay for five (5) working days. Such leave may commence no earlier than the date of the death, and must be

completed within the seven (7) consecutive calendar day period following the death, provided that if the funeral is not held within the seven (7) day period, the employee may reserve one (1) of the above five (5) bereavement days for the purpose of attending the funeral or interment, where either ceremony falls on a regularly scheduled working day.

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

Leave of Absence for Jury Duty

- 24.02 (a)** Each employee who is called to serve as a juror or is subpoenaed as a witness in a legal proceeding,
- (i) shall be granted leave of absence for such purpose, provided that upon completion of his jury or witness service such employee shall present to his Division Head a satisfactory certificate showing the period of such service;

- (ii) shall be paid his full salary or wage for the period of such jury or witness service; provided that he shall pay to the Deputy City Manager & Chief Financial Officer of the City the full amount of compensation received for such service and obtain an official receipt therefor, it being understood that the full amount does not include monies received on days other than his 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 Division for instructions respecting his return to work and shall, upon receiving such instructions, comply with the same.

24.02 (b) When a shift worker has completed the last day of his Jury or Witness service, he shall report for his next scheduled shift provided that he has a rest period of not less than twelve (12) hours from the completion of such service until the start of his next shift.

Pregnancy/Parental Leave

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

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

24.03 (c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 24.03(a), or is granted in accordance with clause 24.03(b), shall be at the discretion of the Division Head concerned, and shall not involve any expense to the City, but shall result in no loss of seniority.

24.03 (d) The City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 16 (Extended Health) and shall pay its share of the pension contributions under Article 17 (Pensions) for any pregnancy and/or parental

leave taken pursuant to clauses 24.03(a) or 24.03(b), unless the employee elects in writing that they do not wish benefit coverage.

- 24.03 (e)** Pregnancy and/or parental leave in accordance with clauses 24.03(a) or 24.03(b) shall not involve any expense to the City, except as provided in clauses 7.02(c) (Increments), 13.05 (Vacation), 24.03(d), 24.04 and 24.05 (Leave of Absence).
- 24.04 (a)** An employee who is eligible for pregnancy leave under clause 24.03(a) or an employee who requests and is granted pregnancy leave under clause 24.03(b), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to Section 30 of the Employment Insurance Act, S.C. 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:
- (i) For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City,
 - (ii) For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of her regular rate and the sum of her weekly Employment Insurance benefits and any other earnings.
- 24.04 (b)** Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their employment insurance benefits for the period of unemployment.
- 24.04 (c)** Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.
- 24.05 (a)** An employee who is eligible for parental leave under clause 24.03(a) or who requests and is granted parental leave under clause 24.03(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C., 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:

- (i) For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable).
 - (ii) For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of the employee's regular rate and the sum of the employee's weekly Employment Insurance benefits and any other earnings.
- 24.05 (b)** Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their Employment Insurance benefits for the period of unemployment.
- 24.05 (c)** Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.
- 24.06** An employee who is granted an extension of parental leave in accordance with clause 24.03(c) shall be responsible for paying in advance by post-dated cheque(s) the full premiums for the insurance coverage referred to in Article 16 (Extended Health Care/Dental/Group Life and Long Term Disability Insurance) for any period of such extension. Such employee shall be advised of the cost of the applicable benefits if the employee wishes to continue such benefit coverage. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

Leave for Canadian Citizenship

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

Personal Leave of Absence

- 24.08** Subject to the approval of the Division Head, an employee may request and be granted leave of absence, without pay, of up to five (5) consecutive working days for personal reasons. Where approved, such absence shall not constitute a break in service so

as to affect any benefits to which the employee is entitled other than pay. A request for such leave shall not be unreasonably denied.

Military Leave

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

Participation in Elections

- 24.10** The City policy concerning Participation in Elections, dated June 8, 1999 as may be amended from time to time, shall be applicable to Union staff.
- 24.11** It is understood and agreed that all existing City leave of absence policies as they may be established or amended by the City from time to time, will be accessible to Local 416 members, subject to the terms and conditions of the policy.

LETTER OF AGREEMENT

PREPAID LEAVE PLAN

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

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

Article 25 – TRANSPORTATION

Use of Personal Vehicle

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

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

Mileage Allowance

25.02 Whenever an employee is required and/or authorized to use his automobile on the business of the City, in accordance with the provisions of clause 25.01, the City shall pay to such employee, effective January 1, 2005, an allowance of forty-nine cents (49¢) per kilometre actually travelled in the course of transacting the business of the City. This allowance shall be increased to fifty cents (50¢) per kilometre effective January 1, 2006, to fifty-one cents (51¢) per kilometre effective January 1, 2007 and to fifty-two cents (52¢) per kilometre effective January 1, 2008.

Parking Costs

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

Transporting Other Employees

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

Payment of Allowance

25.05 The allowances set out in 25.02 shall be paid to an employee authorized to use his automobile, in accordance with the provisions of clause 25.01, to travel to a temporary work assignment at a work location outside the City of Toronto boundaries. The allowance is

for each kilometre travelled between the location of the temporary work assignment and the City boundary nearest to that location. The City boundaries are defined as Steeles Avenue on the north, Port Union Road on the east and Etobicoke Creek and Indian Line on the west.

Keele Valley/Pickering Work Locations

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

Public Transportation

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

25.08 Upon request, the City will provide a T2200 for eligible employees who have received a per-kilometer allowance in accordance with the provisions of clauses 25.02, 25.05 or 25.06.

Article 26 – TEMPORARY EMPLOYEE BENEFITS

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

Article 27 – SENIORITY AND SERVICE

Seniority

Establishing Seniority

27.01 (a) A seniority date shall be established for each employee upon successful completion of the probationary period as defined in Article 5, such date to be coincident with the date of commencement of said probationary period.

Notwithstanding the foregoing, probationary employees shall accrue aggregate service upon the commencement and for the duration of the probationary period, which shall be used in place of seniority in the application of the following Articles only:

Clause 8.01	Overtime
Clause 8.02	Call Back
Article 19	Job Postings
Article 23	Superior Duties
Article 29	Layoff and Recall

- 27.01 (b) (i)** All employees hired prior to January 1, 1998 shall have placed to their credit such seniority as they had accumulated in accordance with the terms of their predecessor Collective Agreements.
- (ii)** All employees hired between January 1, 1998 through November 19, 2001, shall have placed to their credit such seniority as they had accumulated in accordance with the terms of their predecessor Collective Agreements.
- 27.01 (c)** Notwithstanding clause 27.01 (b), employees who were hired or recalled on a temporary/casual basis, under a predecessor Collective Agreement that did not recognize seniority for temporary/casual employees or who were previously non-union, will have a seniority date established as follows:
- (i)** temporary/casual employees hired or recalled prior to January 1, 1998, and who continued to be employed without a break in service post January 1, 1998, shall have placed to their credit such seniority coincident with their last date of hire or recall immediately preceding January 1, 1998.
- (ii)** temporary/casual employees who were hired or recalled on or after January 1, 1998 shall have placed to their credit such seniority coincident with such date of hire or recall, immediately following January 1, 1998.
- 27.01 (d)** Seniority dates that are amended in accordance with clause 27.01 (c), will take effect on the effective date referenced in clause 27.02 (f). Any rights derived from this new seniority date shall apply from that date forward.

Seniority Review

- 27.02 (a)** Within thirty (30) days following July 20, 2005, the parties agree to commence a joint work group comprised of three (3) representatives from Local 416 and three (3) representatives

from the City, to research the necessary records, as available, in order to amend seniority dates in accordance with clause 27.01 (c). Upon completion of this research, an interim seniority list will be provided to the Union. Such list will reflect the parties' best efforts given the information available.

The Local 416 joint work group representatives shall be released from their respective workplaces on a continuous basis until the letters under 27.02(b) are sent out to the employees. Time spent during an employee's regular working hours on the Committee shall be without loss of pay, benefits, seniority and service.

- 27.02 (b)** Thereafter, each employee will be sent a letter stating his interim seniority date as determined in clause 27.01. Such date will become effective as provided for in clause 27.01 (d). This information will be sent to the current home address on record with the City. The City shall provide the Union with a copy of each letter sent to each employee.
- 27.02 (c)** The employee will have a period of thirty (30) working days from a date agreed to by the parties, to bring forward to the Union, any dispute he has with his interim seniority date. Within sixty (60) working days from the date agreed to by the parties, the Union shall advise the City of all disputes to be advanced to the Review Panel as described in clause 27.02(e). Ten (10) days prior to the Review Panel meeting, the Union will provide to the City, copies of documentation available to support such disputes. The Review Panel shall compare such documentation with the records that the City has on file, and shall have the authority to amend seniority dates accordingly. Time spent during an employee's regular working hours on the Committee shall be without loss of pay, benefits, seniority and service.
- 27.02 (d)** If no dispute is raised within the thirty (30) day period, the interim seniority date established in accordance with clause 27.01 shall be the seniority date reflected on the seniority list referenced in clause 27.02 (f).
- 27.02 (e)** The Review Panel will comprise four (4) representatives, two (2) from the City and two (2) from Local 416 and will meet

to consider all disputes brought forward. If agreement is reached by the Review Panel, the Panel shall send a letter to the employee involved indicating the agreed-to seniority date. All outstanding seniority dates not agreed to will be subject to the following dispute resolution process:

- (i) The parties agree to appoint the arbitrator from the list below who has the first available date:

G. Lee; T. Armstrong; L. Mikus; D. Starkman

- (ii) The arbitrator will render his/her decision on the day of the hearing, which shall be final and binding. If requested by either party within two (2) weeks from the date of the hearing, the arbitrator shall provide written reasons for any decision.

27.02 (f) Upon completion of the above-noted process, the revised seniority list will be forwarded to the Union and will be made available or posted in every Local 416 workplace. This initial list will indicate both the seniority dates and the converted seniority days, for both temporary and permanent employees, calculated in accordance with clause 27.02(g). The date on which the seniority list will take effect shall be mutually agreed to by the parties. No other changes resulting from this review process, except for typographical errors which may appear in subsequent seniority lists will be made after the posting of this seniority list.

27.02 (g) As of the effective date referenced in clause 27.02 (f), each employee's seniority date will be converted to seniority days based on the following:

- (i) The time period from the employee's seniority date shall be converted into years and the number of years shall be multiplied by 260 days, (2080 hours divided by 8 hours equals one year); and
- (ii) One-half ($\frac{1}{2}$) of a day or more will be rounded up to one (1) day and less than one-half ($\frac{1}{2}$) of a day will not be counted.

- 27.02 (h)** As of the effective date in accordance with clause 27.02 (f), seniority accumulation shall not include periods of layoff and unauthorized leaves of absence.
- 27.02 (i)** An electronic copy of the seniority list containing permanent and temporary employees' seniority days and permanent employees' seniority dates in accordance with clause 27.02(h), will be forwarded to the Union and posted in every Local 416 workplace on a bi-monthly basis. The most recent of the bi-monthly seniority lists shall be the seniority list used for all purposes contemplated in the Collective Agreement where seniority is a factor.
- 27.02 (j)** Seniority will be calculated based on the seniority days the employee has accumulated up to the end date of the last pay period in the month based upon the formula described in clause 27.02(k). The bi-monthly seniority list will be posted and effective on the 15th day of the following month. Subsequent lists will be posted on the 15th day of every second month.
- 27.02 (k)** The formula for calculating seniority will be based on regular hours of the employee's classification(s):
- (i)** 8 hours is equivalent to 1 day for employees whose regular work day is 8 hours;
 - (ii)** 10 hours is equivalent to 1.25 days for employees whose regular work day is 10 hours; and
 - (iii)** 12 hours is equivalent to 1.5 days for employees whose regular work day is 12 hours.
- 27.02 (l)** In the event employees carry the same seniority date, the method of determining who has greater seniority shall be based upon the employee's last name alphabetically. This method of calculation will apply to paramedics from July 20, 2005 onward, and shall not apply to paramedics whose seniority order was calculated prior to July 20, 2005.
- 27.03** Seniority shall apply on a bargaining unit-wide basis except as may be modified by clause 13.08 (Vacation Selection).

Loss of Seniority, Service and Employment

- 27.04** An employee shall lose all seniority, service and his employment shall be terminated if:
- (i) he voluntarily terminates his employment subject to the right to rescind in Article 39;
 - (ii) he is discharged for reasonable cause and not reinstated;
 - (iii) he is absent without written notice and without a satisfactory reason to the City in excess of ten (10) calendar days from the commencement of absence;
 - (iv) he fails to report for work within ten (10) working days from the date he is recalled to work under Article 29 except as otherwise provided for in that Article;
 - (v) he is not recalled to work within twenty-four (24) months of the date of his layoff from work pursuant to Article 29.
- 27.05** Any employee temporarily placed outside the bargaining unit through a modified work program or accommodated for a disability will retain and continue to accumulate seniority in this bargaining unit.
- 27.06** In the event that an employee covered by this Agreement should be promoted to a position outside the bargaining unit and is still in the employ of the City, the employee shall have a maximum of ninety (90) calendar days, to return to the unit without loss of seniority.

Service

- 27.07 (a)** All employees hired prior to November 20, 2001 shall have placed to their credit such service as they had accumulated in accordance with the terms of their predecessor Collective Agreements.
- 27.07 (b) (i)** Notwithstanding clause 27.07(a), employees who were hired or recalled on a temporary/casual basis, under a predecessor Collective Agreement that did not recognize service for temporary/casual employees or who were previously non-union, and who were hired or recalled prior to January 1, 1998 and continued to be employed without a break in service post January 1, 1998 or tem-

porary/casual employees who were hired or recalled on or after January 1, 1998 shall have service accrual based on regular hours paid exclusive of overtime for the period from their respective date of hire to November 19, 2001.

- (ii) The seniority review process as outlined under clause 27.02(a) through to (e), shall be adopted by the parties to undertake a service review process for those employees covered under clause 27.07 (b)(i), with the following list of arbitrators:

F. Briggs D. Randall J. Johnston K. Petryshen

- (iii) Once the above-noted process is completed in its entirety, the revised service dates, as the case may be, shall apply on a go-forward basis only.

27.07 (c) All employees hired on or after November 20, 2001 shall accrue service from their date of hire to July 20, 2005 in accordance with clause 27.06 of the Collective Agreement that expired December 31, 2004.

27.07 (d) Between November 20, 2001 and July 20, 2005, employees referenced in clause 27.07(a), (b)(i), and (c) above shall accrue service in accordance with clause 27.06 of the Collective Agreement that expired December 31, 2004. Following July 20, 2005, all employees will accrue service in accordance with clause 27.08.

27.08 Subject to clause 27.07, service shall be determined from the employee's first date of hire. Service shall not include periods when the employee is on:

- (i) leave of absence, without pay, due to illness or injury in excess of twenty-six (26) consecutive bi-weekly pay periods for the purpose of Article 13 (prorating of Vacations) in accordance with clause 13.14;
- (ia) leave of absence, without pay, due to illness or injury in excess of fifty-two (52) consecutive bi-weekly pay periods for the purpose of Article 16 (Extended Health) in accordance with clause 16.01(c) (Benefits);

- (ii) approved leave of absence, without pay, in excess of thirteen (13) bi-weekly pay periods, except where the Collective Agreement provides that service shall accrue for a longer period of time for a respective leave of absence;
- (iii) any unauthorized leave of absence;
- (iv) any period of layoff.

LETTER OF AGREEMENT

CARRIAGE OF SENIORITY

Subject to CUPE Local 79 agreeing to the identical Letter of Agreement, Local 416 agrees to meet with CUPE Local 79 and the City of Toronto with respect to the carriage of seniority between the bargaining units. In the event that an agreement is reached by all three parties, the terms and conditions of such an agreement shall be explicitly stated in a written agreement between the parties.

Article 28 – EMPLOYMENT SECURITY AND REDEPLOYMENT

Notice

- 28.01 (a)** In the event of the proposed displacement of a permanent employee resulting from:
- (1) deletion or elimination of their position;
 - (2) technological change; or
 - (3) contracting out;

The City shall:

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

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

- 28.01 (b)** The City agrees to notify the Union in writing three (3) months in advance of any additional contracting out of work, other than work that is presently contracted out.
- 28.01 (c)** The City will convene a meeting with the Union within five (5) working days of delivery of written notification to the Union of its intention to contract out or privatize the work. The City will make available to the Union an outline of the type of work in question, and the reasons for the contracting out. The City will also provide information with respect to the cost, and other pertinent information which would allow the Union to make a complete submission to the appropriate Division Head and to the appropriate Committee of Council. The Union shall make such submissions within forty-five (45) days of the delivery of the City's information.

Joint Committee – Contracting In

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

Joint Redeployment Committee

- 28.03 (a)** The Joint Redeployment Committee will meet not later than two (2) weeks after the notice referred to in 28.01 and will meet thereafter as frequently as necessary. The Joint Redeployment Committee shall be comprised of equal numbers of representatives from the Union and the City. The number of representatives will not exceed five (5) for each party.
- 28.03 (b)** Meetings of the Joint Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the City at the appropriate rate of pay.
- 28.03 (c)** Each party shall appoint a Co-Chair for the Joint Redeployment Committee. Co-Chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

Mandate of the Joint Redeployment Committee

28.04 The mandate of the Joint Redeployment Committee is to:

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

Disclosure

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

Redeployment Process

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

The affected employee may elect one of the following:

- (i) to fill a vacant position in the same classification; or
- (ii) to fill a vacant position at the same rate of pay; or
- (iii) to fill a vacant position in a classification at a lower rate of pay.

28.06 (b) Where such a vacancy is not available, the affected employee may elect one of the following:

- (i) to displace the employee who has the least bargaining unit seniority in the same classification in the location selected by the affected employee; or
- (ii) to displace the employee who has the least bargaining unit seniority in a classification at the same rate of pay in the location selected by the affected employee; or
- (iii) to displace the employee who has the least bargaining unit seniority in a classification at a lower rate of pay in the location selected by the affected employee.

28.06 (c) Notwithstanding the above, where a vacancy in a lower classification exists within the employee's district for which the employee is able to perform the work, the employee may elect to take the vacancy at the rate of pay of that position.

When an employee who elects to fill such a lower classification is within five (5) years of their mandatory retirement age, the employee shall receive no less than their current rate of pay until retirement.

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

Wage Protection

28.07 (a) Where a permanent employee is displaced in accordance with the provisions of this Article and, subject to clause 28.06(c), is permanently placed in a position for which a lower wage rate is applicable, such employee shall continue to receive the rate they were receiving prior to such re-assignment for the thirty (30) month period immediately following the effective date of their re-assignment. Following the expiry of the thirty (30) month period, such employee will then receive the rate applicable to their new position. Such change in rate will be effective the first of the pay period following the expiry of the aforementioned thirty (30) month period.

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

Right to Return to Former Classification

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

Job Posting Procedure

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

Ability of an Employee to Perform Work

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

Retraining

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

- 28.11 (a)** where employees are unable to perform the work required to displace less senior employees or to fill vacant positions and could become capable of performing the functions of the position with one month of retraining, the employee may exercise their option and retraining will be provided;
- extensions on a case-by-case basis, as determined by the Joint Redeployment Committee may be granted on a mutually agreed to basis;
- 28.11 (b)** employees whose positions have been altered or reclassified and who require retraining to continue in their position shall be entitled to retraining of up to one (1) month. Extensions on a case-by-case basis, as determined by the Joint Redeployment Committee may be granted on a mutually agreed to basis;
- 28.11 (c)** to the extent that it is practical to do so, training will be provided during the employee's regular working hours;
- 28.11 (d)** the costs associated with retraining shall be borne by the City;
- 28.11 (e)** the City and the Union will co-operate in order that employees who wish to be retrained can have their work schedules adjusted, where necessary, to enable them to participate in training;
- 28.11 (f)** where the City requires skills and is unable to provide in-house training in order that employees may achieve the said skills, the City shall pay the associated costs of the external training which may be required;
- 28.11 (g)** any dispute with respect to the application of this section which is not resolved by the Joint Redeployment Committee may be referred by either party to the Dispute Resolution Process set out below.

Duration of Redeployment Protection

- 28.12** Normally, a permanent employee affected by the provisions of this Article, will not be issued a notice of lay-off under Article 29, until they have exhausted their options under Article 28. However, provided the City is acting in good faith and for valid business reasons,

the notice of lay-off under clause 29.08, may be issued concurrently with the notices under clause 28.01(a).

Dispute Resolution Process

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

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

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

LETTER OF AGREEMENT

CONTRACTING OUT

The City agrees to notify the Union in writing three (3) months in advance of any additional contracting out of work, other than work that is presently contracted out. The City shall set up a meeting with the Union within five (5) working days of delivery of written notification to the Union of its intention to contract out or privatize the work. At that meeting, the City shall identify

the work to be contracted out and the reasons that have led to the decision to recommend the contracting out of the work.

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

No permanent employee with ten (10) years of seniority shall lose his employment as a result of contracting out or privatization. Employees affected as a result of contracting out shall have access to the Redeployment provisions of Article 28 and the Layoff and Recall provisions of Article 29.

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

LETTER OF AGREEMENT

CONTRACTING OUT, EMPLOYMENT SECURITY AND CONTINUOUS IMPROVEMENT

In an effort to address the Union's ongoing concerns regarding the contracting out of bargaining unit work and the issue of employment security, the City agrees to the following:

The City confirms that during the term of this Collective Agreement and any extension by law, there shall be no new contracting out of work of the Local 416 bargaining unit resulting directly or indirectly in the layoff or loss of employment of permanent employees.

In exchange for the above-noted commitment, the parties agree to work together to achieve a culture of continuous improvement, with the following to be the guiding principles:

1. The parties are committed to jointly collaborate to provide better value in the public services the City of Toronto provides. In order to

carry out the above-noted principles, it is agreed that the City and the Union form a Labour Relations Steering Committee composed of:

The Mayor

The President and members of the executive of T.C.E.U. Local 416, CUPE

The City Manager

The Deputy City Managers

The Executive Director of Human Resources

The Director of Employee & Labour Relations and Chief Negotiator

The Steering Committee shall agree to engage in discussions during the term of the Collective Agreement. Such topics for discussion shall include but not be limited to:

- Proper workforce utilization
- Corporate re-deployment to facilitate greater flexibility in the workplace
- The creation of a corporate holding bank for injured workers, funded corporately
- The non-filling of vacancies, City's increased gapping, excessive overtime and systemic inefficiencies
- Improving workplace morale for members
- Equipment related issues to be better able to do the job
- Organization of work
- Management to worker ratios
- The provision of enhanced public services to be delivered by the public sector
- Addressing systemic barriers to improving public services.

The Steering Committee shall meet within sixty (60) days of July 20, 2005 and bi-monthly thereafter. The agenda for these meetings will be determined by the members of the Steering Committee according to those issues of concern of the parties and in conjunction with the principles outlined above. Issues addressed at the Steering Committee may be assigned by the Steering Committee to sub-groups that will be instructed to take appropriate action to carry out work to address those issues.

2. The parties are committed to processes that support continuous improvements in the delivery of public services while ensuring that the City's own employees have employment security.
3. The parties are committed to seeking opportunities for the contracting in of work that is currently contracted out.

The foregoing Letter of Agreement is reflective of City Council policy.

Article 29 – LAYOFF AND RECALL

Layoff and Recall of Temporary Employees

29.01 (a) Subject to Articles 5, 27.01(a) and 27.04, in the event of a staff reduction, temporary employees shall be laid off before permanent employees in the following order:

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

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

LETTER OF AGREEMENT

The parties agree that between July 20, 2005 and December 31, 2005 – the current provisions of clause 29.01 shall continue to apply.

From January 1, 2006, to December 31, 2006, except as otherwise provided in the "Temporary Seasonal Work Opportunities – Article 29, Letter of Agreement", the layoff and recall of temporary employees shall be by seniority and classification on a bargaining unit wide basis and the provisions of clause 29.01(a) shall be amended accordingly.

Effective January 1, 2007, except as otherwise provided in the "Temporary Seasonal Work Opportunities – Article 29, Letter of Agreement", layoff and recall of temporary employees shall be by seniority on a bargaining unit wide basis and the provisions of clause 29.01 (a) shall be amended accordingly.

Layoff of Permanent Employees

29.02 Subject to Articles 5, 27.01(a) and 27.04, in the event of a staff reduction, permanent employees shall be laid off in accordance with the following procedures:

- (a) Permanent employees shall be laid off in reverse order of seniority within the employee's position classification within the Division involved.
- (b) A permanent employee identified for lay-off may either:
 - (i) choose to accept the lay-off, or
 - (ii) bump the least senior temporary or permanent employee, as the case may be, in any classification, provided the employee bumping is capable of performing the work of the classification. An employee who chooses to bump the least senior employee shall advise the City of his intention to do so and the position claimed within three (3) working days of receiving his notice of layoff options unless otherwise agreed to by the parties.

29.03 Any permanent employee who is bumped in accordance with 29.02(b)(ii) above or in accordance with this clause (29.03) shall have the right to either accept the layoff or bump the least senior temporary or permanent employee, as the case may be, in any classification, provided the employee bumping is capable of performing the work of the classification. There will be no limit on the number of bumps, which may be required in order to complete this process.

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

Wage Protection

29.05 (a) A permanent employee who displaces a junior employee and, as a result, is placed in a position for which a lower wage rate is applicable, will continue to receive the rate he was receiving prior to displacing the employee for the thirty (30) month period immediately following the date of his assuming the lower-rated classification. If the permanent employee

is within five (5) years of his mandatory retirement age, the employee will continue to receive his previous rate for up to sixty (60) months.

- 29.05 (b)** In those cases where an increment structure would apply, no further increments applicable to the permanent employee's position shall be granted following his reassignment.
- 29.05 (c)** Following the expiry of the applicable period, the employee will receive the actual rate of his new position. The change in the rate will be effective the first pay period following the expiry of the period of wage protection.
- 29.05 (d)** Where the parties agree that a permanent employee is to be placed in a vacant position without exercising his bumping rights, wage protection in accordance with the provisions of this Article shall apply.

Right To Return To Position

- 29.06** A permanent employee, who has bumped or been bumped, but who has not actually been laid off, shall have the right to return to a position within the classification they held prior to displacement should it become vacant during the twelve (12) month period following their displacement. In the event there is more than one person who wishes to return to this position, seniority shall govern.

Recall of Permanent Employees

- 29.07 (a)** If and when work becomes available, those permanent employees who have been laid off under Article 29 shall, provided that not more than twenty-four (24) months have elapsed from the date they were laid off from work, be recalled to work in order of seniority, provided that they are able to perform the work available.
- 29.07 (b)** Permanent employees shall have the right to refuse a recall to any position classification, except the position classification from which they were initially laid off, for the twenty-four (24) month period identified in clause 29.07 (a).

Notice for Permanent Employees

- 29.08** Prior to actually laying off any permanent employee(s), the Director of Employee and Labour Relations shall provide written notice to

the Union at least thirty (30) calendar days prior to the impending layoff(s) and shall, if so requested, meet with the Union within ten (10) calendar days of such request to discuss such layoff(s).

Employees Rights While on Layoff

- 29.09 (a)** During the period in which a person is on layoff, such person shall not be entitled to the benefits provided under this Agreement, other than the right of recall within the time provided in Article 29 and the right to participate in the job call procedures.
- 29.09 (b)** Notwithstanding the above, benefits for a permanent employee on layoff shall terminate at the end of the month following the month in which the layoff occurred.
- 29.09 (c)** Subject to clause 29.07, an employee who makes application for a job call pursuant to Article 19, either prior to being laid off or after they have been laid off, shall proceed in such job call in accordance with Article 19. It is understood and agreed that such right to apply and/or proceed in such job call shall not extend beyond the period of recall as set out in clauses 29.01(b) and 29.07.
- 29.10** The parties are committed to continuing the practice of hiring students for summer employment and recognize their unique circumstances owing to their attendance at school.

The parties agree that the existing Labourer 3/Students that have been employed by the City prior to December 31, 2004, shall be merged with the Labourer 2 classification effective January 1, 2005, and shall be referred to henceforth as Labourer2/Students for as long as they are full-time students.

Any students hired to perform Labourer 2 duties after January 1, 2005, shall be employed in the classification of Labourer 2 and in addition, shall carry the designation of Student just as those hired prior to December 31, 2004, and shall be covered by clause 29.10 as follows:

- 1.** Labourer 2/Student(s) shall provide written proof to the City, by March 15th of every year, of their current full-time registration at an educational facility.

In addition, Labourer 2/Student(s) shall also provide written notification of their availability for recall and the approximate end date of their availability for work.

2. Should a Labourer 2/Student no longer be registered full-time in an educational facility, he/she shall notify the City and henceforth be deemed a Labourer 2 and will be subject to all of the rights and conditions of employment pursuant to the Collective Agreement.
3. Failure to provide the requisite information specified in paragraphs (1) and (2) above, the Labourer 2/Student will be deemed a Labourer 2 and will be subject to all of the rights, obligations and conditions of employment pursuant to the Collective Agreement. In circumstances where the Labourer 2/Student has not responded by March 15th because he/she has not received the letter from the City of Toronto, with the necessary contact information, the City of Toronto agrees to deal with each such case reasonably and on its individual merits.
4. In February of each year, the City agrees to provide the Labourer 2/Student(s) with a contact name and number, to whom they can send the information outlined in paragraph (1) and (2) above. This information will be provided by way of letter to the last known home address the City has on file. The City will also outline the method in which the Student can send the information and a means of verifying receipt of same.
5. Labourer 2/Student(s) shall be recalled to work in the same manner as all other recalls, except that the Labourer 2/Student's recall will be based on their stated available date of recall as per paragraph (1) above. The Labourer 2/Student(s) shall displace any junior Labourer 2 or Labourer 2/Student that may already be working.
6. (a) Notwithstanding any provisions in the Collective Agreement that may be contrary, Labourer 2/Student(s) who have not accrued the requisite six (6) months of service enabling them to achieve a struck seniority date, shall have their accumulated service determine their order of recall. It is understood that no new Labourer

2 shall be hired if there are Labourer 2(s) or Labourer 2/Student(s) still on layoff and available for recall. The parties agree to meet and discuss any changes to the Collective Agreement, as it relates to service-based seniority and layoff and recall rights pursuant to Articles 27 and 29 and its application under the current Collective Agreement.

- 6. (b)** For the purpose of the Labourer 2/Student Classification only, the parties agree, that layoff and recall shall be based upon the Labourer 2/Student's service and seniority accumulated within the Local 416 bargaining unit only.
- 7.** The Labourer 2/Student shall be granted, if requested, layoff in the last week of August without loss of seniority. A later layoff date may be requested and will be granted subject to available work, in order of their seniority or service pursuant to paragraph (6) above.
- 8.** The Union agrees that no grievance will be filed in the following circumstances:

 - (a)** when seasonal temporary employees are recalled and there are no Labourer 2/Student(s) available due to full-time attendance at school, Labourer 2(s) with less seniority may be recalled;
 - (b)** where a Labourer 2/Student is unavailable at the time of recall and as a consequence, a Labourer 2 or Labourer 2/Student with lower seniority or service is recalled and/or continues to be employed;
 - (c)** when a senior Labourer 2/Student requests, in writing, a layoff and junior Labourer 2/Student(s) or Labourer 2(s) remain employed.
- 9.** It is understood that clause 29.10 does not diminish any Collective Agreement rights other than those provisions that may be affected by clause 29.10.
- 10.** The parties recognize the need for the expeditious resolution of disputes that may arise under clause 29.10. In this regard, both parties will make every effort to resolve any dispute arising

ing from the interpretation or implementation of clause 29.10 as quickly as possible. Should a resolution not be reached, the Union or the City may process the matter directly to mediation or arbitration in accordance with the terms of the Collective Agreement and both parties will make every effort to expedite the arbitration process.

LETTER OF AGREEMENT

TEMPORARY SEASONAL WORK OPPORTUNITIES

– Extended Periods of Work

Principles:

In an effort to address the Union's issues and concerns with respect to Temporary Seasonal Employees, the City and Local 416 are committed to the development of a seasonal work selection process that provides choice for employees based on their seniority while ensuring that the City is able to meet its operational service level requirements.

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

Goals:

The City and Local 416 are committed to respecting seniority and to the following goals:

1. Providing choices for temporary work opportunities;
2. Identifying opportunities for permanent work of 10 months or more within Parks, Forestry & Recreation;
3. Identifying opportunities for extended temporary work across divisions and classifications.

In this regard, within thirty (30) days following July 20, 2005, the parties agree to establish a Joint Committee to implement this Letter of Agreement.

The Joint Committee will comprise four (4) members from the City and four (4) members from the Union. Time spent during an employee's regular working hours on the Committee shall be without loss of pay, benefits, seniority or service.

1. Temporary Seasonal Work Selection

This process shall replace the Lay-off and Recall provisions of the Collective Agreement only for temporary employees performing Seasonal Work, effective January 1, 2007.

The parties will jointly develop and implement the process for employee selection of temporary seasonal work opportunities. Employees will be eligible to choose jobs in order of seniority, provided that he/she has the ability/qualifications to perform the work available in the classification chosen.

Skills Inventory:

- (1) The parties will jointly establish a skills inventory for temporary employees by gathering information from employees about their skills, abilities and qualifications for various temporary jobs, as identified by the Committee.
- (2) The skills/abilities and qualifications of employees will be confirmed prior to the commencement of the selection process.

Selection Process:

- (1) All known temporary seasonal work opportunities will be identified annually by the City. Prior to the commencement of employees selecting their work, these opportunities will be forwarded to the Union for review in mid-January. The Joint Committee will discuss amendments during the month of February and prepare for the Seasonal Work Selection by the beginning of March.

Should additional temporary seasonal work opportunities be identified after the work selection process has commenced, the additional work will be referred to the Joint Committee to determine how the position(s) will be filled.

- (2) Information provided to employees will include:
 - Division (e.g., Parks Forestry & Recreation, Solid Waste Management, Toronto Water, Transportation);
 - section;
 - work reporting location;
 - hours of work;
 - classification;
 - hourly wage of the classification and

- duration of the work opportunity (plus or minus two (2) weeks in total at either end of the work opportunity depending on operational need)
- (3) Prior to his/her selection day, an employee will review the work opportunities and classifications and will make his/her selection prior to the start of the season. An employee will make his selection in order of seniority, provided that he/she must have the ability/qualifications to perform the work available in the classification chosen.
 - (4) In the event that an employee declines to make a selection, he shall remain on lay-off, and retain his lay-off and recall rights pursuant to the Collective Agreement.

Lay-off:

- (1) An employee performing seasonal work will be laid off on completion of their seasonal work opportunity.
- (2) The senior temporary seasonal employee who possesses the ability/qualifications to perform the work, may exercise his seniority to bump a junior non-seasonal temporary employee when the remaining portion of the non-seasonal temporary work is of one (1) month's duration or greater from the end of the seasonal employee's work opportunity.
- (3) Should such senior employee decline the non-seasonal temporary work, he shall be laid off and the work shall be offered to the next most senior temporary seasonal employee in the same manner as above.
- (4) If a temporary seasonal employee bumps in the manner described above, he shall retain his status as a seasonal temporary employee.

Application of Superior Duty Opportunities:

Employees use their seniority to select their job at the beginning of the season in accordance with the Temporary Seasonal Work Selection Process and shall remain in the position he/she has selected for the full term of the job except as follows:

- (1) Employees shall have the right to apply for and, if successful, be awarded all permanent jobs posted in accordance with Article 19;

- (2) Employees shall have the right to superior duty opportunities only as outlined in the process below:

Where temporary vacancies of a non-seasonal nature as defined in Article 23 of the Collective Agreement are to be filled, such positions shall be offered to employees in the following order:

- (1) To the senior qualified employee not currently in a seasonal work position within the section at the work location;
- (2) To the senior qualified employee not currently in a seasonal work position within the section in the District;
- (3) To the senior qualified employee on lay-off;
- (4) To the senior qualified temporary employee currently in a seasonal work position within the work location;

NOTE: If the temporary vacancy is anticipated to be six (6) weeks or less in duration, item 4 above, shall precede item 3.

- (5) In the event that the superior duty work opportunity is not filled in accordance with items 1 through 4, the City shall post the position on a bargaining unit wide basis. Employees already confirmed in a temporary seasonal work position at the time of the posting will not be eligible to apply, save and except in cases where the employee is in the last two (2) weeks of their temporary seasonal work term. The parties will meet to develop a process for the filling of such positions. The City shall have the ability to run an external posting in conjunction with this process with the understanding that qualified Local 416 internal applicant(s) shall have first claim to the job(s).

Interim Temporary Seasonal Work Selection Process

It is agreed that the Temporary Seasonal Work Selection process will be implemented no later than January 1, 2007. Until such time as this process is implemented, the layoff and recall provisions of the Collective Agreement which expired December 31, 2004 shall apply, until December 31, 2005. Effective January 1, 2006, the following process will apply:

Temporary employees within the City shall select their temporary seasonal work opportunities within their classification, in order of seniority, provided that they must have the required licence or certification to perform the work.

Selection Process:

Information provided to employees will include:

- Division;
- Section;
- Work reporting location;
- Classification;
- Hourly wage;
- Hours of work;
- Duration of the work opportunity (plus or minus two (2) weeks in total at either end of the work opportunity depending on operational need)

Prior to their selection day, employees will review the work opportunities and will make their selection prior to the start of the season. Such employees will be eligible to choose their work opportunities in seniority order.

In the event that an employee declines to make a selection, he shall remain on layoff and retain his layoff and recall rights pursuant to the Collective Agreement.

Layoff:

- (1) An employee performing seasonal work will be laid off on completion of their seasonal work opportunity.
- (2) The senior temporary seasonal employee who possesses the ability/qualifications to perform the work, may exercise his seniority to bump a junior non-seasonal temporary employee when the remaining portion of the non-seasonal temporary work is of one (1) month's duration or greater from the end of the seasonal employee's work opportunity.
- (3) Should such senior employee decline the non-seasonal temporary work, he shall be laid off and the work shall be offered to the next most senior temporary seasonal employee in the same manner as above.
- (4) If a temporary seasonal employee bumps in the manner described above, he shall retain his status as a seasonal temporary employee.
- (5a) Effective the date of the first seasonal layoff of 2006 (Fall), non-seasonal temporary employees who are to be laid off shall have the right to bump junior non-seasonal temporary employees in any

classification in the bargaining unit provided that they have the ability/qualifications to do the work and the position is expected to last one (1) month or more. It is understood that this right shall not extend to the bumping of employees in work opportunities filled through the temporary seasonal selection process.

- (5b)** The City agrees to provide the Union with all information on the bumping of non-seasonal temporary employees by seasonal temporary employees and non-seasonal temporary employees.

2. Permanent Work of 10 months or more within Parks, Forestry and Recreation

The City will identify permanent opportunities within Parks, Forestry and Recreation totalling 10 months or more in duration. Should such opportunities be found, and upon mutual agreement of the parties, such opportunities may be filled.

Where such a position is identified, a period of shutdown based on the requirements of the operations will be confirmed. The City will endeavour to find alternative work for an employee during this period. In the event no work is identified, vacation/lieu time or authorized leaves of absence will be taken during said period. It is agreed that there shall be no loss of service or seniority during such periods of leave. Pension contribution options to be provided to employees in a no pay status shall be agreed to by the Joint Committee. Such positions will be defined as permanent for all purposes. In the event that a position combines different classifications the applicable rate of pay for each classification will apply.

The parties will agree on the process for the filling of such positions, e.g., through posting, work selection, etc.

It is agreed that the process to identify these permanent opportunities will commence no later than January 1, 2006. Such positions will be identified no later than May 1, 2006, and the parties will meet to determine the process for filling said positions. Should the May 1st date not be tenable the City will advise the Union and the parties will meet to determine a new date. In the event that part or all of an identified position has been filled through the work selection process in spring 2006, it is agreed that the process to permanently fill the position will not commence until after the term of the temporary job has ended.

Notwithstanding the foregoing, the City will undertake to review and analyze the temporary seasonal work within other Divisions to determine if similar opportunities for permanent work exist which normally last 10 months or more. Should such opportunities be found, and upon mutual agreement of the parties, such opportunities may be filled.

3. Extended Temporary Work Across Divisions (Hybrid)

The City will review and analyze the temporary seasonal work opportunities across Divisions to identify extended temporary work opportunities. The City will then consult with the Union in efforts to obtain meaningful input on the identified opportunities.

Should such opportunities be found, and upon mutual agreement of the parties, such opportunities may be filled. The parties will agree on the process for the filling of such positions, e.g., through posting, work selection, etc.

It is agreed that the process to identify these extended work assignments will commence no later than January 1, 2006.

NOTE: In the event of a dispute with respect to the interpretation, application or administration of this Letter of Agreement, it shall be subject to the grievance and arbitration provisions of the Collective Agreement.

Article 30 – WORKPLACE SAFETY AND INSURANCE BENEFITS

30.01 Where in an action arising out of an accident to an employee of the City coming within the 416 Bargaining Unit, the City recovers from a third person as a result of such accident a larger amount, exclusive of costs, than the amount paid to or on behalf of such employee including the costs of the services of the Solicitor for the City, the surplus amount shall be allocated to the employee or his dependants by the City in accordance with the requirements of the Workplace Safety and Insurance Act.

30.02 Where an employee who is injured in circumstances in which he may be entitled to compensation under the Workplace Safety and Insurance Act, elects to claim against a third person, he shall, as a condition of receiving Sick Pay, Short Term Wage Protection Benefits or Short Term Disability Benefits, agree to provide in writing an undertaking to reimburse the City out of the proceeds of any settlement or judgement, exclusive of costs, upon such claim, the

amount of money equivalent to the value of such Sick Pay, Short Term Wage Protection Benefits, Short Term Disability Benefits and Workplace Safety and Insurance Board Benefits as the case may be, and upon his having made such reimbursement, his accumulated Sick Pay, Short Term Wage Protection Plan, or Short Term Disability Plan as the case may be shall be restored accordingly.

- 30.03 (a)** Where an employee who is injured on duty with the City in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, and who has made a claim to the Workplace Safety and Insurance Board in accordance with the Workplace Safety and Insurance Act, shall, provided he has qualified for Sick Pay, or Short Term Wage Protection Benefits or Short Term Disability Benefits in accordance with Article 14, be paid an amount equal to his full net pay while the employee is off work and until such time as a ruling has been made by the Workplace Safety and Insurance Board.

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

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

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

- 30.05** If the employee is unable to return to work after a claim is approved, he shall receive:

- (1) the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board;
- (2) for those who qualify for Sick Pay, Short Term Wage Protection Benefits or Short Term Disability Benefits, in accordance with Article 14 (Sick Pay), receive the remainder of the net pay amount from the City. From the portion the employee is receiving from the City the following deductions shall be made:
 - (i) the employee's pension contribution;
 - (ii) if applicable, the employee's Optional Life Insurance premiums;
 - (iii) and any further deductions required by law.

If an employee continues on WSIB after the first day of the fifth month following the date of disability, the employee shall select one of the following Pension options:

Option A – Continue enrolment in OMERS as if the employee was at work and make the necessary Pension contributions from the remaining amount paid to the employee by the City. (NOTE: This will leave a net balance approximately equal to an employee's normal take home pay, and the employee's pension will be the same as if the employee had been actively at work throughout the period.)

Option B – Select the OMERS disability waiver of contributions and therefore the City and the employee shall not make OMERS contributions on the employee's behalf. (NOTE: this may increase the employee's take home pay. However, for pension calculation purposes, the deemed waiver earnings and the year's maximum pensionable earnings (YMPE) are indexed like the OMERS pensions. The annual increases to the deemed earnings may not match the negotiated increases received.)

No deductions will be made from the sick bank of an employee who received payments under clauses 30.03 (a) and 30.05.

30.06 An employee in receipt of a loss of earnings benefit in accordance with section 43 of the Workplace Safety and Insurance Act who is

not on layoff shall be considered to be an employee on the active payroll and;

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

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

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

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

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

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

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

- 30.10** The Short Term Wage Protection Benefit Plan and the Short Term Disability Benefit Plan referred to in this Article are in reference to existing sick pay plans for the former City of Etobicoke and City of York employees respectively as set out in Schedule Three (3) and Four (4) of this Agreement.
- 30.11** Where an employee sustains a workplace injury, the employee is entitled to make the initial choice of health professional for the purpose of obtaining necessary and appropriate health care. Notwithstanding this entitlement, the parties recognize that the injury may require immediate health care from the first available health professional.
- 30.12** Where an employee is requested to meet with a representative of the City with respect to an illness or injury, the employee shall be advised they may be accompanied by a representative of the Union.

LETTER OF AGREEMENT

'GRANDPARENTING' OMERS DISABILITY PREMIUM WAIVER

The City and Local 416 agree that, notwithstanding language changes in the Collective Agreement effective January 1, 2005, the following terms shall apply to those employees who have been or are currently in receipt of an OMERS disability waiver of premium benefit as of July 20, 2005:

- 1.** 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;
- 2.** If the employee is unable to return to work after a claim is approved, he shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board and for those who qualify for Sick Pay, Short Term Wage Protection Benefits or Short Term Disability Benefits, in accordance with Article 14 (Sick Pay), receive the remainder of the net pay amount from the City. From the portion the employee is

receiving from the City, the following deductions shall be made: the employee's Pension contributions and if applicable, the employee's Optional Life Insurance premiums and any further deductions required by law. When a waiver of pension contributions is in effect, the portion of the net pay amount the employee is receiving from the City shall be reduced proportionately. No deductions will be made from the sick bank of an employee who received payments under clauses 30.03 (a) and 30.05 (Note: This will leave a net balance approximately equal to an employee's normal take home pay.)

LETTER OF AGREEMENT

THIRD PARTY ASSESSMENT FACILITIES

Within thirty (30) days of July 20, 2005, the City agrees to establish a Joint Committee, comprising three (3) representatives from the City and three (3) representatives from the Union, to discuss and develop protocols for the referral of employees to third party medical/functional assessments by the employer.

Prior to the renewal of any existing contracts with providers of third party assessments, the Joint Committee will review, assess and make recommendations with respect to the renewal of the contract(s) or selection of alternate provider(s).

Article 31 – NO STRIKE OR LOCKOUT

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

Article 32 – PROTECTIVE CLOTHING, PROTECTIVE EQUIPMENT AND WEARING APPAREL

32.01 The parties agree to apply the provisions of the Protective Clothing, Protective Equipment and Wearing Apparel Policy as included in the Collective Agreement, as amended from time to time by mutual agreement.

It is agreed and understood that the interpretation, application and implementation of this policy shall be subject to the grievance and arbitration provisions.

- 32.02** Safety equipment and safety attire will be supplied to all employees who are required to perform duties where hazards exist. Where the City provides safety equipment, safety clothing or working attire, it must be worn by the employee, provided, however, that it is recognized that there may be occasions during an employee's working hours when the wearing of such equipment, clothing or attire is unnecessary to the employee's safety or well-being.
- 32.03** The current policies and Collective Agreement provisions with respect to protective clothing and wearing apparel will continue to apply until the new policy is implemented.

32.04 Local 416 Protective Equipment, Protective Clothing and Wearing Apparel Policy

Purpose Statement

This policy, jointly developed by Local 416 and the City of Toronto through the Protective Clothing and Wearing Apparel Committee, applies to the use, provision, acquisition, maintenance and replacement of personal protective equipment (PPE), protective work clothing and other wearing apparel for Local 416 employees. The policy applies to all City divisions with Local 416 employees.

It is agreed that the City of Toronto will provide employees with personal protective equipment (PPE) as prescribed by the hazards of the job or workplace. In addition, the City will provide protective work clothing and other wearing apparel where required by job demands and as outlined in this policy.

It is agreed that employees who are issued PPE and/or protective work clothing will use and/or wear this PPE and/or protective work clothing at all times when it is needed for their protection or by regulation. They are responsible for complying with the division's PPE and protective clothing requirements, properly maintaining PPE and reporting any defective PPE.

Notwithstanding the provisions outlined in this policy, the Union and the City reserve the right to address any additional PPE, protective clothing or wearing apparel issues that may arise during the term of the Collective Agreement.

32.04 (a) Personal Protective Equipment and Protective Clothing

Definitions

Personal protective equipment (PPE) is defined as equipment or devices worn or used to control exposure to hazardous substances or conditions or to prevent accidental injuries or serious harm to employees working in hazardous or potentially hazardous conditions or areas. PPE includes, but is not limited to head protection, hearing protection, eye and face protection, body protection, hand protection, foot protection, respiratory protection and fall protection.

Protective work clothing is attire worn over or in place of regular clothing to protect the employee from hazards. Protective work clothing may include, but not be limited to coveralls, overalls, aprons, laboratory coats, rainwear, high-visibility clothing and, in some cases, shirts and pants, where such clothing is either high-visibility, ballistic and/or fire-retardant.

Conditions

- The parties recognize that aspects of this policy are governed by legislation and the parties are committed to compliance with all applicable legislation.
- PPE will be utilized when hazards cannot feasibly be controlled or eliminated by other means.
- PPE will be properly fitted to the user and instruction on the use, care, maintenance and limitations of the PPE will be provided.
- Defective or damaged PPE shall not be used.
- PPE and protective clothing that has been worn next to the skin by employees shall be cleaned and disinfected before it is re-issued to other employees.
- Before any PPE is used by employees, employees will be made aware of the reasons for using the PPE and how to properly use and maintain it.
- Replacement of PPE and protective clothing will be conducted on an "as required" basis, based on its condition and/or manufacturers' instructions.
- PPE and protective clothing will be in conformance with legislated requirements and the most recent version of the applicable industry standards, e.g. CSA, ANSI.

- It is understood that protective devices of a non-personal nature are needed for the performance of certain tasks (e.g., Animal Services' snare sticks, Toronto Water gas monitors, Parks Forestry and Recreation floatation devices). Such equipment can be shared, provided that it is readily available for use, when required, and employees are adequately trained in its use and limitations.
- Seasonal employees will be provided with PPE and protective clothing, as required by the nature of the work to be performed and appropriate to the season to be worked.
- Prescription safety eyewear from vendors located off City worksites will be acquired on the employee's own time.
- The City agrees to maintain the existing or equivalent boot truck service at City worksites, with employees having the same procurement rights as now exist. Where, because of special size or fitting requirements, or lack of boot truck service, employees cannot obtain safety boots from a boot truck, they shall be given a maximum of one hour of City-paid time to purchase safety boots from City-contracted vendor's stores.

Responsibilities

Divisions will:

- in consultation with joint health and safety committees (JHSC), introduce, to the extent feasible, engineering and/or administrative hazard control measures to minimize the need for PPE. Such control measures may include:
 - eliminating the hazard from the workplace
 - substituting or replacing a hazard or hazardous work practice with a less hazardous one
 - isolating/separating the hazard or hazardous work practice from workers, or
 - modifying tools or equipment, providing guarding, barriers or ventilation
- in consultation with joint health and safety committees, determine the need for PPE and protective clothing based on job hazards, and provide such equipment and/or clothing to employees
- ensure consistent practices are applied across their divisions

- when purchasing protective clothing, consider actual and potential hazards of the job, including traffic, electricity, cold, heat, fire, UV radiation, biological hazards and the West Nile Virus. If conflicts arise between design criteria to address multiple hazards, select on the basis of the most significant hazard
- ensure that written procedures are in place to administer the selection, use and maintenance of PPE and protective clothing
- train employees in the requirements for and proper use, care, and maintenance of PPE
- maintain a record of the PPE issued to employees and the training of those employees in the use of that PPE
- establish an inspection program for PPE when required by legislation and/or industry standards
- whenever possible, co-ordinate purchases of PPE and protective clothing through Purchasing and Materials Management, to facilitate consistency in PPE selection across divisions and cost-effective provision of needed PPE to employees
- not permit alterations of PPE without permission from the manufacturer
- On or before November 1st, 2004, employees will be provided with thermal coveralls and parkas as set out below. Those employees who are currently entitled to bomber jackets instead of parkas will have the right to replace such bomber jackets, unless it remains in serviceable condition.
- On or before April 1st, 2005, employees will be provided with initial entitlement of all other items of protective clothing, as set out in this policy.
- Initial entitlement will be pro-rated to recognize items already issued in the one-year period immediately preceding the date of issue.
- Annual entitlement, where applicable, will commence on or before April 1st, 2006, for spring and summer protective clothing, and on or before November 1st, 2006, for fall and winter protective clothing, except as indicated above.

Purchasing and Materials Management will:

- where appropriate, specify in purchasing documents that PPE and protective clothing must comply with the relevant Canadian Standards Association standard or, in the absence of a CSA standard, an equivalent standard
- require any organization supplying PPE to the City to state in writing that such PPE complies with the relevant identified standard or equivalent
- consider ergonomic principles and usability in the specification and selection of PPE

Employees who are issued PPE and/or protective clothing will:

- use and/or wear this PPE and/or protective clothing at all times when required for their protection
- care for and maintain PPE and/or protective clothing as advised by their divisions
- report defective PPE and/or protective clothing to their supervisors
- not alter the integrity of PPE or protective clothing
- When PPE and/or protective clothing or footwear is replaced on an “as required” basis, the employee must return the item being replaced for inspection. Retention may be required in some circumstances, e.g., if defective equipment or clothing is to be returned to the supplier, if clothing is part of a uniform worn by an enforcement officer, or if PPE has expired and is no longer safe to be used.

Occupational health and safety staff, in consultation with the JHSC, will:

- assist divisions by advising on required PPE and/or protective clothing for job duties
- assist divisions to ensure that PPE and/or protective clothing is in conformance with regulatory requirements and/or accepted industry standards

Specific Requirements*Head protection*

- Head protection will be provided to employees where the hazard of head injury exists.

- Damaged hardhat shells or inner cradles must be promptly replaced.
- Even in the absence of visible damage and deterioration, hardhat shells and inner cradles should be replaced at the frequency outlined in the manufacturer's instructions.
- Winter hardhat liners will be provided to employees who are required to wear hardhats and who work outdoors in winter.
- Management is prepared to consider hard hats with wide brims but will provide information to the Wearing Apparel Committee on the following concerns for further discussion:
 - whether wide brims result in significantly greater weight,
 - whether their advantages exceed their disadvantages, from a health and safety perspective,
 - whether they can accommodate all currently-issued personal protective equipment.It is agreed that, if selected, they will only be issued when hard hats are next needed.

Hearing protection

- Appropriate hearing protection will be provided to all employees whose daily noise exposure exceeds an eight-hour time-weighted average of 85 dB(A) and employees will be required to use provided hearing protective devices.

Eye protection

- Employees who are at risk of eye injury will be provided with and required to wear eye protection devices appropriate to the hazard, e.g., goggles, face shields, visors or approved safety glasses.
- Operations that may place employees at risk of eye injury include, but are not limited to:
 - Handling hazardous materials or chemicals
 - Breaking into lines or equipment which contain, or have contained, hazardous materials or chemicals
 - Welding, burning, cutting, chipping, grinding, woodworking, sawing, etc.

- Operating explosive actuated tools, hand-held nailing guns or other power tools
- Operating chain saws or grass cutting equipment
- Working on live electrical installations.
- Contact lenses must not be worn in any area or for any job involving chemical eye irritants.
- If safety eyewear is routinely needed in the performance of the job and the employee requires prescription eyewear, prescription safety eyewear will be provided.
- All impact-protective safety glasses must have appropriate side shields.
- The City shall provide UV protected eyewear to employees whose work is normally performed outdoors during daylight hours. The eyewear selected must not unduly alter visual perception. If the employee requires prescription eyewear, prescription UV protected eyewear will be provided, upon request.
- For employees with a concurrent need for safety eyewear and UV-protection, safety eyewear that offers UV protection will be provided.
- Prescription safety eyewear will be replaced every 24 months, if required.
- It is understood and agreed that this provision does not form part of an employee's extended health benefits for vision care.
- Prescription eyewear will not be provided to short-term seasonal employees. Rather, the safety hazards will be addressed as follows: 1. Impact protection will be addressed by the provision of goggles to be worn over the worker's own glasses, and 2. UV protection will be addressed by the provision of clip-ons to be worn over the worker's own glasses.

Rainwear

- The City shall provide appropriate rainwear for those employees required to work in inclement weather or required to maintain tanks and reservoirs.
- Rainwear worn in the road allowance must provide the needed visibility to comply with legislative requirements or must be worn in conjunction with a safety vest.

- This rainwear will be replaced, as required, based upon its condition.

(NOTE: Within 90 days following the date of finalization of this policy, the City will consult with the Union regarding the types of rainwear, including the ability to combine rainwear with spring/fall wear, where appropriate.)

Coverall/bib overalls

- The City shall provide coveralls or bib overalls, as required, based on job function.
- In certain cases, as specified, one coverall/overall may be selected by the employee to replace the issue of one shirt/pant combination.
- The parties agree that the following groups of employees will be provided with one thermal winter coverall/overall when the risk of cold stress exists:
 - Toronto Water – District Operations (including, but not limited to, Water valve crews and construction crews)
 - Toronto Water – Sewage Treatment Plants
 - Parks, Forestry & Recreation –(including, but not limited to, construction crews and outside arena employees)
 - Solid Waste Management – Transfer Station employees and employees who operate Littervacs in winter months
 - Transportation Services – Traffic sign and traffic patrol crews, snow removal operations.

Such thermal winter coveralls/overalls will be replaced as required or after three years, unless they remain in serviceable condition.

Hand protection

- Protective gloves appropriate to the hazard will be provided by the City and worn by employees where hands are exposed to:
 - hazards which can result in abrasion or cuts,
 - chemicals (corrosives, solvents, toxic)
 - biological/pathogenic hazards
 - hot or cold liquids or objects
 - physical hazards
 - electrical hazards
 - vibration

- cold weather conditions
- animal bites
- Animal handling restraint gloves (non-personal issue) will be made available on vehicles to Animal Services employees. (NOTE: Liner gloves are available to ensure adequate hygiene)

Respiratory protection

- Respiratory protection will be provided by the City and worn by employees when exposure to harmful dusts, fumes, mists, vapours, gases, biological agents or other inhalation hazards warrant its use.
- Any respirator provided to a worker for his/her protection must be appropriately fitted.
- Procedures will be developed for cleaning, maintaining and storage of respirators.

Foot protection

- Protective footwear appropriate to the nature of the hazard and the demands of the job will be provided where foot hazards exist.
- Protective footwear entitlement will be determined using the “Safety Footwear Needs Analysis” form. The Safety Footwear Needs Analysis program will be reviewed after one (1) year of implementation.
- Protective footwear will be replaced as required.

Fall protection and retrieval

- A fall protection and retrieval system (travel restraint system, fall restraining system, fall arrest system and/or safety net, as appropriate) will be provided to employees who are exposed to the hazard of falling from heights, as specified in occupational health and safety legislation.
- All safety lines, belts or harnesses that have been involved in an actual fall will be immediately replaced.
- Employees who are required to use a fall protection system must be given oral and written instructions in its use, and a record of such training and instruction must be maintained.
- Employees will inspect equipment prior to use, in accordance with legislative requirements.

Sun and Heat Protection

- The City shall provide ultra-violet (UV) sunscreen cream to those employees who are required to work outdoors.

First Aid Kits

- First Aid Kits shall be provided by the City on vehicles and at work locations in accordance at least with legislative requirements in force on the date this policy comes into effect.

Chainsaw chaps

- For those employees required to use chain saws, the City shall provide ballistic pants or chaps.

Personal Flotation Devices

- Personal flotation devices will be made available for use by all employees whose work environment involves working around bodies of water, pools, ponds etc.

Insect Repellent

- Workers whose job duties place them at risk of insect bites will be provided with the necessary information to make an informed decision on the personal, voluntary use of insect repellent. Insect repellent will be provided to those employees who choose to use it.

High-visibility Clothing

- Depending on the circumstances, either a safety vest or high visibility clothing will be provided to employees who are likely to be endangered by vehicular traffic.
- Where clothing or wearing apparel is provided and where an employee is likely to be endangered by vehicular traffic, the clothing that is provided and worn by employees will be high visibility clothing.

Laundering of Protective Clothing

- Laundering of protective clothing will be provided in jobs where work routinely exposes employees to hazardous materials (e.g., sewage, garbage).
- Laundering of clothing will be provided for all employees in Animal Services and those employees in Transportation Services who handle deceased animals.

- Where laundering of protective clothing or wearing apparel is provided through a laundering and clothing rental contract, such clothing will be replaced as required and there will be no annual issue.
- The parties agree that laundering practices will be monitored and reviewed on or before April 1st, 2006.

Other protective clothing items

- Aprons, lab coats, shop coats, hip waders, etc. will be provided where hazards exist or when job demands require.
- A supply of evacuation suits will be available in Animal Services shelters.
- Fire-retardant protective clothing will be provided where hazards exist, e.g., welders.

Specific Divisional Entitlement to Protective Clothing

- The following clothing entitlement is considered “protective clothing” because the hazards associated with the work performed require clothing with protective features.
- All parkas, bomber jackets, linesman’s coats and spring/fall jackets will be replaced as required or after three years, unless such item of clothing remains in serviceable condition.

Solid Waste Management Services

- 1 high visibility winter parka or bomber style winter jacket, at the employee’s choice.
- 1 high visibility linesman’s coat (for use during spring and fall).
- The City will make provisions for the laundering of shirts, pants and coveralls. According to the type of laundry service provided, a sufficient number of clothing items will be provided to ensure that the following laundered wearing apparel is available on a weekly basis:
- 4 short sleeve T-shirts or long-sleeved T-shirts or button shirts in highly visible fabric with reflective striping (5 for workers who work 5-day weeks). Note: Due to the effect of industrial laundering on T-shirts, laundering of T-shirts will not be provided.
- 4 pairs of pants with reflective striping (5 for workers who work 5-day weeks)

- high-visibility coveralls may be selected by the employee to replace shirt/pant combinations

Transportation Services – Road Operations

- 5 high visibility short-sleeved or long-sleeved T-shirts or button shirts, at the employee's choice, initially; 3 annually thereafter.
- 2 high visibility sweatshirts may be substituted for 2 T-shirts or button shirts, initially; 1 annually thereafter.
- 4 pairs of pants with reflective striping, initially; 2 annually thereafter.
- High visibility coveralls/overalls may be selected by the employee to replace shirt/pant combinations.
- 1 high visibility parka or bomber style winter jacket, at the employee's choice.
- 1 high visibility linesman's coat.

Toronto Water – District Operations (staff who work in the road allowance)

- 1 high visibility linesman's coat (for use during spring and fall).
- 1 high visibility parka or bomber style winter jacket, at the employee's choice.
- Laundered wearing apparel will be made available on a weekly basis as follows:
- 5 high visibility short-sleeved or long sleeved T-shirts or button shirts, at the employee's choice. Note: Due to the effect of industrial laundering on T-shirts, laundering of T-shirts will not be provided.
- 2 high visibility sweatshirts may be substituted for 2 T-shirts or button shirts, initially; 1 annually thereafter.
- 4 pairs of pants with reflective striping.
- High-visibility coveralls/overalls may be selected by the employee to replace shirt/pant combinations.

Toronto Water – Wastewater Treatment

- 1 parka or bomber style winter jacket, at the employee's choice, will be provided to employees who are required to work outdoors.
- Laundered wearing apparel will be made available on a weekly basis as follows:

- 5 long-sleeved cotton shirts
- 5 pairs of pants
- Coveralls/overalls may be selected by the employee to replace shirt/pant combinations
- Sweatshirts may be selected by the employee to replace long-sleeved shirts, provided the sweatshirts do not pose a health and safety risk, e.g., due to their loose-fitting nature or the presence of strings.

Fleet Services

- Laundered coveralls/overalls or laundered shirt/pant combinations, sufficient for daily use, will be provided.
- For those employees who choose coveralls/overalls:
 - 2 short-sleeved or long-sleeved T-shirts or button shirts (non-laundered), at the employee's choice, annually.
 - 2 pairs of pants (non-laundered) annually.
- 1 high-visibility parka or bomber style winter jacket, at the employee's choice.

Parks, Forestry and Recreation – Forestry Non-Climbing Staff

- 5 long-sleeved T-shirts (high visibility, non fire-retardant), initially; 3 annually thereafter.
- 1 short-sleeved T-shirt (high visibility, non fire-retardant) may be substituted for 1 long-sleeved T-shirt, provided Forestry – Non-Climbing Staff are always prepared to perform required duties by having a long-sleeved T-shirt immediately available.
- 2 sweatshirts (high visibility, non fire-retardant) may be substituted for 2 long-sleeved T-shirts (high visibility, non fire-retardant), initially; 1 annually thereafter.
- 4 pairs of pants with reflective striping, initially; 2 annually thereafter.
- 1 high visibility parka or bomber style winter jacket, at the employee's choice.
- 1 high visibility linesman style jacket (non fire-retardant).

Parks, Forestry and Recreation – Forestry Climbing Staff

- 5 long sleeved T-shirts (high visibility, fire-retardant), initially; 3 annually thereafter
- 1 short-sleeved T-shirt (high visibility, fire-retardant) may be substituted for 1 long-sleeved T-shirt, provided Forestry

- Climbing Staff are always prepared to perform required duties by having a long-sleeved T-shirt immediately available.
- 2 sweatshirts (high visibility, fire-retardant) may be substituted for 2 long-sleeved T-shirts (high visibility, fire-retardant), initially; 1 annually thereafter.
- 4 pairs of ballistic forestry pants (cotton, fire-retardant, high visibility), initially; replaced as required.
- 1 pair of pants with reflective striping may be substituted for 1 pair of ballistic forestry pants, provided Forestry – Climbing Staff are always prepared to perform climbing duties by having ballistic forestry pants immediately available.
- 1 high visibility, fire-retardant parka or bomber style winter jacket, at the employee's choice.
- 1 high visibility linesman style jacket (fire retardant)

Parks, Forestry and Recreation – Technical Services

For those employees whose job duties may require contact with high voltage or open flame (e.g., electricians, plumbers, welders, refrigeration mechanics, playground maintenance staff and irrigation technicians):

- 5 fire-retardant long-sleeved T-shirts initially; 3 annually thereafter.
- Fire-retardant sweatshirts may be selected by the employee to replace long-sleeved T-shirts.
- 4 pairs of pants, fire-retardant with reflective striping, initially; 2 annually thereafter.
- Fire-retardant coveralls/overalls may also be selected by the employee to replace either shirt/pant combinations or pants.
- 1 fire-retardant parka or bomber style winter jacket, at the employee's choice.
- 1 fire-retardant spring/fall jacket as required, – the parties agree to discuss as a component of rainwear.

For those employees who work consistently in the road allowance or in the vicinity of heavy equipment operation, this clothing will be high visibility.

32.04 (b) **Wearing Apparel**

Definition

Wearing apparel will take one of two forms:

- a uniform to ensure a professional appearance or to provide ready visual identification in order to protect the safety and security of the employee, clients, and/or the public;
- non-uniform, non-mandatory clothing provided to reduce wear and tear on the employee's own clothing.

Conditions

- Individual Divisions will provide wearing apparel, as outlined below. In each case, the wearing apparel is identified either as uniform or non-uniform wearing apparel.
- Subject to the provisions of clause 32.02 of the Collective Agreement, issued wearing apparel classified as "uniform" must be worn by the employee while at work.
- Non-uniform wearing apparel intended to protect the employee's own clothing from abnormal wear and tear will be provided by the City only to those employees who choose to wear it regularly while at work.
- On or before November 1st, 2004, employees will be provided with parkas, as set out below. Those employees who are currently entitled to bomber jackets instead of parkas will have the right to replace such bomber jacket, unless it remains in serviceable condition.
- On or before November 1st, 2004, the City will make reasonable efforts to provide two shirts and two pairs of pants to those employees who are not currently entitled to any wearing apparel, but who will become so entitled as set out below.
- On or before April 1st, 2005, employees will be provided with initial entitlement of all other items of wearing apparel, as set out in this policy.
- Initial entitlement will be pro-rated to recognize items already issued in the one-year period immediately preceding the date of issue.
- Annual entitlement, where applicable, will commence on or before April 1st, 2006, for spring and summer wearing

apparel, and on or before November 1st, 2006, for fall and winter wearing apparel, except as indicated above.

- All parkas, bomber jackets, linesman coats and spring/fall jackets will be replaced as required or after three years, unless such item of clothing remains in serviceable condition. All other articles of wearing apparel will be replaced as required, except where an annual entitlement is provided.
- Wearing apparel, with the exception of sizing modifications, must not be altered and must be kept reasonably clean and neat in appearance.
- Seasonal employees will be provided with wearing apparel as required by the nature of the work to be performed and appropriate to the season(s) and/or weather conditions to be worked.

Corporate Services – City Clerk’s – Courier Drivers:

- 5 shirts (golf shirts, long or short sleeved, at the employee’s choice) initially, 3 annually thereafter. UNIFORM.
- 4 pants initially, 2 annually. NON-UNIFORM
- 1 parka or bomber style winter jacket, at the employee’s choice. UNIFORM.
- 1 spring/fall jacket. UNIFORM

Finance Division – Water Revenue – Meter Readers:

- 5 shirts initially; 3 annually. UNIFORM
- 4 pairs of pants initially; 2 annually. NON-UNIFORM
- 1 three-in-one jacket, replaced as required. UNIFORM.
- Coveralls provided, as needed based on job demands, for those employees who work in confined spaces.
- 1 rain suit with a hood, replaced as required. UNIFORM.
- 1 winter toque, replaced as required. UNIFORM.
- Anti-slip summer and winter footwear (not green patch). Green patch safety footwear is provided, where required by job demands.

Homes for the Aged

- 5 short-sleeved button-style shirts, initially; 3 annually thereafter. UNIFORM.
- 4 pants, initially; 2 annually thereafter. UNIFORM.
- 1 spring/fall jacket. NON-UNIFORM.

- 1 winter parka. NON-UNIFORM.
- Coverall/overalls are available for specialized work such as equipment repair, etc.

Animal Services

- 6 dress-type shirts (long or short-sleeved, at the employee's choice), for staff who perform field services. UNIFORM.
- 3 pairs of pants (dress or cargo, with at least one pair being dress pants), for staff who perform field services. UNIFORM.
- 1 parka or bomber style winter jacket, at the employee's choice, to be replaced as required. UNIFORM.
- 1 Winter toque. NON-UNIFORM.
- 2 clip on ties, for staff who perform field services. UNIFORM.
- 2 sweaters (long-sleeved). UNIFORM.
- 1 belt (black). UNIFORM.
- 1 spring/fall jacket, to be replaced as required. UNIFORM.
- 3 sets of scrubs or 3 golf shirt/pant combinations for staff who perform kennel duties. UNIFORM.
- Laundering of clothing will be provided for all employees in Animal Services.

Facilities and Real Estate – Facilities Operations

- 5 golf or button shirts (short- or long-sleeved), at the employee's choice, initially; 3 annually thereafter. UNIFORM.
- Sweatshirts may be selected by the employee to replace long-sleeved shirts. UNIFORM.
- 4 pairs of pants, initially; 2 annually thereafter. UNIFORM.
- Coveralls/overalls may be selected by the employee to replace shirt/pant combinations. UNIFORM.
- 1 parka or bomber style winter jacket, at the employee's choice. NON-UNIFORM.
- 1 spring/fall jacket. NON-UNIFORM.

Facilities and Real Estate – Facilities Services

– Customer Support

- 5 golf or button shirts (short- or long-sleeved), at the employee's choice, initially; 3 annually thereafter. UNIFORM.
- 4 pairs of pants, initially; 2 annually thereafter. UNIFORM.

- 1 parka or bomber style winter jacket, at the employee's choice. UNIFORM.
- 1 spring/fall jacket. UNIFORM.

Facilities and Real Estate – Facilities Services – Custodial

- 5 golf or button shirts (short- or long-sleeved), at the employee's choice, initially; 3 annually thereafter. UNIFORM.
- 4 pairs of pants or skirts, initially; 2 annually thereafter. UNIFORM.
- 1 high visibility parka or bomber style winter jacket, at the employee's choice. UNIFORM.
- 1 spring/fall jacket. UNIFORM.

Technical Services

- 5 golf-style shirts, short-sleeved or long sleeved at the employee's choice, initially; 3 annually thereafter. UNIFORM.
- Sweatshirts may be selected by the employee to replace long-sleeved shirts. UNIFORM.
- 4 pairs of pants, initially; 2 annually thereafter. NON-UNIFORM.
- 1 parka or bomber style winter jacket, at the employee's choice. UNIFORM.
- 1 spring/fall jacket. UNIFORM.

Transportation Services

– Field Investigators & Yard Attendants

- 5 golf-style shirts, short-sleeved or long sleeved at the employee's choice, initially; 3 annually thereafter. UNIFORM.
- Sweatshirts may be selected by the employee to replace long-sleeved shirts. UNIFORM.
- 4 pairs of pants, initially; 2 annually thereafter. UNIFORM.
- 1 parka or bomber style winter jacket, at the employee's choice. UNIFORM.
- 1 spring/fall jacket. UNIFORM.

Toronto Water – District Operations

(staff who do not work in the road allowance)

- 1 linesman coat. NON-UNIFORM.

- 1 parka or bomber style winter jacket, at the employee's choice. NON-UNIFORM.
- Laundered wearing apparel will be made available on a weekly basis as follows:
 - 5 short-sleeved or long-sleeved button-style shirts, at the employee's choice. NON-UNIFORM.
 - Sweatshirts may be selected by the employee to replace long-sleeved shirts. NON-UNIFORM.
 - 4 pairs of pants. NON-UNIFORM.
 - Coveralls/overalls may be selected by the employee to replace shirt/pant combinations. NON-UNIFORM.

Toronto Water – Water Supply

- 1 parka or bomber style winter jacket, at the employee's choice, will be provided to employees who are required to work outdoors. UNIFORM.
- Laundered wearing apparel will be made available on a weekly basis as follows:
 - 5 long-sleeved cotton shirts. UNIFORM.
 - Sweatshirts may be selected by the employee to replace long-sleeved shirts, provided the sweatshirts do not pose a health and safety risk, e.g., due to their loose-fitting nature or the presence of strings.
 - 5 pairs of pants. UNIFORM.
 - Coveralls/overalls may be selected by the employee to replace shirt/pant combinations. UNIFORM.

Parks, Forestry and Recreation – Parks and Recreation

- 5 T-shirts (short-sleeved or long sleeved, at the employee's choice), initially; 3 annually thereafter. UNIFORM.
- Sweatshirts may be selected by the employee to replace long-sleeved shirts. UNIFORM.
- 4 pairs of pants, initially; 2 annually. UNIFORM.
- Coveralls/overalls may also be selected by the employee to replace either shirt/pant combinations or pants. UNIFORM.
- 1 parka or bomber style winter jacket, at the employee's choice. UNIFORM.
- 1 Spring/Fall jacket as required – the parties agree to discuss as a component of rainwear. UNIFORM.

Parks, Forestry and Recreation – Technical Services

For staff whose job duties do not bring them into contact with high voltage or open flame:

- 5 T-shirts (short-sleeved or long sleeved, at the employee's choice), initially; 3 annually thereafter. UNIFORM.
- Sweatshirts may be selected by the employee to replace long-sleeved shirts. UNIFORM.
- 4 pairs of pants, initially; 2 annually thereafter. UNIFORM.
- Coveralls/overalls may also be selected by the employee to replace either shirt/pant combinations or pants. UNIFORM.
- 1 parka or bomber style winter jacket, at the employee's choice. UNIFORM.
- 1 Spring/Fall jacket as required -- the parties agree to discuss as a component of rainwear. UNIFORM.

If those employees work consistently in the road allowance or in the vicinity of heavy equipment operation, this clothing will be high visibility.

Stores – Purchasing and Materials Management

- 5 shirts (buttoned long sleeve, buttoned short sleeve or golf, at the employee's choice), initially; 3 annually thereafter. NON-UNIFORM.
- Sweatshirts may be selected by the employee to replace long-sleeved shirts. NON-UNIFORM.
- 4 pairs of pants, initially; 2 annually thereafter. NON-UNIFORM.
- 1 parka or bomber-style winter jacket, at the employee's choice. NON-UNIFORM.

32.04 (c) Protective Clothing and Wearing Apparel Committee

The City agrees to the continuance of a Protective Clothing and Wearing Apparel Committee with management and labour representation. This committee will monitor the practices and procedures outlined in this policy and will meet as required. The Committee will jointly address any inconsistencies and issues/concerns raised through the implementation of the policy. The parties agree to review the policy one year after the latest implementation date, with a view to updating and revising the policy, if necessary.

The City agrees to provide a list of all expiry dates of existing purchasing contracts for Personal Protective Equipment, Protective Clothing and Wearing Apparel.

Prior to the issuing of any request for proposal or tenders for purchases of Personal Protective Equipment, Protective Clothing and Wearing Apparel, the Committee will be given full opportunity to provide meaningful input to the party requisitioning the purchase.

Article 33 – LEGAL EXPENSES

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

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

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

33.02 Where an action or other proceeding is brought against an employee of the City, which in the opinion of City Council arises out of acts or omissions done or made by such employee in his capacity as an employee of the City, the City may pay damages or costs awarded

against such employee or legal expenses incurred by him as may be determined by City Council as provided for by paragraph 50 of section 207 of The Municipal Act, R.S.O. 1990, as amended. Whenever an action or other proceeding is brought against an employee, the employee is to advise the Insurance and Risk Management section of the Corporate Finance Division immediately with respect to such action or proceeding.

- 33.03** In the event the City reimburses an employee, under this Article, for any legal expenses, damages or costs, the employee shall be compensated at his regular rate of pay for the time lost from his regular working schedule as a result of being required to attend court or appear before his professional regulating organization.
- 33.04** Where the employee is provided with insurance to cover his legal expenses by reason of his membership in his professional regulating organization or association, he must exhaust those rights first before being eligible for reimbursement for his legal expenses pursuant to this Article.
- 33.05** The City agrees to produce a standard letter, approved by the Union, for the use of employees charged with an offence for an act(s) done while performing his duties for the City. This letter will contain the telephone number for the Lawyer Referral Service offered by the Law Society of Upper Canada and will also outline the City's policy on payment of legal fees for the information of employees and legal counsel he may retain. In those cases where an employee is named as a party, defendant in a civil action or proceeding, such letter will be provided to the employee upon his request.

Article 34 – GENDER NEUTRALITY AND PLURAL

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

Article 35 – ACQUAINTING NEW EMPLOYEES

- 35.01** (a) New employees shall be advised of the names of their steward and the Worker Co-chair of the Joint Workplace Health and Safety Committee or the Workers Health and Safety Representative, as the case may be, and provided with an

introduction to each following the commencement of the employee's employment. Such introductions shall be provided within twenty (20) days of the commencement of the employee's employment. The City will also provide a copy of the Collective Agreement to all new employees.

- 35.01 (b)** The steward and the Worker Co-chair or the Worker Health and Safety Representative, as the case may be, shall each be allowed fifteen (15) minutes to meet with the new employee at times mutually acceptable to the steward, the Worker Co-chair or the Worker Health and Safety Representative where appropriate, and the employee's immediate supervisor.

Article 36 – EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE

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

Article 37 – REST AND WASH-UP PERIODS

- 37.01 (a)** Each employee who works on a shift of less than ten (10) hours shall be afforded a rest period of fifteen (15) minutes duration during the first four (4) hours of the shift and a second rest period of fifteen (15) minutes during the second four (4) hours of his shift.
- 37.01 (b)** Each employee who works on a shift of ten (10) to twelve (12) hours shall be afforded a rest period of fifteen (15) minutes duration during the first four (4) hours of his shift, a second rest period of fifteen (15) minutes during the second four (4) hours of his shift and, during the last two (2) to four (4) hours of his shift, a third rest period of ten (10) minutes duration.

- 37.02** Each employee coming within the Union shall be afforded a period of ten (10) minutes at the end of each working day for the purpose of washing up at his place of employment.

Article 38 – DESIGNATES

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

Article 39 – RIGHT TO RESCIND RESIGNATION

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

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

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

Article 40 – PRINTING OF THE COLLECTIVE AGREEMENT

- 40.01** The Agreement shall be prepared and presented to the Union within one (1) month following the ratification of the Contract by both parties. The City shall allow two (2) days off with pay for up to four (4) members of the Negotiating Committee so that they may proof-read the Agreement.
- 40.02** The parties agree to use their best efforts to have the Collective Agreement printed as soon as possible following its ratification.
- 40.03** Each party shall pay fifty per cent (50%) of the cost of such printing.

Article 41 – ACCESS TO COUNCIL AND BUDGET INFORMATION

- 41.01** The Union shall be placed on distribution lists with respect to Council and its Standing Committees. The Union shall be provided

with copies of all public agendas and supplemental agendas, public attachments, certificates of amendments and minutes for Council, and the agendas and reports of its Standing Committees and Community Councils.

The Union shall be placed on the Financial Planning Division – Budget Services Division public distribution list with respect to the Division Capital and Operating Budget.

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

Article 42 – TOOL ALLOWANCE

42.01 Employees who are required as a condition of their employment to provide personal tools related to their position shall be paid a tool allowance of six hundred and fifty dollars (\$650) per year. Such tool allowance shall be paid to the employee in November of each year.

Effective November 1, 2007 the tool allowance will be increased to seven hundred and fifty dollars (\$750) per year.

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

Article 43 – TERM OF AGREEMENT AND NOTICE TO BARGAIN

43.01 The term of this agreement shall be from January 1, 2005 to December 31, 2008, and shall continue to remain in force from year to year thereafter unless either party gives written notice to the other party within ninety (90) days prior to the termination date of this Collective Agreement that it desires termination or amendment of this Agreement.

Article 44 – HEALTH AND SAFETY

44.01 The Union and the City shall co-operate in promoting and improving practices in the workplace to provide a safe and healthful environment in which to work.

44.02 The Union and the City agree to work together to implement appropriate remedies and initiate preventative measures in order

to reduce or eliminate health hazards and personal injuries in the workplace and to provide safe and healthful working conditions for all employees.

- 44.03** The prevention of accidents requires the continuation of a co-ordinated health and safety program in accordance with the Occupational Health and Safety Act and the Corporate Health and Safety Policy and Program as adopted by City Council as may be amended from time to time after consultation between the parties.
- 44.04** The terms of reference for all multi-location joint health and safety committees shall be agreed between the parties.
- 44.05** The City will continue to recognize the current Occupational Health and Safety Co-ordinating Committee.

LETTER OF AGREEMENT

JOINT HEALTH AND SAFETY COMMITTEE

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

- Joint Health and Safety Committees Structure
- Hazard Identification and Prevention Programs
- Health and Safety Training
- Work Site Inspections
- Equipment for Detecting Health and Safety Hazards
- The potential of paid time off for union representatives from the OHSCC to be liaisons to the Joint Health and Safety Committees and the multi-site workplace health and safety committees.

LETTER OF AGREEMENT

EMERGENCY VEHICLES

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

This letter shall form part of the Collective Agreement.

Article 45 – AMBULANCE APPENDIX**Meal Allowance**

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

Meal Breaks

- 45.02** (i) Toronto EMS will provide a meal break of thirty (30) minutes for Paramedic staff during their assigned shifts. Paramedics working a twelve (12) hour shift will receive a meal break no earlier than four (4) hours into their shift and no later than seven and one half (7½) hours into their shift.
- (ii) Paramedics not receiving their meal break within seven and one half (7½) hours of their shift will receive time and one half (1½) payment or lieu time, at the option of the Paramedic, for a missed meal break (45 minutes pay or time in lieu). In addition, the meal break for the shift in question will be rescheduled in accordance with the current guidelines.
- (iii) If a crew is assigned a meal break while already in an ambulance station, the length of the meal break will be measured from the time the crew was notified. If the crew's meal break is interrupted during the first twenty (20) minutes it shall be rescheduled. If the crew's meal break is interrupted after twenty (20) minutes have passed but before twenty-five (25) minutes have passed, another twenty (20) minutes additional meal break time shall be provided. If the crew's meal break is interrupted after twenty-five (25) minutes have passed no additional meal break time will be provided.
- (iv) In the event that Paramedics are assigned a late call that results in them not returning to the station until ninety (90) minutes or more have elapsed beyond the scheduled end of the shift, Toronto EMS will provide an additional thirty (30) minute meal break at the time-and-one-half (1½) rate to be taken following the wash-up and lock-up (if indicated) period(s) has/have been completed. The Paramedic will not be required to remain at the station during this break.
- (v) The meal break guidelines as presently in existence will remain in place except as provided for above.

- (vi) The parties agree to explore other supplemental shift options to improve opportunities to provide meal breaks to TEMS Paramedics.

Ambulance Labour Management Committee

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

The committee will be co-chaired with one representative from the Union and one from Management. This committee will meet monthly or at the call of the chair with five (5) representatives from the Union, the Unit Chair, the National Representative and representatives of the City. TEMS shall pay for all hours spent by TEMS employees in the committee meetings up to a maximum of five (5) employees. TEMS employees who attend on their scheduled days off will be compensated at time and one half (1½) for up to four (4) hours.

An agenda of the subjects to be discussed will be submitted at least five (5) working days before the day agreed upon for the meeting.

Uniforms

- 45.04 (a) (i)** Upon commencement of employment each Paramedic will be issued the following uniform: eight (8) shirts, six (6) t-shirts, four (4) turtleneck shirts (non-uniform), four (4) pairs of tactical pants, four (4) pairs of epaulette sleeves, one (1) winter hat, one (1) summer hat, one (1) pair of winter boots, one (1) pair of safety shoes, one (1) belt, one (1) pair of winter gloves and one (1) 4-in-1 parka (the 4-in-1 parka functions as a winter parka, spring jacket, raincoat and vest.)
- (ii)** TEMS employees, working in the Garage, Stores, Scheduling and Facilities shall, upon commencement of employment, be issued the following: eight (8) shirts, four (4) pants, six (6) t-shirts, four (4) turtleneck shirts, one pair

of winter boots and one pair of safety shoes,(Schedulers may request non-safety shoes) safety glasses (Garage only), belt, 4-in-1 parka, toque. It is understood that items referred to above will replace rental garments, which must be returned by the employee on July 20, 2005. In addition to these provisions, TEMS will maintain the rental agreement currently in place for coveralls in the Garage.

- 45.04 (b)** Upon commencement of employment each Paramedic will be issued the following equipment: scissor pack, zip pack, kit bag, stethoscope, penlight, safety goggles, and safety vest.
- 45.04 (c) (i)** On an annual basis each Paramedic shall receive the following uniform items: four (4) shirts, three (3) t-shirts, two (2) turtleneck shirts (non-uniform), two (2) pairs of tactical pants, two (2) pairs of epaulette sleeves and one (1) pair of winter gloves.
- (ii)** On an annual basis each TEMS employee, working in the Garage, Stores, Scheduling and Facilities shall receive four (4) shirts, three (3) t-shirts, two (2) turtleneck shirts, two (2) pairs of pants. Safety glasses will be re-issued as required.
- 45.04 (d)** Protective footwear will be replaced as required.
- 45.04 (e)** Paramedics are entitled to a belt and 4-in-1 parka every five (5) calendar years, upon request or earlier if such item of clothing does not remain in serviceable condition.
- 45.04 (f)** The City will provide laundry and dry cleaning services for all uniformed clothing as described in this Article.
- 45.04 (g)** The Union and the City agree that there shall be a subcommittee established to deal with clothing issues for employees in Toronto Emergency Medical Services. This subcommittee shall consist of three (3) representatives from the City and three (3) representatives from the Union. TEMS shall pay for all hours spent by TEMS employees in the subcommittee meetings, up to a maximum of three (3) employees. TEMS employees who attend on their scheduled day off shall be compensated at time and one-half (1½) for up to four (4) hours. The mandate

of this subcommittee is to make recommendations to the EMS Chief/General Manager regarding any proposed changes to the uniform issue. The issue of the dress uniform shall form part of the discussion for this subcommittee.

- 45.04 (h)** The foregoing may be amended from time to time through mutual agreement of the parties.

MEMORANDUM ITEM ONLY

Re: Summer Shirts

During the year 2005, the City agrees to provide each Paramedic with a total of six (6) shirts. Of these shirts, the Paramedic may choose up to a maximum of four (4) summer shirts. The summer shirts will be made available as soon as possible.

Within thirty (30) days after October 31, 2005, the City agrees to convene a meeting of the Uniform Committee (three (3) representatives from the City and three (3) representatives from the Union) to review the suitability of the summer shirts, including t-shirts and make joint recommendations regarding the appropriate summer shirt including recommendations regarding uniform/non-uniform item(s) to the EMS Chief/General Manager and President, TCEU, Local 416 for ratification by the parties.

Early and Late Calls

45.05 (a) Early Calls

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

45.05 (b) Late Calls

- (i) If the crew receives a call at the end of the shift after equipment has been stowed, it is understood that if equipment problems are encountered that would jeopardize the safe handling of the patient, a back-up vehicle will be sent.
- (ii) There will be no assignment of non-emergency calls thirty (30) minutes prior to the end of shift, within the City. Further TEMS will make all reasonable efforts not to assign a non-emergency call in the last sixty (60) minutes. The Ambulance Division and representatives of Local 416 will meet with the Central Ambulance Communications Centres (CACCs) to address the reduction of the frequency of end-of-shift overtime arising out of calls being assigned by other CACCs.
- (iii) All other emergency calls that are received up to the end of the assigned shift and may extend beyond the end-of-shift will be serviced until completion.
- (iv) On completion of the call the ambulance will be booked out of service and returned to station; if an ambulance crew that is booked out of service witnesses or comes across an emergency situation they will be obliged to remain on-scene and render aid until relieved by an appropriate transport unit.
- (v) Prior to returning to station and being booked out-of-service the crew will be consulted as to whether or not they wish to remain available for response to an emergency call while on-route to the station.
- (vi) If it is the decision of the crew not to remain available they will be shown out-of-service and will be directed to return to the ambulance station with the exception of the above paragraph.

Temporary Paramedics

- 45.06** Notwithstanding the provisions of clause 2.02(b), temporary Paramedics may be hired for a period not to exceed one (1) year. Temporary Paramedics employed beyond one (1) year shall be

reviewed in accordance with the Letter of Agreement – Annual Review of Temporary Employees. The first such review will commence immediately following July 20, 2005. Upon completion of the review, if the criteria are met, the employees shall be made permanent, without the requirement for Paramedic Level 1 positions to be posted. All other Paramedic positions shall be posted in accordance with Article 19 of the Collective Agreement. Further, it is understood that as permanent vacancies arise during the year, they shall be immediately filled by temporary employees on a permanent basis, in order of seniority, without the requirement for the Level 1 position to be posted. All other Paramedic positions shall be posted in accordance with Article 19 of the Collective Agreement.

It is agreed and understood that there will be an annual review as per the above in May of every year.

Stress

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

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

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

For each stress claim the employer shall complete the appropriate WSIB documentation if the difficult or critical call results in an absence from the workplace beyond the day of the incident, or necessitates health care intervention.

Wash up/Lock-up Time

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

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

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

In cases where a Paramedic does not return to station until after the scheduled end of the shift he/she shall receive ten (10) minutes at the overtime rate for the purpose of wash-up.

In cases where a Paramedic returns to station at least ten (10) minutes before the scheduled end of the shift, the employer has the option of directing the Paramedic to take wash-up time for the last ten (10) minutes of the shift (in which case no overtime is paid) or to remain on duty until the end of the shift (in which case ten (10) minutes overtime is paid for wash-up). It is understood that in those cases where overtime is paid the Paramedic will remain at work through the overtime period.

In cases where the wash-up period commences less than 10 minutes before the scheduled end of shift, the Paramedic will be paid overtime for that portion of the wash-up period that extends beyond the scheduled end of shift.

Paramedics Moving To Lower Classification

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

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

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

Schedules

45.10 Employees in the TEMS who are regularly employed on the twelve (12) hour shift schedule arrangement that was agreed upon by the former Local 43 and the former Municipality of Metropolitan Toronto on January 19, 1976, are governed by the terms and conditions set out in the current Collective Agreement with the following exceptions:

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

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

Coroner's Court

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

Paid Duty

45.12 Paramedics who perform "Paid Duty" work shall be compensated in accordance with the Collective Agreement for all such work performed.

Return to Work – Booking Fit

- 45.13** The following provisions apply with respect to employees when they return to work and book “fit” for duty after being absent due to an illness or injury.
- (a) Employees may book “fit” at any time up to and including the commencement of their scheduled shift.
 - (b) Employees are encouraged to book “fit” for duty at least twelve (12) hours prior to the commencement of their scheduled shift.
 - (c) Employees who have a permanent station assignment and who book “fit” eight (8) hours or more prior to the commencement of their shift will report to their permanent station.
 - (d) In the event the employee who has a permanent station assignment does not book “fit” at least eight (8) hours prior to the commencement of his shift, he may be reassigned to a station other than his regular station for the shift in question. Such reassignment will be avoided whenever possible.

Equipment Committee

- 45.14** The Union and the City agree that there shall be a committee established to deal with equipment issues for employees in ambulance services. This committee shall consist of three (3) representatives from the City and three (3) Union representatives. TEMS shall pay for all hours spent by TEMS employees in the committee meetings, up to a maximum of three (3) employees. TEMS employees who attend on their scheduled days off will be compensated at time and one half (1½) for up to four (4) hours. The mandate of this committee is to make recommendations to the General Manager.

Station Postings

- 45.15** (a) All permanent station vacancies arising shall be posted every six (6) weeks for bidding by seniority unless otherwise agreed upon by the parties.
- 45.15** (b) Once per calendar year, TEMS and the Union (comprising of two (2) management representatives and two (2) union representatives) shall conduct a joint review of the swing pool and station assignments. Recommendations of the joint review

team will be presented to the EMS Chief/General Manager for consideration.

- 45.15 (c)** TEMS shall pay for all hours spent by TEMS employees in the committee meetings, up to a maximum of two (2) employees. TEMS employees who attend on their scheduled days off will be compensated at time and one half (1 ½) for up to four (4) hours.

Base Hospital

- 45.16 (a)** TEMS agrees to facilitate a meeting between Local 416, TEMS and the Provincial Base Hospital Advisory Group, to discuss issues of mutual concern including, but not limited to, the application of the protections afforded under the Collective Agreement to Paramedics in their relationship with their Base Hospital.
- 45.16 (b)** The City confirms that it has liability insurance and agrees to maintain such insurance.
- 45.16 (c)** Any Paramedic removed from Paramedic duties because of decertification by the Base Hospital, shall be placed in another position until the merits of his/her decertification are dealt with in a forum that provides due process. If the removal is for just cause, the disciplined Paramedic may grieve under the grievance/arbitration process of the Collective Agreement.

Quarantine

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

Working Quarantine

- 45.17 (b) (i)** All Paramedics who are under quarantine will be paid their regular rate of pay for their regularly scheduled shifts.
- (ii)** In addition to the compensation provided for in paragraph (i), all Paramedics who work while under a 'Work Quarantine' will be paid a quarantine compensation

premium of their regular hourly rate of pay for all hours worked.

Clarity Note: The net effect of the above paragraph (ii) means all Local 416 Paramedics shall receive their regular hourly rate under paragraph (i) and a second regular hourly rate under paragraph (ii), or double time, while performing their work under the 'Work Quarantine', for their regularly scheduled hours only.

(iii) In addition to the quarantine compensation premium provided for in paragraph (ii) above, all Paramedics who work while under a 'Work Quarantine' will be paid at the rate of time and one-half (1 ½) the regular rate of pay for the overtime hours worked beyond their regularly scheduled shift. (e.g., after 12 hours)

Clarity Note: The net effect of the above paragraph (iii) means that all Local 416 Paramedics that are engaged in end-of-shift overtime while under the 'Work Quarantine' will receive their regular hourly rate referred to in paragraph (ii), plus time and one-half (1 ½) the regular hourly rate. Thereby equalling two and one-half (2 ½) times their regular hourly rate for all end of shift overtime hours worked.

(iv) All Paramedics who work on a scheduled day off, while under a 'Work Quarantine' will be paid time and one half (1 ½) the regular rate of pay, plus an additional quarantine compensation premium of one-half (½) the regular rate of pay, for all hours worked.

Clarity Note: The net effect of the above paragraph (iv) means all Local 416 Paramedics working on their days off while under the 'Work Quarantine' shall be paid double time for all hours worked.

(v) Once the employee agrees to work under a 'Work Quarantine' he/she will be expected to report for their regularly scheduled shifts for the period the quarantine is in effect. An employee who chooses to be on 'Home Quarantine' and later chooses to work under 'Work Quarantine' must notify the Scheduling Unit eight (8)

hours prior to the commencement of their next scheduled shift.

- (vi) These terms represent exceptional and unusual circumstances and only apply when a 'Work Quarantine' has been declared by any official authorized to do so in accordance with the applicable legislation.
- (vii) Local 416 Paramedics that work or choose to work under the provisions of clause 45.17(b) shall continue to receive all their normal Collective Agreement entitlements in addition to the quarantine premium pay referred to herein, which would include but is not limited to, shift premiums. It is understood that this provision is not intended to provide Paramedics with any further overtime entitlement than is already provided for in paragraphs (iii) and (iv).

Public Safety Unit

EMS Tactical Paramedics

Chemical Biological Radiological Nuclear Response Team

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

Car Count

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

Continuing Education

45.20 (a) Toronto Emergency Medical Services is committed to continuing education for Paramedics on an annual basis. As a result,

the City agrees to provide as a minimum continuing medical education and/or in service training for each Paramedic classification as prescribed below:

- | | | |
|-------|-------------------------|---------------|
| (i) | Paramedic Level 1 | 2 sessions/yr |
| (ii) | Paramedic Level 2 | 2 sessions/yr |
| (iii) | Paramedic Level 3 | 2 sessions/yr |
| (iv) | Critical Care Paramedic | 3 sessions/yr |

- 45.20 (b)** Where operational demands lead to the necessity to defer Continuing Paramedic Education, management of TEMS will meet with TCEU Local 416 to review the plan for rescheduling the C.M.E. in the future.
- 45.20 (c)** On the first pay of each calendar year, the City will credit to each Paramedic's (level 2, 3 and CCTU's) lieu bank, twelve (12) hours lieu time for the purpose of self-directed learning and maintenance of Paramedic certification.
- 45.20 (d)** Toronto EMS will continue the practice of paying for the Advanced Care Paramedic Examination required by the Ontario Ministry of Health and Long Term Care.

Field Training Officers

- 45.21 (a)** Following a selection process, senior qualified Paramedics will be assigned to the appropriate Field Training Officer (FTO) classification in accordance with the dates outlined in the Temporary Opportunity Posting. The duration of the appointment to the FTO classification shall be for a period of two (2) years, unless otherwise agreed to by the parties in writing.
- 45.21 (b)** It is understood, that once a Paramedic has been deemed qualified through the selection process and remains active in the FTO classification, he will be deemed qualified in future postings and will not be required to re-write the applicable exam for four (4) consecutive years from the date they last passed the exam.

Distribution of Overtime

- 45.22** The parties agree to maintain the current practice with respect to the distribution of overtime hours within TEMS. This practice shall remain in place unless otherwise agreed to between the parties.

The City and the Union agree to meet within ninety (90) days of July 20, 2005 to review the distribution of overtime and to confirm the process of distribution of overtime. Once completed, the established process will form part of the Collective Agreement as clause 45.22.

Research

45.23 Toronto Emergency Medical Services is a learning organization. The parties agree that research is an integral component in developing future approaches in emergency medical services.

Participation in pre-hospital care research shall be voluntary in nature except as provided herein:

The parties agree that TEMS and TCEU Local 416 will meet to discuss possible research studies. These discussions will include, but are not limited to:

- The basis for participation
- Nature of the initiatives
- Any change to the Paramedic skill set/practice
- The benefit of participation

If it is determined by the parties that there is no change to the duties or responsibilities of the employee then the research study shall become mandatory.

The committee will be comprised of three (3) representatives from TEMS and three (3) representatives from TCEU Local 416. TEMS shall pay for all hours spent by TEMS employees in the committee meetings, up to a maximum of three (3) employees. TEMS employees who attend on their scheduled day off shall be compensated at time and one-half (1½) for up to four (4) hours.

LETTER OF AGREEMENT

BUMPING PROCESS

The parties agree to establish a committee of three (3) representatives from the Union and three (3) representatives from the City to investigate and design a bumping process for swing Paramedics and station assignments. The recommendations of this committee are subject to ratification by the parties.

LETTER OF AGREEMENT

EARLY RETIREMENT

The parties acknowledge that the Federal Government has proposed amendments to the Income Tax Act Regulations to include Paramedics as a Public Safety Occupation. The parties understand that in order to include Paramedics in the OMERS NRA60 Program changes may need to be made to the Municipal Act, and the OMERS Act.

The City and the Union agree that there shall be a committee established to investigate all aspects of converting Paramedics to the OMERS NRA60. This committee shall consist of three (3) representatives from the City and three (3) representatives from the Union. TEMS shall pay for all hours spent by TEMS employees in the committee meetings, up to a maximum of three (3) employees. TEMS employees who attend on their scheduled day off shall be compensated at time and one-half (1 ½) for up to four (4) hours.

The mandate of this committee is as follows, but not limited to:

1. To work with OMERS to review, assess and cost the inclusion of Paramedics in the NRA60 Plan.
2. To make representation to the OMERS Board and Provincial and Municipal governments regarding any changes to legislation or regulation required to allow Paramedics entry into the OMERS NRA60 Plan.
3. Upon receipt of the actuarial valuation requested by the City to determine the cost of future and past Paramedic service of the TEMS Paramedics the parties will conduct a review and make a report to the City and to Local 416.

Upon completion of the report referenced in paragraph 3, the City and Local 416 will meet to discuss all early retirement options available. At the request of either party, the City and Local 416 will, subject to the foregoing, meet to negotiate potential Paramedic enrolment in the OMERS NRA60 Plan.

LETTER OF AGREEMENT

INVESTIGATIONS COMMITTEE

The Investigations Committee consisting of three (3) representatives from the Union and three (3) representatives from TEMS shall continue to meet

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

Any recommendations or protocols arising from this Committee will be agreed upon by both Union and Management before they take effect. The Committee shall complete its mandate within six (6) months of July 20, 2005.

LETTER OF AGREEMENT

MEAL BREAK COMMITTEE

Immediately following July 20, 2005, the parties agree to form a joint committee to make recommendations and to monitor the effectiveness of those recommendations, in providing meal breaks for all Paramedics during each shift. The Committee will be comprised of six (6) members: three (3) members representing the TEMS management and three (3) members representing the Union. TEMS shall pay for all hours spent by TEMS employees in the committee meetings, up to a maximum of three (3) employees. TEMS employees who attend on their scheduled day off shall be compensated at time and one-half (1 ½) for up to four (4) hours.

The mandate of this committee is to review:

- The current hospital off-load delay problem
- Workload that is beyond the control of the City
- Volume and demand for service
- The rest period (Article 37) and Meal Break Guidelines and clause 45.02 of the Collective Agreement.
- The current shift schedules and deployment needs
- Recommendations from the Minister's Task Force on Hospital off-load delay
- Meal break policies and practices from other EMS services throughout the GTA
- The Meal Break Working Group final report dated June 1, 2004
- Review all short-range recommendations contained in the June 1, 2004 report
- Review the medium range and long-range recommendations to confirm those that have been implemented and determine what additional discussions and action is required to implement the remaining recommendations. Ensure the remaining recommendations are reported to EMS management and Local 416 executive.

The Joint Committee will meet on a monthly basis to review the efficiency of the system to provide meal breaks, monitor the effectiveness of the recommendations that have been implemented through the June 1, 2004 report, and to make further recommendations in order to achieve 100% compliance of a meal break assignment for all Paramedics on a regular and consistent basis. The Joint Committee will meet for a period of one (1) year, at which time a final report and recommendations will be submitted to the EMS Chief/General Manager and President, TCEU, Local 416. The final report provided to the EMS Chief/General Manager and the President, TCEU Local 416, no later than June 30, 2006.

At the request of either party, the City and Local 416 will meet to negotiate potential amendments to the Collective Agreement pertaining to meal break guidelines.

LETTER OF AGREEMENT

MEAL BREAK GUIDELINES

The Union and the City agree that violations of the provisions of the Meal Break Guidelines, referred to in clause 45.02 (v), are both grievable and arbitrable.

LETTER OF AGREEMENT

NON-EMERGENCY CALLS

TEMS will make every reasonable effort to assign non-emergency calls to Primary Care Transport Unit (PCTU) crews. It is understood that if required, emergency calls will be assigned to Paramedics in the PCTU program.

In the event the Ministry of Health & Long-term Care (MOHLTC) allocates the services of non-emergency transfers to another provider, the City agrees to maintain a minimum of thirty (30) Paramedic positions within the PCTU program.

LETTER OF AGREEMENT

SENIOR PARAMEDICS

To address the challenges facing an aging workforce, Toronto Emergency Medical Services is committed to continuously reviewing its services and making work opportunities available to Paramedics within current classifications.

Within sixty (60) days of July 20, 2005, the parties agree to establish a joint committee, consisting of three (3) members representing the management and three (3) members representing the Union. The joint committee will review all aspects of the operations and consider less physically demanding work opportunities that can be made available to senior Paramedics.

The joint committee will complete the review and provide its recommendations to the EMS Chief/General Manager and the President, TCEU, Local 416 by December 31, 2005. The recommendations will include how opportunities can be made available to the Paramedics.

LETTER OF AGREEMENT

SWING SHIFT

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

The following provisions apply to their working conditions:

1. The City shall assign senior swing staff to all identified long-term vacancies created by LTD, illness, WSIB, level changes, etc. These assignments will be based on corporate seniority. Long-term shift vacancies shall be those where an employee is absent for more than six (6) consecutive weeks.
2. TEMS assigns each of the swing staff to a specific rotation and geographic area cycle.
3. The number of changes for switching day shifts to night shifts for personnel will not exceed four (4) shifts in a six-week cycle. Shift changes will occur in reverse seniority with the most junior employees being called in first.
4.
 - (a) Swing staff, (5 per colour code) will be given the option of (a) being provided with a pager,(b) being called by Toronto EMS or (c) calling in prior to the commencement of their shift in order to confirm their station assignment.
 - (b) The thirty (30) swing staff will be selected from those volunteering and where there are more than the required number, selection will be by volunteer seniority.
5.
 - (a) Pagers shall be provided and maintained by the Division.

- (b) No page will be sent to an employee within forty-five (45) minutes prior to the commencement of their shift. If the employee receives a page within the above time frame, then the employee shall proceed to the paged location and be subject to (c) below and (6) below.
 - (c) Where an employee is paged and has insufficient time to travel to and arrive at the new location, the employee shall be treated as in (6) below.
6. In the event that a swing person arrives on time at the assigned location and is subsequently reassigned there shall be no loss of pay, nor shall the reporting to the subsequent location be recorded as late reporting.
 7. In the event that the employee chooses to use his personal vehicle on the business of the corporation, he shall be compensated for such usage in accordance with the Collective Agreement.
 8. This letter shall form part of the Collective Agreement and shall be fully enforceable through the grievance and arbitration procedure.

LETTER OF AGREEMENT

TRAINING

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

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

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

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

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

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

MEMORANDUM OF AGREEMENT ITEM ONLY

MEDICAL MALPRACTICE LIABILITY INSURANCE

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

Insurer: Liberty International Canada

Policy: EJ1-B71-070918-041

Primary Policy Limits: \$5 million per occurrence.

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

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

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

Article 46 – MODIFIED WORK PROGRAM

Preamble

The City and the Union are committed to facilitating the early and safe return of employees to employment.

The City will make every reasonable effort to provide a meaningful, productive employment environment within which, individuals will maintain

their dignity and respect while rehabilitating from their illness, injury or disability.

Objectives

The City will provide a return to work program for any employee, who due to illness or injury is temporarily or permanently unable to perform his/her regular duties by:

- Protecting the health and safety of its employees through the prevention of accidents, injuries, and illnesses
- Meeting or exceeding legislative and contractual requirements
- Returning the employee to full-time employment
- Returning the employee to modified or alternate employment that is within their capabilities on either a temporary or permanent basis
- Respecting and maintaining confidentiality
- Establishing mutual cooperation between the City of Toronto, the Union and its injured or ill employees
- Providing an employment environment within which individuals can rehabilitate from their illness, injury or disability
- Meaningful to the employee and of value to the organization
- Ensuring that any job modified for the affected employee does not adversely affect any other employee

Authority

Workplace Safety and Insurance Act

Ontario Human Rights Code

Occupational Health and Safety Act

Municipal Freedom of Information and Protection of Privacy Act

Collective Agreement, T.C.E.U. LOCAL 416

Scope of the Program

This program applies to any employee who is unable to perform his/her regular duties because of illness or injury and is deemed suitable for modified work by the treating health professional, long-term disability carrier or the WSIB.

The group defined as health professionals for the purpose of this document is:

physicians/medical specialists, chiropractors, physiotherapists and registered nurses (extended class). (Consistent with WSIB-approved group of health professionals)

Definitions

Accommodation

An adaptation or adjustment that is required to enable employees to perform their essential job responsibilities

Accommodations may include, but are not limited to, the following workplace modifications:

- The work area
- Worker's job task
- Equipment used to perform regular duties
- Schedules
- Work locations

Essential Duties

The duties necessary to achieve the actual job outcome. The job outcome is the overall objective of the job in terms of the production of the final product or provision of service.

The duty is essential if, when you take the duty away,

- the job outcome is not accomplished
- the product or service is affected
- a process before or after is affected

Transitional Work Program

An individualized program that facilitates a gradual transition from disability to the eventual vocational objective. The plan identifies all accommodations necessary with defined timelines.

Temporary Modified Work

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

Permanent Modified Work

Consists of modifying the pre-accident job, relocating the employee to a suitable existing position, as soon as it becomes available

or modifying the workplace as required. It must be established through a medical program that the employee is permanently disabled and incapable of performing the essential duties of his/her regular position.

Accommodated Pre-Accident/Illness Job

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

Comparable Job

A job with the features and at earnings comparable to a worker's employment on the date of the injury.

Suitable Job

Suitable employment is defined as employment consistent with the employee's skills and functional abilities that does not pose a health and safety hazard to the employee or co-worker.

Job Demands Analysis

An objective observation and evaluation of the physical, sensory, behavioural and cognitive demands of a job.

Functional Abilities Evaluation

A process of assessing and describing an individual's physical and functional abilities related to their ability to work. FAEs provide information that informs decisions regarding the need for accommodation and the nature of accommodation required.

Corporate Modified Work Committee

1. The Union and the City agree to establish a Corporate Modified Work Committee consisting of three (3) Union representatives, named by the Union, and three (3) management representatives. The committee will meet as necessary to review and oversee the Modified Work Program. The responsibilities of this committee will also include the development of any further guidelines and procedures that may assist the Individual Modified Work Team who are dealing with workers needing accommodation.
2. Time absent from work by the Union members, who are not already on an authorized full-time leave of absence for Union business, of the Corporate Modified Work Committee will be at the City's expense. Where at all possible, the City will schedule Corporate Modified Work Committee meetings during regular working hours.

Where the meeting goes beyond such hours, the member of the committee will be paid at the overtime rate consistent with the overtime provisions of the Collective Agreement and in accordance with clause 3.07.

Individual Modified Work Teams (IMWT)

In order to ensure that:

- all resources are utilized,
- all interests are taken into consideration,
- a successful modified work plan is developed,

a team approach will be utilized.

The IMWT may consist of any of the following participants, recognizing that the specific individuals needed in each case will vary.

Participants may include:

- Employee
- Health Professional
- Division Representative
- Union Representative
- Human Resources Representative
- WSIB or LTD Representative

Time absent from work for one (1) Union Representative, in addition to the Local 416 full-time Workplace Safety Rehabilitation Representative, to participate in the IMWT meetings will be at the City's expense. Where at all possible, the City will schedule committee meetings during regular working hours. Where the meeting goes beyond such hours, members of the committee will be paid at the overtime rate consistent with the overtime provisions of the collective agreement, to a maximum of four (4) hours.

Responsibilities

Employee

- promptly report all accidents and illnesses;
- obtain medical aid immediately and continue recommended rehabilitation as necessary to recover;
- return the completed Return to Work Information (RTWI) form immediately following the initial assessment, where practical, to the Supervisor;
- maintain regular contact with Supervisor and WSIB/Insurance Carrier;

- take an active role and cooperate in the development of the modified work plan;
- participate actively in the recommended rehabilitation program;
- provide the necessary functional/medical information to facilitate modification of jobs or accommodation.

Division Representative

- maintain contact with employee to monitor his/her suitability to return to work;
- modify the work or workplace, as necessary to accommodate the employee's restrictions;
- provide an on-the-job period of transitional employment for the returning employee, as necessary;
- provide training;
- monitor the employee's performance and progress in relation to the functional abilities or limitations;
- ensure that no tasks are being assigned other than those in accordance with the recommended restrictions on the RTWI form or on other medical information provided;
- relate progress evaluation and concerns regarding the assigned work to the Human Resources Representative, as necessary.

Union Representative

- provide support, encouragement and direction to the disabled employee where appropriate;
- work in co-operation with all members of the IMWT to facilitate a successful return to work as soon as possible;
- may participate in the placement of employees in temporary modified work and will participate upon request of any member of the IMWT;
- review all modified work plans;
- provide employee with information about the Modified Work Program and the Collective Agreement.

Human Resources Representative(s)

- facilitate an early return to work following an injury or illness, where involved;
- obtain confirmation regarding the employee's medical condition, restrictions and progress, where involved;
- coordinate IMWT meetings to discuss the employee's abilities and employment alternatives, where involved;

- maintain regular contact with the employee for evaluation and support during the rehabilitation process, where involved;
- act as liaison between employee, union representative, physician, supervisor and WSIB/Insurance Carrier, where involved

Conditions of Modified Work Employment

1. Duration

- a) Temporary modified work will normally be considered if the medical prognosis indicates that the employee:
 - will be disabled from performing his/her normal duties for a defined period of time (defined by the treating health professional) and will be able to resume normal duties at the completion of the rehabilitation period.
- b) Extension of the temporary modified work requires a written recommendation from a health professional and will be reviewed by members of the IMWT including concurrence of the WSIB or LTD representative, where involved.

2. While participating in a temporary modified work program, the employee will:

For the hours worked:

- receive 100% of his/her regular earnings or the rate of the position whichever is greater for the duration of the temporary modified work program as defined in #1 above and subject to regular reviews (For permanent placements see item 5),

or for hours not worked:

- use available sick credits and entitlements in accordance with the Collective Agreement, or
- receive insurance coverage through WSIB, LTD or a private carrier subject to their regulations

3. For either temporary or permanent modified work, after exhausting opportunities in the employee's own classification, division and department, it may be necessary for the employee to accept a change in occupation, division, department, to provide necessary accommodation subject to the conditions of the Collective Agreement.

NOTE: The parties recognize that the City underwent an administrative restructuring, as of April 15, 2005, that eliminated the previous

departmental structure. For the purposes of the Modified Work Program only, it is agreed that the term "Department" will refer to the group of divisions under each of the Deputy City Managers.

4. The City will pay the cost of medical/functional documents required for participation in modified work programs.
5. Employees who are placed in a permanent alternate position, due to an occupational injury/illness (as defined by the Workplace Safety & Insurance Board), will be subject to the normal assessment period and will receive the wage rate of the position to which they are assigned. If the pre-injury rate of pay is higher than the relocated position rate, then the pre-injury rate is to be maintained. It is understood that the pre-injury rate is subject to all wage increases negotiated.

Employees who are placed in a permanent alternate position, due to a non-occupational injury or illness, will be subject to the normal assessment period and will receive the wage rate of the position to which they are assigned.

6. **Training**
Where an employee is placed temporarily or permanently in a modified or alternate position, the City will provide the necessary on-the-job training (to a maximum of one (1) year). Such training arrangements and their continuation will be subject to satisfactory progress as monitored by the IMWT. In addition, for occupational illness or injury the City will comply with all training provisions under the WSIA.
7. **Job Demands Analysis (JDA)**
To facilitate the matching of employees to suitable positions a JDA will be completed for modified work plans. JDAs for all city positions will be undertaken; the Corporate Modified Work Committee will monitor the progress. The City will provide a copy of the JDA's to the Union.
8. **Education**
Information and orientation on the program will be provided jointly to all managers, supervisors and employees. The Corporate Modified Work Committee will determine how such information is best communicated as well as how the implementation of the edu-

cation component is rolled out. Specific information on available rehabilitation services will be provided to all employees who are away from work due to a prolonged illness or injury.

Procedures

Temporary Modified Work

1. In cases where the employee suffers an occupational illness or injury that requires medical treatment, the supervisor will complete an injury report and provide the employee with:
 - a) The RTWI form outlining the modified work program;
 - b) a Job Demands Analysis describing the demands of the employee's work responsibilities (where available).
2. The RTWI form should be completed by the treating health professional indicating functional limitations, approximate expected length of disability, and the suitability for modified work. The RTWI form shall be returned to the supervisor immediately, or as soon as practicable.
3. On receipt of the information from the treating health professional or WSIB that the employee is fit for temporary modified duties, a return to work plan may be developed, including:
 - a) Job Modification – the initial step will be to modify the regular job and gradually increase the activity as required. Consideration will also be given to modifying the work schedule if possible.
 - b) Transitional Work Program –
 - (i) If the division is not able to modify the regular job, attempts will be made to reassign the employee to temporary modified work, within the same division/department. The plan will be developed to gradually return the employee to his/her regular position;
 - (ii) 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.

4. Where the employee has not returned to work, either the City or the Union may request the assistance of the mediation services provided by the Workplace Safety and Insurance Board.
5. Once the modified work assignment has ended, or earlier if the employee is medically certified to perform full duties, he/she will return to the regular job. An employee who is capable of returning to his/her regular duties must provide medical authorization from the treating health professional.
6. Where a member of the IMWT determines that there is a need to review the temporary modified work of an employee, the appropriate team members will meet and agree on any changes to the plan.

Permanent Modified Work

1. On receipt of information from the treating health professional, WSIB or the LTD carrier that the employee requires permanent modified work, members of the IMWT will be involved in the placement process.
2. Members of the IMWT will evaluate the available accommodation options based on the following steps:
 - a) Accommodate Pre-accident/illness Job – consider whether the job can be permanently modified to accommodate the employee and allow him/her to perform the essential duties of the job.
 - b) Comparable Job in the Division/Department – consider alternative comparable jobs in which the employee is capable of performing the essential duties, with or without accommodation (see definition of Comparable Work).
 - c) Comparable Job Outside the Division/Department but Within the Local 416 Bargaining Unit – consider comparable jobs in different departments but still within the Local 416 bargaining unit.
 - d) Suitable Job in the Pre-accident/illness Division/Department within the Local 416 Bargaining Unit
 - e) Suitable Job Outside the Division/Department, but within the Local 416 Bargaining Unit

- f) Comparable Job Outside the Local 416 Bargaining Unit (agreed subject to receiving confirmation that Local 79 is agreeing to the same language)

Local 416 employees being accommodated in a permanent placement in Local 79, as a result of a workplace injury/illness, will have their seniority recognized by the City in accordance with clause 27.XX.

- g) Suitable Job Outside the Local 416 Bargaining Unit (agreed subject to receiving confirmation that Local 79 is agreeing to the same language)

Local 416 employees being accommodated in a permanent placement in Local 79, as a result of a workplace injury/illness, will have their seniority recognized by the City in accordance with clause 27.XX.

3. In order for the injured employee to be considered for the job he/she must be willing to participate in the necessary on-the-job training and will adhere to the provisions of the appropriate collective agreement.
4. During the first six (6) months of the permanent placement there will be regular follow-up with designated IMWT members to monitor the employee's ability to function in the job.
5. Employees who are placed in a permanent alternate position, due to an occupational injury/illness (as defined by the Workplace Safety & Insurance Board), will be subject to the normal assessment period and will receive the wage rate of the position to which they are assigned. If the pre-injury rate of pay is higher than the relocated position rate, then the pre-injury rate is to be maintained. It is understood that the pre-injury rate is subject to all wage increases negotiated.
- Employees who are placed in a permanent alternate position, due to a non-occupational injury or illness, will be subject to the normal assessment period and will receive the wage rate of the position to which they are assigned.
6. The Union will be provided with the list of vacancies on a regular basis.

Future Legislation

In the event that future legislation is passed that is superior to this agreement the parties agree to review the Modified Work Program, consistent with the new legislation.

Article 47 – LETTERS OF AGREEMENT

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

The parties agree that all Letters of Intent agreed to by the parties (both previously and during the collective bargaining process) shall be deemed to be Letters of Agreement.

LETTER OF AGREEMENT

AMALGAMATION OF CLASSIFICATIONS

1. The parties agree that with the introduction of new techniques and technologies it is important that advance planning be made to anticipate skills, needs, and training for job classifications affected.
2. Accordingly, when the employer proposes to merge classifications the City shall notify the Union six (6) months in advance, and consult with the Union with respect to the implementation of such merger.
3. In addition, the parties agree to meet during the term of the Collective Agreement to address issues related to skilled trades and apprenticeship training for Local 416 members. Either party will have the opportunity to identify agenda items.
4. The City agrees to advise the Union of any apprenticeship program that is being contemplated for Local 416 members, and to consult with the Union prior to implementing such programs.

LETTER OF AGREEMENT

“CLEAN AND BEAUTIFUL CITY” INITIATIVE

The City and the Union agree to meet at the request of either party to form a joint union/management committee to find ways of helping the City achieve its goal of a clean and beautiful City. The terms of reference of the Committee to be jointly agreed to by the parties.

LETTER OF AGREEMENT

ELECTRICAL & INSTRUMENTATION CONTROL TECHNICIAN

1. The City and Local 416 agree to meet within sixty (60) days of issuance of the interim award (October 21, 2002) to discuss the proposed EICT position and to commence the following actions:
 - a) The parties will review the duties and responsibilities of the proposed new classification of Electrical & Instrumentation Control Technician;
 - b) The City agrees to consider all the information provided by the Union in developing the job description for the EICT position;
 - c) The parties agree to negotiate the rate of pay for the EICT position; failing agreement, the parties agree that the matter of the rate of pay will proceed to arbitration as expeditiously as possible;
 - d) The parties agree to negotiate a process for filling the new EICT positions; failing agreement, the positions will be filled in accordance with the Collective Agreement;

2. This will confirm that the City agrees to an Electrical Apprenticeship Program commencing in the fall of 2002 for the Water and Waste Water Plants in the Works and Emergency Services Department. For this apprenticeship program, entry will be on the basis of seniority as well as the usual educational requirements for such an apprenticeship program. In addition, employees in the following classifications are eligible to enter this apprenticeship program: Electrical Maintenance Worker, Grade 2; Instrument Technician; Electronic Technician; Maintenance Worker/Instrumentation Section; and any employees who are currently alternate rated into the Instrument Technician or Electronic Technician positions.

LETTER OF AGREEMENT

EMPLOYEE ASSISTANCE PROGRAMS

The following elements represent the basis for the counselling services for City of Toronto Local 416 members.

1. Joint Advisory Committee

The committee will be made up of three (3) union representatives, three (3) representatives of management and one (1) representative from the external provider(s), who shall play an advisory role only.

The committee will meet quarterly or more often as agreed to by the committee members (particularly in the early formation stage).

The role of the committee will be to:

- Participate in developing the program's employee orientation and communication strategy.
- Review aggregate statistical information regarding the program's utilization rates (e.g., average number of sessions provided per case, number of consultations and client satisfaction survey data).
- Review jointly, suggestions and concerns regarding EAP delivery.

2. Counselling Service Options

Local 416 members shall continue to have access to all internal EAP services as currently provided.

In addition to the internal EAP services, the following external EAP services will also be provided:

- individual, couple and family counselling, with associated referrals to community resources for specialized services;
- legal advisory and financial advisory services;
- after hours emergency services;
- referrals arising from counselling will continue to be governed by the existing practice and benefit provisions of the Collective Agreement;
- child care and elder care advisory services will be provided externally or internally based upon an assessment made by the selection panel;
- any enhancements or improvements mutually agreed to by the parties.

The external provider(s) of the above services will be selected through the City's RFP process. Members of the Joint Advisory Committee (minus the external provider(s)) will determine the content of the RFP and will act as the members of the selection panel.

3. Access to Services

Communication about Services

There would be one pamphlet with both telephone numbers clearly set out for the EAP services, with both providers clearly referenced.

All communication would provide information on all services, but the communication would also make it clear that the employee has the choice of whether to use an external or internal provider.

4. Confidentiality

Confidentiality is a cornerstone of the EAP. In an ongoing effort to ensure the highest standard of confidentiality, it is agreed that the City's EAP counselling staff, and the external counselling staff, and any documents, notes, electronic or otherwise, in their possession, shall be maintained as confidential, and will not be requested or provided for any grievance/arbitration proceeding.

5. Program Review

A joint review will take place two years after the date of implementation of the external program for the purpose of evaluating the utilization and success of the counselling options for Local 416 members. This joint review may take place earlier than the expiry of the two years at the request of either party.

It is understood that no changes to this document's provisions may be made by either party without the agreement of both parties.

LETTER OF AGREEMENT

FORMER INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 793 MEMBERS

This Renewal/Extension Letter of Agreement (the "Letter") shall apply to those members identified below of T.C.E.U. Local 416 who were formerly members of IUOE Local 793 and who were employed by the City of Toronto

as of August 31, 2000. This Letter shall terminate with the expiry of the Collective Agreement between T.C.E.U., Local 416 and the City of Toronto.

Health-Pension Plan

1. Employees covered by this Letter shall remain in the IUOE Local 793 Members Life and Health Benefit Trust of Ontario and the IUOE Local 793 Members Pension Benefit Trust of Ontario for so long as they remain employed with the City of Toronto.
2. The amount of monies to be paid by the City in respect of the above Benefit and Pension Plans shall be an amount per hour for each hour worked by each employee, as set out in this Letter of Agreement:
 - Benefit Plan: \$2.77 per hour (Retroactive to January 1, 2005)
 - Pension Plan: \$5.19 per hour
3. Any contributions in excess of the above amounts shall be borne by the individual employee.
4. These monies shall be remitted in accordance with this Letter of Agreement to the IUOE Local 793 Members Life and Health Benefit Trust of Ontario and the IUOE Local 793 Members Pension Benefit Trust of Ontario in accordance with those Agreements.
5. The Union (T.C.E.U. Local 416) agrees to hold harmless and indemnify the City against any liability incurred as a result of contributions made in accordance with this Letter.
6. The employees covered by this Letter of Agreement shall not participate in the following Benefits with the City of Toronto:
 - Article 14: Sick Pay
 - Article 15: Sick Pay Gratuity
 - Article 16: Extended Health Care/Dental/Group Life and Long Term Disability Insurance
 - Article 17: Pensions and Retirement
7. The City will schedule a meeting with Local 416 representatives and the employees covered by this Letter to provide them with information on the benefits and pension plans provided to Local 416 employees and to discuss the possibility of moving to a bi-weekly payment system.

IUOE Membership

It shall be the responsibility of the employees covered by this Letter to maintain their membership in IUOE Local 793 in order that they be eligible to participate in the IUOE Local 793 Life and Health Benefit Trust and the IUOE Local 793 Pension Benefit Trust.

Clarity Note: Statutory Holidays and Vacation

Employees covered by this Letter shall be entitled to Designated Holidays and Vacation in accordance with the provisions of the Collective Agreement between T.C.E.U., Local 416 and the City of Toronto.

Employees covered by this Letter of Agreement are named in the Memorandum of Agreement signed by the parties July 10, 2005.

LETTER OF AGREEMENT

HOUSING

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

between the former Cityhome and the former Metropolitan Toronto Civic Employees' Union, Local 43.

4. Resident Superintendents and Resident Assistant Superintendents shall be on call to cover emergencies on a regularly scheduled basis in their regular work location and when called, shall work as necessary to facilitate or correct the emergent situation. "Emergency" shall mean fire, flood, mechanical breakdown, power failure, activation of fire alarm system, elevator breakdown, lack of heat, or other situations which can reasonably be determined to adversely affect the life safety of the occupants.

LETTER OF AGREEMENT

JOINT COMMITTEE FOR APPRENTICESHIP/SKILLED TRADES

PREAMBLE

1. The City and the Union have indicated their mutual interest in advancing continuous learning for employees through education and training. The parties agree that employee training and development through apprenticeship and certificate programs have positive effects on quality of work, productivity and morale and result in expanding employee knowledge and improving their sense of accomplishment and contribution.
2. Accordingly, the parties have agreed to establish a Joint Committee for Apprenticeship and Skilled Trades. The Committee shall be comprised of no more than three (3) representatives from the Union and no more than three (3) representatives from the City. Both parties agree to appoint persons with the required expertise in Apprenticeships and Skilled Trades development to this Committee.
3. Each Union member on this Apprenticeship and Training Committee shall suffer no loss of pay, benefits or service and seniority during time spent on the Committee.
4. The Committee shall meet at the request of either party.

DUTIES OF THE COMMITTEE

The duties of the Committee shall include but not be limited to:

- Exploring options including apprenticeship and certificate programs, in response to operational requirements.
- Overseeing the development of the program, including content and the protocol.
- Coordinating programs and liaising with other joint Divisional Apprenticeship and Training Committees to ensure consistent practices.
- Reviewing and evaluating programs and making recommendations to the appropriate Division Head responsible for the program.
- Liaising with college/training institutes, ministry, etc. involved in administering program(s).
- Research grant opportunities and development of the skilled trade and apprenticeship program for Local 416 employees.

LETTER OF AGREEMENT

JOINT COMMITTEE TRAINING AND DEVELOPMENT

PREAMBLE

1. The City and the Union have indicated their mutual interest in advancing continuous learning for employees through education and training. The parties agree that employee training and development programs have positive effects on quality of work, productivity and morale and result in expanding employee knowledge and improving their sense of accomplishment and contribution.
2. Accordingly, the parties have agreed to establish a Joint Committee to meet, discuss and make recommendations that will lead to the development and implementation of career development options, plans, programs and initiatives. The Committee shall be comprised of no more than three (3) representatives from the Union and no more than three (3) representatives from the City.
3. Each union member on this Training and Development Committee shall suffer no loss of pay, benefits or service and seniority during time spent on the Committee.
4. The Committee shall meet at the request of either party.

DUTIES OF THE COMMITTEE

The duties of the Committee may include, but shall not be limited to:

- Identifying of current and future training needs and career development paths for employees within Local 416 based on operational needs.
- Identifying the availability of and access to such programs as preparation for job calls, resume writing, preparation for interviews for Local 416 employees.
- Identifying available assistance for employees experiencing issues related to the training programs and/or learning challenges.
- Identifying and making recommendations on any systemic barriers to accessing training programs.
- Identifying on-the-job-training initiatives in the City, evaluating initiatives, and making recommendations to expand the practice where applicable.
- Participating in the evaluation of training or development of programs offered to employees in Local 416. Making any recommendations for change or improvement to the appropriate Division Head.
- Liaising with colleges, boards of education, training institutes, appropriate provincial and/or federal ministries, regarding the development of training programs or issues related to the administration of a particular program, where relevant.
- Liaising with the Employee Assistance Program provider regarding career counseling programs, and provide information and referrals to employees, where appropriate.
- Evaluating any City policies regarding tuition payment for Local 416 employees and making recommendations for change where applicable to the appropriate Division Head.
- Exploring available funding through various governmental agencies and ministries with a view to developing joint submissions for such funding where the Committee deems such submissions to be appropriate.

LETTER OF AGREEMENT

JOINT TRAINING

The City and the Union agree to meet within thirty (30) days of July 20, 2005 to commence joint union/management training on issues of common interest where identified. This joint training may include health and safety issues, collective agreement interpretation, grievance handling, conflict resolution, etc.

LETTER OF AGREEMENT

LANGUAGE HOUSEKEEPING

The parties agree to meet prior to the printing of the Collective Agreement in order to identify and discuss any housekeeping issues that may be required. In the event of a dispute between the parties, it is agreed that there will be no change to the signed-off language agreed to during the negotiation process.

LETTER OF AGREEMENT

LEGISLATIVE CHANGES

Prior to the implementation of any legislative changes, the City and the Union agree to consult with each other with the aim of developing a plan of action to deal effectively with the impact of such legislation.

LETTER OF AGREEMENT

PLANT TECHNICIANS AND PLANT TECHNICIAN TRAINEES

This Letter of Agreement is without prejudice and precedent to the Collective Agreement and to the parties' positions in any other forum and shall only apply to existing Plant Technicians and Plant Technician Trainees who are employed as of July 20, 2005.

Change of the title "Trainee" Classification

On July 20, 2005, the current classification Plant Technician Trainee will be changed to Developmental Plant Technician.

For the new classification of Developmental Plant Technician, rates of pay will correspond with current rates of pay applicable to Plant Technician Trainee based upon the licence levels OIT/1, 2, 3.

Progression through Licence Levels

As of July 20, 2005, employees in the classification of Plant Technician and Developmental Plant Technician shall progress to the next licence sub-group once they have provided proof that they have passed the required examination for that level and that they have acquired the requisite number of hours of experience and are able to obtain a valid licence issued by the Ministry of the Environment (MOE).

The parties further agree that any employee who provided proof that they passed the required examination to progress to the next licence subgroup between the period of November 1, 2004 and July 20, 2005, will progress to the next subgroup and be compensated retroactively in accordance with the above-noted paragraph.

Employees in possession of grandparented licences as of January 1, 2005

All employees holding Wastewater Treatment grandparented licences shall write the exam with the Ministry of the Environment for the appropriate level of licence during the term of this Collective Agreement.

Plant Technicians and Developmental Plant Technicians holding a Wastewater Treatment grandparented licence, will be recognized by the City and it will fulfill all requirements of the Regulation unless those regulations are amended. However, all parties will encourage grandparented Plant Technicians and Developmental Plant Technicians to write and pass the Ministry of Environment exam for the appropriate level of licence during the term of this Collective Agreement. In addition, the parties will encourage all Developmental Plant Technicians to progress through the licence levels forthwith in order to obtain full Plant Technician classification.

All employees holding grandparented Water Treatment licences will be required to re-certify by written examination with the Ministry of the Environment for the appropriate level of licence, by May 14, 2006, as required by Regulation 128/04. In the event that the Regulation is amended to allow extensions for compliance, these amendments will be extended to employees holding a Water Treatment licence. The provisions of the Regulation with respect to writing the exam will be extended to all employees holding a Water Treatment licence. In addition, the parties will encourage all Developmental Plant Technicians to progress through the licence levels forthwith in order to obtain full Plant Technician classification.

Grandparented employees who prepare to write the examination shall continue to be provided with assistance in preparing for the examination by taking advantage of any of the following:

- Study Sessions
- One-on-One Training with a Technical Trainer
- Taking Mock Exams
- Enrolling in a correspondence course from California State

- General Education Diploma preparation programs
- Any other new initiatives put in place to support employees in writing their exam(s).

The City agrees to pay any costs for training and/or tests that are pre-approved by the City.

If any permanent employee has not passed the required examination and has exhausted his options under the Regulation 128/04, or decides not to pursue the higher level licence, he shall have the option to access his redeployment rights in Article 28.

Permanent employees who wish to exercise their redeployment rights under Article 28 and who notify the City by March 1, 2006, shall have the 30-day retraining period as outlined in clause 28.11(a) extended to 60 days.

Training

The City shall continue to provide training as identified in the applicable legislation, including Operator in Charge (OIC) experience to all employees as of July 20, 2005 in the position of Plant Technician and the new classification of Developmental Plant Technician.

In addition, the City will make reasonable efforts to support and facilitate other training, to obtain Continuing Education Units (CEU), plus support employees pursuing their MOE licence with any costs for any training and/or tests that are required, as pre-approved by the City.

Within 90 days of July 20, 2005, the parties agree to jointly review and confirm all Continuing Education Units (CEU), and Operator In Charge (OIC) hours as recorded in existing records held by Toronto Water for Plant Technicians and Developmental Plant Technicians within the Wastewater Treatment facilities.

This commitment to training shall remain in effect during this Collective Agreement.

Any positions arising in the Plant Technician classification after July 20, 2005 will be filled in accordance with any training or apprenticeship program as may be agreed upon between the parties. Failing such agreement, vacancies will be posted in accordance with the Collective Agreement.

Prior to the implementation of any legislative changes, the City and the Union agree to consult with each other with the aim of developing a plan of action to deal effectively with the impact of such legislation.

LETTER OF AGREEMENT

TORONTO PORT AUTHORITY

The parties have agreement in principle on a Letter of Agreement regarding employment protection for Local 416 members employed at the Toronto Port Authority.

Without prejudice and subject to agreement on language, in the event of any downsizing or closing of the operation of the Toronto Port Authority, resulting from the City's actions, the City will agree to allow those current Local 416 members to bring their seniority rights and they would be bound in full by the City's Collective Agreement with Local 416.

LETTER OF AGREEMENT

VIDEO SECURITY SURVEILLANCE; GLOBAL POSITIONING SYSTEMS (GPS) & AUTOMATED VEHICLE LOCATION SYSTEMS (AVL)

The City will notify the Union when video security systems and GPS/AVL systems are used in the work locations or fleets of vehicles where Local 416 employees regularly work.

Uses for video security systems include the protection and safety of employees, members of the public, customers and City assets and property. GPS/AVL systems have been utilized to evaluate routing capabilities, to respond to anomalies on routes, improve customer service and improve health and safety.

The City will consult with the Union within the first year of the Collective Agreement on the development of the policy with respect to Video Security Surveillance and a policy on GPS/AVL systems.

MEMORANDUM OF AGREEMENT

Fleet Services Automotive Mechanic Apprenticeship – Two-Year Pilot Program

The following are the terms and conditions, which apply to the establishment of a Two-Year Pilot Apprenticeship Program in Fleet Services for Automotive Mechanics. Such program is permitted in accordance with the "Apprenticeship and Certification Act, 1998".

1. This Agreement is without prejudice or precedent to any other agreement between the parties with respect to any other apprenticeship program.
2. The parties agree to implement a Two-Year Pilot Apprenticeship Program in Fleet Services, commencing January 1, 2005.
3. The pilot program will be offered to the current incumbents in the position of Garage Servicer. Employees in this classification will be offered entry into the program in order of seniority. Management will post a notice for Garage Servicers to apply for the pilot program. Hence, employees in this classification will be given first consideration for the pilot program.

Where there is an insufficient number of Garage Servicer applicants to the pilot program, at present and in the future, vacancies in the Apprentice Mechanic position will be posted in accordance with the Collective Agreement.

4. Garage Servicers who are selected for the pilot program have the option of declining the offer. Garage Servicers who decline entry into the program, shall have the option to remain in their current classification.
5. Prior to the application of paragraph #6, employees in the classification of Garage Servicer, who enter into the pilot program, shall continue to be paid their current rate.

Prior to the application of paragraph #6, employees other than Garage Servicers who enter the pilot program by way of a job posting, will receive the rate of the Apprentice Mechanic 1st Year (as specified below in this Agreement).

6. Notwithstanding paragraph #5 above, the Ministry of Training, Colleges and Universities (MTCU) will determine the years of credit in the apprenticeship pilot program, based on the employee's qualifications, experience, and/or exam. Based on this determination, the employees will be placed in the appropriate wage level of the pilot program.
7. The December 31, 2004 remuneration range for the Apprentice Mechanic in this Agreement will be as follows:

Apprentice Mechanic 1st Year	\$ 24.15
Apprentice Mechanic 2nd Year	\$ 24.73
Apprentice Mechanic 3rd Year	\$ 25.59
Apprentice Mechanic 4th Year	\$ 26.16
Apprentice Mechanic 5th Year	\$ 27.31
Apprentice Mechanic 6th Year	\$ 28.19
Apprentice Mechanic 7th Year	\$ 28.75
Auto Mechanic 2	\$ 29.15

Any negotiated or awarded wage adjustments will be applicable to these rates.

8. The City, in consultation with the Ministry will assist the Garage Servicers who do not meet the legislative requirement (Grade 12 or equivalent). Garage Servicers will be provided with assistance through the City's Tuition Reimbursement Program. The Garage Servicer's shift may be rescheduled to accommodate the courses and/or classes required by the Ministry.
9. Should there be a requirement for Automotive Mechanics 2, the vacancy(ies) will be posted in accordance with the Collective Agreement. Employees who have completed the pilot program and are in receipt of the Automotive Service Technician Certificate and Truck and Coach Technician Certificate, will be given first consideration, in order of seniority, for such vacancy(ies). Should there be any additional Automotive Mechanic 2 vacancies, consideration will then be given to Local 416 members in accordance with the terms of the Collective Agreement.
9. (a) A Garage Servicer who does not complete the program, for any reason, shall return to the Garage Servicer classification with the associated wage rate. Should a Garage Servicer return to his/her classification, it is understood that the associated funding for the position returns to the Garage Servicer classification.
9. (b) An employee, other than a Garage Servicer, who applies to the pilot program through a posting and who does not complete the program, for any reason, shall be placed in a classification at the same or equivalent rate of pay as the employee occupied prior to entering the pilot program, including any negotiated increases.

10. An employee who is removed from the pilot program shall have the right to grieve removal from the program.
11. The parties agree that the rates contained in this Agreement are without prejudice to the parties' positions with respect to any Job Evaluation or other process.
12. This Agreement shall be enforceable through the grievance and arbitration procedure.
13. This Agreement and all of its terms will remain in full force and effect for two (2) years and specifically shall expire no earlier than two (2) years after the first employee enters the Fleet Services Automotive Mechanic Apprenticeship Two-Year Pilot Program, unless the parties agree otherwise. Further, the parties agree to meet 3 months prior to the expiration of this Agreement to discuss its terms.

Dated this 9th day of June, 2004

SCHEDULE 3

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

- 1.01 No claim for sick leave will be entertained for sickness of an employee occurring outside the Province of Ontario until the employee returns to the Province and provides medical evidence satisfactory to the Employer concerning the period for which sick leave payment is claimed. In the event that the employee is unable to return to the Province, application for sick leave shall be entertained by the Human Resources Division. Such leave shall not be unreasonably withheld.
- 1.02 All employees who are unable to perform their job duties due to a non-compensable injury or illness, shall be entitled to income protection in accordance with the following:
 - Wage coverage from the first day of absence when medically verified that the employee is hospitalized.
 - Wage coverage from the first day of absence when an employee sustained a non-compensable, medically verified, injury.
 - Wage coverage from the fourth day of absence, if due to a certified illness.
- 1.03 All employees covered by the 1/1/4 plan, provided they have in excess of one (1) year of seniority on January 1, will be provided

with five (5) paid days to offset the waiting period. Employees with less than one year of seniority will be credited with these days the following January. These days will not carry over from year to year.

- 1.04** The 1/1/4 plan will provide up to six months wage protection for each separate medically certified non-occupational illness/injury.
- 1.05** Should an employee return to work from a non occupational illness/injury and within twenty (20) consecutive working days, suffer a reoccurrence as defined by the employee's medical physician, such an occurrence will be deemed to be as if this employee had been off on the first absence. Total coverage shall not be greater than the total of the first absence and reoccurrence up to a maximum of six (6) months.
- 1.06** In the event the employee returns to work for more than twenty (20) consecutive working days, and again is absent, the absence will be treated as an "unrelated absence."
- 1.07** The Employer agrees to pay any employee the costs for a medical examination for the purposes of maintaining a Class "A" License provided that the costs of this are not covered by any other insurance plan. The employee will be required to produce an appropriate billing from the medical examination before reimbursement is made.
- 1.08** This Schedule applies to all former Etobicoke employees who, as of October 5, 1999, are enrolled in the former Etobicoke Short Term Wage Protection Plan (1/1/4).

SCHEDULE 4

SHORT TERM DISABILITY PLAN (FORMER YORK)

- 1.01** All employees are provided with seven (7) incidental days which are non-cumulative and reinstated each year.
- 1.02** All employees with three (3) months' service are provided with income protection for a full twenty-six (26) weeks. This coverage ranges from seventy-five per cent (75%) to one hundred per cent (100%) of salary based on length of service.

- 1.03** An employee with less than ten (10) years' service, who elected to be covered under the Short Term Disability Plan, would be covered as follows:
- a) Sick leave credits are frozen and are held until the employee completes ten (10) years of continuous service.
 - b) Upon completion of ten (10) years' continuous service, up to one hundred and thirty (130) days become vested and will be paid out at 100% of current salary upon resignation, retirement or death.
 - c) Upon the completion of ten (10) years' continuous service, any accumulated sick days of one hundred and thirty-one (131) or over will be paid out at 2/3 of current salary rates.
- 1.04** An employee with ten (10) years' service or more, who elected to be covered under the Short Term Disability Plan, would be covered as follows:
- a) Sick leave credits are frozen.
 - b) Sick leave credits of 131 days and over are paid out according to the pay-out schedule.
 - c) Sick leave credits up to 130 days will be paid at 100% of current salary upon resignation, retirement or death.

1.05 SHORT-TERM DISABILITY PLAN

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

The key features are as follows:

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

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

b) PART B

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

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

c) SCHEDULE

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

1.06 Employees who have frozen sick leave credits of 130 days or less, and have used their 26 weeks Short-Term Disability coverage, may

upon individual application, utilize these banked sick leave credits for additional sick coverage.

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

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

1.08 TEMPORARY AND STUDENT EMPLOYEES

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

1.09 PAY-OUT FOR SICK LEAVE CREDITS OVER 130 DAYS

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

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

OPTION A

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

- iii) On December 1, 1984:
remainder owing at the rate of pay in effect on December 1, 1984.

OPTION B

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

- 1.10** This Schedule applies to all former York employees who, as of October 5, 1999, are enrolled in the former York Short Term Disability Plan.

MEMORANDUM ITEM ONLY

September 16, 2002

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

Dear Mr. Cochrane:

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

Yours truly,
(signed)

William Adams
Director, Employee and Labour Relations

Dated at Toronto this 10th day of July, 2005

For the Union

Original Signed by

“Brian Cochrane”

“Bill Guthrie”

“Mark Ferguson”

“Jon Richard”

“Peter Ouellette”

“Jerry Dobson”

“James Innes”

“Ken Fanjoy”

“Frank Derenzis”

“Patrick M. Kemp”

“William Tracy”

“Dave Hewitt”

“Darin Jackson”

For the City

Original Signed by

“William Adams”

“Rhonda Hamel-Smith”

“Mike Wiseman”

“Tracey Wallace”

“Kathleen Figueroa”

“Carol Cormier”

“Lisa Iacampo”

“Steve Plaskos”

“Rahim Shamji”

“Carol Ellis”

“Roy Suthons”

“Alan Moore”

“Garth Knox”

“Sue Smith”

SCHEDULE "A" WAGES

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Labourer 3/Student	New				\$17.50	\$18.07	\$18.66	\$18.80
Ticket Collector	Metro	Ticket Collector	\$17.90	\$18.39	\$18.94	\$19.56	\$20.20	\$20.35
Custodian 3	Toronto	Yardman/Woman/ Cleaner	\$17.90	\$18.39	\$18.94	\$19.56	\$20.20	\$20.35
	Scarborough	Janitor						
	E. York	Facilities Cleaner						
	Scarborough	Housekeeper						
	Cityhome	Cleaner						
	Cityhome	Cleaner Rehabilitation Program						
Engineering Students Wrkg as Const Insp (1)	Etobicoke	Engineering Stdnts W/kg as Constrc Inspct.	\$18.01	\$18.51	\$19.07	\$19.69	\$20.33	\$20.48
	Etobicoke	Intermed. Const. Inspct. p/t						
	Etobicoke	Intermed. Const. Inspct. p/t						
Labourer 2	North York	Worker Parks	\$19.32	\$19.85	\$20.45	\$21.11	\$21.80	\$21.96
	Toronto	Core Drill & Concrete Saw Operator's Helper						
	Scarborough	Flusher Helper						
	Toronto	Labourer Street Shop						
	Toronto	Handyman/woman Streets Shop						
	Toronto	Labourer Catch Basin Cleaning						

(1) Rate to be negotiated –see Job Evaluation Award

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Labourer 2	Toronto	Labourer Property Maintenance						
	Toronto	Labourer Forestry						
	Toronto	Labourer MM & S						
	Toronto	Labourer Bulk Lift						
	East York	Transportation Labourer						
	North York	Labourer						
	Toronto	Labourer Asphalt Patch Crew						
	Toronto	Labourer Surface						
	Toronto	Labourer Parks						
	Toronto	Labourer Parks						
	Toronto	Labourer Shop						
	Toronto	Labourer Machine Shop						
	Toronto	Labourer Litter Picker						
	Toronto	Labourer Street Cleaning						
	Toronto	Labourer Manual Cleaning						
	Scarborough	Labourer						
	Etobicoke	Handyperson						
	Metro	Labourer						
	Toronto	Collector Parking Meter						
	East York	Sanitation Labourer/Litter Crew						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Labourer 2	Toronto	Labourer Street Flushing						
	Toronto	Handyman/women's Helper (Sewer Flow Recorder)						
	Toronto	Labourer- Public Works						
	York	Labourers						
	York	Class 4						
	York	Temp. Class 4 Maintenance						
	Etobicoke	Labourer						
	North York	Probationary Labourers – Casual						
	Scarborough	Probationary Labourers (90 days)						
	Leaside M.G	Labourer (Memorial Gardens)						
	Leaside	Labourer						
Labourer 2/Student	North York	Student Labourer	(2)					
	York	Student – Parks & Rec						
	York	Student Employees – Outside						
	Scarborough	Student Labourer						
	East York	Summer Student – Outside						
	East York	Summer Student – Outside						

(2) Refer to 29.10 and Article 7 – Memorandum Item

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Watchperson	Metro	Property Patroller Gr 1	\$19.32	\$19.85	\$20.45	\$21.11	\$21.80	\$21.96
	Toronto	Watchman						
	Toronto	Watchman/woman						
	Metro	Bldgs & Ground patroller Gr. 2						
	York	Yard or Dump Watchman						
Landfill Operator	Metro	Landfill Operator	\$19.32	\$19.85	\$20.45	\$21.11	\$21.80	\$21.96
Yard Attendant 2	Scarborough	Service Centre Attendant	\$19.94	\$20.49	\$21.10	\$21.79	\$22.50	\$22.67
	Toronto	Yardman/Woman Gas Pump Attendant						
	Metro	Yard Attendant						
	Etobicoke	Scale Operator						
	Toronto	Watchman/Woman Gas Pump Attendant						
	Toronto	Yardman/Woman – General						
	Toronto	Gas Pump Attendant						
Transfer Station Operator	Metro	Transfer Station Operator	\$19.94	\$20.49	\$21.10	\$21.79	\$22.50	\$22.67
Deckhand	Metro	Deckhand	\$19.94	\$20.49	\$21.10	\$21.79	\$22.50	\$22.67
Light Equipment Operator 2	New		\$19.94	\$20.49	\$21.10	\$21.79	\$22.50	\$22.67
Custodian 2	N. York	Worker (Parks)	\$20.20	\$20.76	\$21.38	\$22.07	\$22.79	\$22.96
	Metro	Caretaker Gr 2						
	E. York	Facilities & Pool Operator II						
	Toronto	Caretaker						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Custodian 2	Toronto	Caretaker						
	Toronto	Caretaker – Scadding Court						
	Metro	Caretaker						
	N. York	Caretaker – Memorial Hall						
	THB	Facilities Operator						
	Metro	Project Custodian						
	Cityhome	Superintendent Resident						
	Etobicoke	Janitor						
	Cityhome	Non-Resident Superintendent (Red-Circled)						
	Cityhome	Non-Resident Superintendent						
	Cityhome	Assistant Resident Superintendent						
	Cityhome	Part-time Superintendent						
	N. York	Caretaker						
	York	Hall Caretaker						
Courier	N. York	Courier – Parks & Rec	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
	N. York	Worker (Parks)						
	Toronto	Material Supply Driver						
	Toronto	Mail Car Driver						
	Toronto	Mail Car Driver – MM&S						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
<i>Courier</i>	Toronto	Mail Car Driver – Operations						
	Metro	Stores Driver						
General Handyworker 3	Scarborough	Handyman	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
	North York	Worker (Clerks)						
	North York	Maintenance & Constr Craftsperson						
	York	Handyman						
	Metro	Handy Worker Gr 3						
	Toronto	Maintenance Labourer						
	Toronto	City Hall Handyman/woman						
	Toronto	Handyman						
	Toronto	Handyman/woman Special Events						
	Cityhome	Maintenance Worker						
Combustible Gas Inspectors Helper	Toronto	Combustible Gas Inspector Helper	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
Parks Handyworker 3	Metro	Handyworker Gr 3	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
	York	Class 3 Semi-skilled Tradesman						
	Toronto	Senior Labourer – Parks						
	Metro	Park Attendant						
	East York	Parks Attendant						
	Cityhome	Groundskeeper/Driver						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Patroller 2	Toronto	Inspector Hydrant	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
Utility Servicer 2	Scarborough	Meter Tester Helper	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
	Toronto	Technician's Helper Water Meter						
	Etobicoke	Sand Blasting Machine Operator						
Light Equipment Operator 1	New		\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
Yard Attendant 1	Toronto	Yard Attendant	\$20.88	\$21.45	\$22.09	\$22.81	\$23.55	\$23.73
Animal Attendant	Toronto	Zoo Attendant	\$20.88	\$21.45	\$22.09	\$22.81	\$23.55	\$23.73
	Toronto	Farm Attendant						
	N. York	Pound Attendant						
	Metro	Farm Attendant						
Arena Pool Operator 2	N. York	Worker (Parks)	\$20.88	\$21.45	\$22.09	\$22.81	\$23.55	\$23.73
	Toronto	AIR Labourer/Driver						
	Toronto	Refrigeration Compressor Op. – Lab Trainee						
	Scarborough	Arena Attendant						
	E. York	Facility Operator – Arena						
	Toronto	Artificial Ice Rink Labourer						
	Leaside	Arena Operator (Leaside)						
	Etobicoke	Arena Maintenance Grade 2						
	E. York	Facilities Operator 1						
	York	Arena Operator 2						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Labourer 1	Scarborough	Labourers	\$20.88	\$21.45	\$22.09	\$22.81	\$23.55	\$23.73
	Etobicoke	Labourer						
	York	Labourers						
	North York	Labourer						
	Scarborough	Labourer						
	Toronto	Labourer Underground						
	East York	Utilities Labourer						
Materials Management Clerk 2	Scarborough	Stockkeeper	\$20.88	\$21.45	\$22.09	\$22.81	\$23.55	\$23.73
	Scarborough	Stock Clerk						
	Scarborough	Stock Clerk (Parks)						
	East York	Parks Maintenance & Equip Control						
	Toronto	Shop Storekeeper & Tool Repair						
	Etobicoke	Stores Person Gr 1						
	North York	Stockkeeper Gr 2 (Yards)						
	North York	Stockkeeper (Yards)						
	Metro	Stockkeeper						
	Toronto	Storekeeper						
	Toronto	Storekeeper						
	Scarborough	Tool Crib Attendant						
	Toronto	Storesman/woman						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Materials Management Clerk 2	Toronto	Equipment Custodian						
	Toronto	Stockkeeper- Operations						
	East York	Storekeeper						
	Etobicoke	Storeperson Gr 2						
	Toronto	Stockkeeper MM & S						
	Toronto	Storekeeper						
Water Handyworker 4	Toronto	Handyman/woman Helper Hydrants & Valves	\$20.88	\$21.45	\$22.09	\$22.81	\$23.55	\$23.73
	Toronto	Handyman/woman Helper Water Valve Mtnc.						
	Toronto	Cleaner Sewer						
	York	Scrubber Assistant						
	Metro	Handy Worker Gr 3						
	East York	Utilities Maintenance Crew (Sewers)						
Asphalt Concrete Worker 2	Toronto	Truck Driver – Asphalt Patch Crew	\$21.25	\$21.83	\$22.48	\$23.21	\$23.96	\$24.14
	Scarborough	Form Setter						
	Metro	Asphalt & Concrete Finisher						
	Toronto	Asphalt & Concrete Finisher						
	E. York	Transportation Asphalt/ Concrete Crew						
	Scarborough	Cement Finisher						
	Scarborough	Asphalt Raker						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Asphalt Concrete Worker 2	York	Cement Finisher						
	York	Asphalt Raker						
	York	Pitch & Tamperman						
	Etobicoke	Concrete Finish/Formset						
	Etobicoke	Asphalt Raker						
Truck Driver	Scarborough	Operator Track with Sandblaster	\$21.25	\$21.83	\$22.48	\$23.21	\$23.96	\$24.14
	North York	Turf Maintenance (Parks)						
	Scarborough	Truck Driver 2.5 T & over						
	York	Tandem Truck Operator						
	Metro	Truck Driver						
	East York	Parks Maintenance Crew						
	Toronto	Truck Driver Pollution Control						
	Toronto	Truck Driver Street Cleaning						
	Toronto	Truck Driver/Washer (Light Duty)						
	Toronto	Truck Driver General						
	Toronto	Truck Driver Property						
	Toronto	Truck Driver Sewer Services						
	Toronto	Truck Driver Forestry						
	Toronto	Truck Driver Parks						
	North York	Worker Parks						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Truck Driver	North York	Light Equipment Operator						
	Scarborough	Truck Driver Hazardous Materials						
	York	Equipment Operator Medium						
	York	Light Equip. Operator – Sanitation						
	Toronto	Driver/Labourer						
	Toronto	Truck Driver Emergency Services						
	East York	Parks Truck Driver						
	Etobicoke	Parks Operator						
	Scarborough	Operator Parks – Tractor						
	Scarborough	Truck Driver 2.5 T						
	York	Dredger Assistant						
	York	Equipment Operator Light						
	Etobicoke	Truck Driver 2 (10K & over)						
	Etobicoke	Truck Driver 3 (10K GVW)						
Fabric Assembler & Repairer	Toronto	Fabric Assembler and Repair	\$21.25	\$21.83	\$22.48	\$23.21	\$23.96	\$24.14
Arborist 3	Toronto	Groundworker – Forestry (Supernumery)	\$21.25	\$21.83	\$22.48	\$23.21	\$23.96	\$24.14
	Etobicoke	Forestry Handyperson						
	York	Arborist in Training						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Arborist 3	Toronto	Parks Pruner						
Ski Center Servicer	North York	Ski Center Servicer	\$21.25	\$21.83	\$22.48	\$23.21	\$23.96	\$24.14
Greenskeeper	New		\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
Garage Servicer	Toronto	Equipment Servicer	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
	Scarborough	Lubricator						
	N. York	Garage Servicer (Auto Equip)						
	Scarborough	Greaser						
	E. York	Fleet Service Crew						
	Toronto	Handyman/woman Vehicle Service						
	Etobicoke	Automotive Service Person						
	E. York	Handyman/Woman - Vehicle						
Gardener 2	Toronto	Greenhouse Gardener	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
	Toronto	Greenhouse Driver						
	Etobicoke	Grower Gr 2						
	York	Class 2 Tradesman (Horticulture)						
	York	Horticulturist in Training						
	E. York	Gardener 1						
	Etobicoke	Handyperson						
	Toronto	Outside Gardener						
	THB	Gardener						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Gardener 2	Metro	Gardener						
	Etobicoke	Gardener Gr 2						
General Handyworker 2	Toronto	Handyman/woman Gr 2 Machine Shop	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
	Toronto	Construction Handyman/ woman Property						
	Toronto	General Maintenance Worker						
	Etobicoke	Handyperson						
	Toronto	City Hall Maintenance Worker						
	Metro	Handy Worker Gr 2						
	York	Class 2 Tradesman						
	North York	M & C Craftsman						
Parks Handyworker 2	Toronto	Parks Maintenance Technician	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
	East York	Facilities Technician – Equip & Structure						
	Scarborough	Maintenance Man						
	New	Greenskeeper						
	Scarborough	Class 2 Tradesman Operator						
	Metro	Handyworker Gr 2						
Plant Maintenance Operator 2	Metro	Plant Operator Gr 2	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Traffic Handyworker 2	Toronto	Handyman/w/m's Helper Traffic Signs & Pavement	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
	East York	Transportation Traffic Crew 1						
	York	Traffic Handyman 2						
	York	Traffic Maintenance 2						
Wide Area Mower Operator	New		\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
Building Operator 2	Etobicoke	Building Maintenance Gr 2	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
	York	Maintenance Person						
Arborist 2	Toronto	Tree Pruner	\$22.09	\$22.70	\$23.38	\$24.14	\$24.92	\$25.11
	North York	Tree Climber						
	Metro	Arborist Gr 2						
	Scarborough	Arborist 1						
	Etobicoke	Tree Climber Gr 2						
	York	Arborist						
	Scarborough	Arborist						
Stationary Engineer 4th Class	Metro	Heat Treatment Operator	\$22.09	\$22.70	\$23.38	\$24.14	\$24.92	\$25.11
	Etobicoke	Maintenance Mechanic Gr 1						
	Metro	Assistant Heat Treatment Operator						
	Metro	Heat Systems Operator						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Stationary Engineer 4th Class	Toronto	4th Class Stationary Engineer						
	Etobicoke	Maintenance Mechanic Gr 2						
Driver-Loader – Solid Waste	North York	Recycling Operator	\$22.09	\$22.70	\$23.38	\$24.14	\$24.92	\$25.11
	North York	Truck Driver Fr End Garbage						
	North York	Driver Loader						
	Scarborough	Driver Loader – Tandem Axle						
	Toronto	Truck Driver Loader – MM & S						
	Toronto	Truck Driver MM & S						
	Toronto	Truck Driver – Bulk Lift (Supernumery)						
	East York	Recycling Truck Driver/Loader						
	Scarborough	Driver Loader						
	Etobicoke	Solid Waste Operator						
	Etobicoke	Recycling Operator						
	North York	Truck Driver (Side Loader)						
	North York	White Goods Driver						
	North York	Truck Driver (Garbage)						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Driver-Loader – Solid Waste								
	East York	Sanitation Truck Driver/Loader						
	Toronto	Truck Driver – Recyclable Material (Supernumery)						
	Toronto	Truck Driver Side Loader Operations						
	Etobicoke	Driver Loader – Tandem						
	Etobicoke	Driver Loader						
Arena Pool Operator 1	Scarborough	Arena Operator	\$22.25	\$22.86	\$23.55	\$24.32	\$25.11	\$25.30
	E. York	Equipment Operator II Rinks						
	N. York	A.I.R. Operator Grade 1						
	E. York	Facilities & Pool Operator III						
	E. York	Facilities Rink Operator (B ticket)						
	Toronto	Refrigeration Compressor Operator/Labourer M						
	York	Arena Operator 1						
	Toronto	Refrigeration Compressor Operator B						
	Toronto	Refrigeration Compressor Operator/Labourer P						
	Etobicoke	Arena Maintenance Grade 1						
	Leaside	Arena Operator (Leaside)						
	E. York	Facilities Rink Operator						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Arena Pool Operator 1	Leaside CC	Head Ice Technician						
Communications/Dispatch Clerk 2	Scarborough	Communications Clerk	\$22.25	\$22.86	\$23.55	\$24.32	\$25.11	\$25.30
	York	Dispatcher						
	Etobicoke	Radio Control Clerk						
	N. York	Dispatcher						
	E. York	Operation Security						
	York	Watchman						
Water Handyworker 3	Toronto	Leak Detection Technician Gr 2	\$22.25	\$22.86	\$23.55	\$24.32	\$25.11	\$25.30
	Toronto	Handyman/woman Hydrants & Valves						
	Toronto	Handyman/woman – Toronto Island Water Works						
	East York	Utilities Maintenance & Repairs Crew 1						
	Toronto	Handyman/woman Water Valve Maint						
	Toronto	Handyman/woman Pollution Control						
	Toronto	Maintenance/woman Sewage Pumping Stn						
	York	Water Serviceman						
	York	Sewer Serviceman						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Water Handyworker 3	York	Leadhand B						
	North York	SS Labourer (S.W & Rds Mtnc)						
	Scarborough	Night Patrol						
	Metro	Handy Worker Gr 2						
	Toronto	Handyman/woman Sewer Flow Recorders						
	Toronto	Handyman/woman Sewage Pumping Stns.						
	Etobicoke	Taping Machine Operator						
	Etobicoke	Sewage Lift Stations Maintenance						
	Etobicoke	Equipment Repair Person						
	Etobicoke	Hydrant Repair Person						
Yard Clerk 2	Scarborough	Yard Clerk	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
	Scarborough	Inquiry Clerk – General Services						
	Etobicoke	Clerk Works						
	N. York	Yard Clerk						
	Toronto	Mail Car Driver (D-Sur)						
	E. York	Operations Support Clerk						
	Toronto	Handyman/woman Unit Clerk & Shop						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Heavy Equipment Operator (HEO)	Toronto	HEO Underground	22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
	Toronto	Backhoe Operator						
	Toronto	HEO						
	North York	HEO						
	North York	HEO						
	North York	Sewer Jet Vac Operator						
	North York	Boom Truck Operator						
	Scarborough	HEO						
	Toronto	Boom Truck Operator						
	Toronto	HEO Boom & Front End Loader						
	Toronto	Truck Driver Heavy Water Meter						
	East York	Transportation HEO						
	Metro	Heavy Construction Equip Operator						
	Etobicoke	Equipment Operator 1						
	Scarborough	Tractor Trailer Driver						
	Toronto	HEO Street Cleaning						
	Metro	HEO						
	Toronto	Crane Truck Operator						
	Toronto	HEO Surface						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Heavy Equipment Operator (HEO)								
	Etobicoke	Truck Driver 1 (30K and over)						
	Etobicoke	Equipment Operator 3						
	York	Emergency Night Patrol						
	York	HEO						
	Etobicoke	Equipment Operator 2						
Bridge Worker	Metro	Bridge Worker	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
	Toronto	Bridgeman/woman						
Refuse Crane Operator	Metro	Refuse Crane Operator	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
Irrigation Technician	Scarborough	Irrigation Technician	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
Sign Maker	Scarborough	Signcraft Technician	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
	Toronto	Sign Maker – Operations						
	East York	Transportation Sign Maker						
	North York	Graphics Technician						
	York	Sign Painter						
	Toronto	Handyman (Sign Engraver)						
	Etobicoke	Sign Fabricator						
Traffic Counter Technician	Scarborough	Electronic Equip Repairman	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
	Toronto	Traffic Counter						
	Metro	Traffic Counter Technician						
Water Handyworker 2	North York	Leadhand – Closed Circ TV Oper	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Water Handyworker 2	Toronto	Hydraulic & Rodding Machine Sewer cleaning Operator						
	York	Water & Sewer Investigator						
	North York	Sr SS Labourer (Sewer Water)						
	Toronto	Handyman/Woman Sewer Cleaning						
	Scarborough	GL0/Spare Pump Operator						
	Scarborough	Gang Leader Operator						
	East York	Utilities Maintenance & Repairs Crew (Sewers)						
	Etobicoke	Camera Truck Operator						
	Etobicoke	Power Bucket Operator						
	North York	Patrol Worker						
	York	Emergency Service Technician						
	Etobicoke	Field Investigator – Utilities						
Utility Servicer 1	Scarborough	Water Meter Testers "A"	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
	North York	Waterworks Servicer Gr 2						
	Scarborough	Water Meter Testers "B"						
	Toronto	Technician Water Meters						
	East York	Water Revenue Inspector II						
	East York	Meter Technician						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Utility Servicer 1	York	Meter Technician						
	Toronto	Installer Heavy Water Meters						
	Toronto	Installer Light Water Meters						
	Toronto	Tester Water Meters						
	Toronto	Inspector Water Meters						
	Etobicoke	Water Meter Install/Repair						
	North York	Meter Readout – Installer Inspector						
	North York	Waterworks Servicer Gr 1						
	Etobicoke	Service Person – Utilities						
	York	Meter Repairman						
	Etobicoke	Water Meter Install/Repair						
	York	Meter Maintenance						
Equipment Repair Technician	Metro	Equipment Repair Technician	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
Stationary Engineer 3rd Class	Toronto	3rd Class Stationary Engineer	\$23.00	\$23.63	\$24.34	\$25.13	\$25.95	\$26.14
	Metro	Assistant Heat Recovery Operator						
Recycling Operator – One Person		Recyclable Operator 1 Person	\$23.00	\$23.63	\$24.34	\$25.13	\$25.95	\$26.14
Yard Clerk 1	York	Yard Clerk	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
	Scarborough	Senior Yard Clerk						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Yard Clerk 1	East York	Operations Administration 2						
Building Systems Operator In Training	Scarborough	Building Systems Operator in Training	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
Fleet & Maintenance Technician (Rehab)	Metro	Fleet & Maintenance Technician	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
Communications/Dispatch Clerk 1	Scarborough	Sr. Communications Clerk	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
	Etobicoke	Senior Clerk (Radio Control)						
Parks Monitor	Etobicoke	Parks Monitor	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
Building Operator 1	North York	Building Maintenance Man/wm	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
	Toronto	Maintenance Technician						
	East York	Facilities Bldg Systems Technician						
	Metro	Building Operator						
	Etobicoke	Building Maintenance Gr 1						
Marine Engineer 2	Metro	Marine Engineer	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
	Metro	Marine Hoisting Engineer						
Asphalt Concrete Worker 1	Toronto	Handyman/woman Surface	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
	E. York	Transportation Surface Crew						
	Toronto	Handyman/woman Surface Asphalt						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Asphalt Concrete Worker 1	Toronto	Handyman/woman Surface Concrete						
	Etobicoke	Roads Leadhand						
Gardener 1	Toronto	Gardener Grower	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
	Scarborough	Senior Gardener						
	Toronto	Senior Outside Gardener						
	East York	Parks Gardener						
	Etobicoke	Grower Gr 1						
	Scarborough	Gardener Gr 1						
	York	Class 1 Lead Hand (Horticulture)						
	Etobicoke	Gardener Gr 1						
General Handyworker 1	Toronto	Bulk Lift Serviceman/woman	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
	Toronto	Handyman/woman Gr 1 Machine Shop						
	Metro	Handy worker Gr 1						
	York	Class 1 Leadhand						
Parks Handyworker 1	Toronto	Development & Maintenance Handyman/woman	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
	York	Class 1 Lead Hand						
	East York	Parks Maintenance & Repair Crew						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Parks Handyworker 1	East York	Parks Pesticide Crew						
	Scarborough	Gang Leader Operator						
	Etobicoke	Parks Lead Hand						
	Scarborough	Park Attendant						
	Cityhome	Landscape Leadhand						
Plant Maintenance Operator 1	Metro	Plant or Station Maint. Worker Gr 1	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
Plant Operator Grade 1	Metro	Plant Operator Grade 1	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
Traffic Handyworker 1	Toronto	Sr. Handyman/Woman Traffic Signs	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
	Toronto	Handyman/woman Traffic Signs & Pavement						
	East York	Transportation Traffic Crew II						
	North York	Semi-Skilled Labourer Traffic						
	North York	SS Labourer (Traffic)						
	Scarborough	Traffic Patrolman						
	Toronto	Core Drill & Concrete Saw Operator						
	York	Traffic Handyman 1						
	York	Traffic Maintenance 1						
	Etobicoke	Sign Erector						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Traffic Handyworker 1	Etobicoke	Paint Stripe Machine Operator						
Water Handyworker 1	Scarborough	Service Person	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
	Toronto	Handyman/woman Underground						
	Toronto	Technican Sewage Pumping Station						
	North York	Sr SS Labourer Waterworks Cent						
	East York	Utilities Maintenance & Repairs Crew II						
	Metro	Handy worker Gr 1						
	Scarborough	Sub-forman Technical						
	York	Lead Hand "A"						
	York	Water & Sewer Serviceman						
	York	Water & Sewer Service Technician						
	Etobicoke	Utilities Serviceperson						
	Etobicoke	Utilities Leadhand						
	Scarborough	Pump Station Operator						
	North York	Sr SS Labourer Waterworks						
Custodian 1	Metro	Project Superintendent	\$23.74	\$24.39	\$25.12	\$25.94	\$26.78	\$26.98
	Scarborough	Custodial Supervisor						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Custodian 1	N. York	Head Caretaker – Memorial Hall						
	N. York	Head Caretaker						
	Toronto	Head Caretaker						
	Metro	Caretaker Grade 1						
	Cityhome	Senior Resident Superintendent						
Landfill Site Controller	Metro	Landfill Site Controller	\$23.74	\$24.39	\$25.12	\$25.94	\$26.78	\$26.98
Small Engine Mechanic	East York	Fleet Mechanic (Small Engine)	\$24.16	\$24.82	\$25.56	\$26.39	\$27.25	\$27.45
	North York	Parks Equipment Repairer Gr 2						
	Scarborough	Small Equipment Repairman						
	Toronto	Equipment Custodian and Repairer						
	Toronto	Small Engine Technician						
	Etobicoke	Maintenance Mechanic Grade 1						
	Metro	Handy Worker Gr 1 (Parks)						
	York	Small Engine Technician						
	York	Small Engine Repairman						
	Etobicoke	Handyperson – Parks						
Electrical Technician	Toronto	Sound Technician	\$24.16	\$24.82	\$25.56	\$26.39	\$27.25	\$27.45

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
<i>Electrical Technician</i>	Toronto	Electrical Technician Traffic Counters						
	Toronto	Electrical Technician Traffic Devices						
	North York	Public Address Technician						
	North York	Electrical Servicer						
	Metro	Electrical Maintenance Worker GR 2						
Meter Reader	Scarborough	Meter Reader A	\$24.16	\$24.82	\$25.56	\$26.39	\$27.25	\$27.45
	North York	Senior Meter Reader						
	Scarborough	Meter Reader						
	North York	Meter Reader						
	East York	Water Revenue Inspector 1						
Training Technician								
Step 1	Metro	Training Technician	\$22.38	\$23.00	\$23.69	\$24.46	\$25.25	\$25.44
Step 2			\$22.88	\$23.51	\$24.22	\$25.01	\$25.82	\$26.01
Step 3			\$23.82	\$24.48	\$25.21	\$26.03	\$26.88	\$27.08
Step 4			\$24.64	\$25.32	\$26.08	\$26.93	\$27.81	\$28.02
Ambulance Liaison Officer								
Step 1	Metro	Ambulance Liaison Officer	\$22.38	\$23.00	\$23.69	\$24.46	\$25.25	\$25.44
Step 2			\$22.88	\$23.51	\$24.22	\$25.01	\$25.82	\$26.01
Step 3			\$23.82	\$24.48	\$25.21	\$26.03	\$26.88	\$27.08
Step 4			\$24.64	\$25.32	\$26.08	\$26.93	\$27.81	\$28.02
Leadhand	Scarborough	Assistant Foreman	\$24.64	\$25.32	\$26.08	\$26.93	\$27.81	\$28.02

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Leadhand	Scarborough	Chief Arena Operator						
	North York	CrewLeader						
	Etobicoke	Parks Maintenance Gr 2						
Leadhand – Mel Lastman Square	North York	Lead Hand (Mel Lastman Sq)	\$24.64	\$25.32	\$26.08	\$26.93	\$27.81	\$28.02
Leadhand Arborist	New	(3)	\$24.64	\$25.32	\$26.08	\$26.93	\$27.81	\$28.02
Animal Care & Control Officer 2	York	Animal Control Investigator	\$24.78	\$25.46	\$26.22	\$27.07	\$27.95	\$28.16
	Scarborough	Animal Care Officer						
	Toronto	Animal Control Officer						
	Toronto	Inspector Animal Control						
	Metro	Animal Control Officer						
	N. York	Animal Control Officer						
	Etobicoke	Animal Patrol Officer						
	E. York	Animal Care Worker II						
	E. York	Animal Care Worker I						
	Etobicoke	Temporary Animal Patrol						
Sub-Foreperson – Mel Lastman Square	N. York	(4)	\$25.02	\$25.71	\$26.48	\$27.34	\$28.23	\$28.44
Field Investigator – Roads	Etobicoke	Field Investigator – Roads	\$25.02	\$25.71	\$26.48	\$27.34	\$28.23	\$28.44
Greenhouse Foreperson	Etobicoke	Greenhouse Foreperson	\$25.02	\$25.71	\$26.48	\$27.34	\$28.23	\$28.44

(3) Former Arborist 1

(4) See Job Evaluation Award

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Crew Scheduler Step 1	Metro	Crew Scheduler	\$23.16	\$23.80	\$24.51	\$25.31	\$26.13	\$26.33
Step 2			\$23.65	\$24.30	\$25.03	\$25.84	\$26.68	\$26.88
Step 3			\$24.62	\$25.30	\$26.06	\$26.91	\$27.78	\$27.99
Step 4			\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
Oxygen Equipment Technician	Metro	Oxygen Equipment Technician	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
Tree Nursery Technician	Toronto	Tree Nursery Technician	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
Materials Management Clerk 1	York	Senior Storekeeper	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
	North York	Senior Storekeeper						
	Scarborough	Senior Stock Clerk						
	Etobicoke	Stores Keeper						
Auto Body Repairer	Toronto	Auto Body Repairer	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
	York	Spray Painter						
Locksmith	North York	Locksmith	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
	North York	Locksmith (Parks)						
Painter	Scarborough	M&C Craftsman (Painter)	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
	Metro	Painter						
	East York	Facilities Painter						
	Toronto	Painter General						
	North York	M & C Craftsperson						
Maintenance Mechanic Facilities	New		\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Developmental Plant Technician – 1		(5)	\$26.24	\$26.96	\$27.77	\$28.67	\$29.60	\$29.83
- 2			\$24.78	\$25.46	\$26.22	\$27.07	\$27.96	\$28.17
- 3			\$23.32	\$23.96	\$24.68	\$25.48	\$26.31	\$26.51
Inspector	York	Construction Inspc.	\$26.41	\$27.14	\$27.95	\$28.86	\$29.80	\$30.02
	York	Construction Inspc.						
	North York	Works Insp. (Engineering)						
	East York	Engineering Inspc. 40 Hours						
	Scarborough	Inspector						
	Etobicoke	Project Inspector						
	Etobicoke	Utilities Inspector						
	Etobicoke	Roads Inspector 1						
	Etobicoke	Roads Inspector 2						
Welder 3	North York	Welder/Fitter	\$26.41	\$27.14	\$27.95	\$28.86	\$29.80	\$30.02
	Toronto	Automotive Welder						
	Toronto	Welder						
	Toronto	Welder						
	York	Welder						
	Metro	Welder Gr 3						
	Scarborough	Welder Maint. Man						

(5) Former Plant Technician Trainee

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Welder 3	Etobicoke	Maintenance Mechanic Gr 1						
	Etobicoke	Welder Fabricator						
	Toronto	Blacksmith Welder						
	Toronto	Blacksmith						
Marine Steam Engineer	Metro	Marine Steam Engineer	\$26.41	\$27.14	\$27.95	\$28.86	\$29.80	\$30.02
Animal Care & Control Officer 1	Scarborough	Animal Centre Operations Assistant	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
	Toronto	Sr. Animal Control Officer						
	N. York	Senior Animal Control Officer						
	N. York	Animal Control Education Officer						
	N. York	Head Pound Attendant						
Sub-Foreman (Equip Repair)	North York	Sub-Foreman (Equip Repair)	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
Stationary Engineer 2nd Class	Metro	Heat Recovery Operator	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
Bricklayer	Scarborough	M&C Craftsman (Mason)	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
	Metro	Brick & Stone Mason						
	York	Bricklayer						
Carpenter	Scarborough	M&C Craftsman (Carpenter)	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
	Etobicoke	Carpenter						
	Etobicoke	Carpenter/Locksmith						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Carpenter	Metro	Carpenter						
	THB	Historic Site Technician						
	East York	Facilities Carpenter						
	North York	Carpenter						
	North York	Crew Leader						
Gas Fitter	Scarborough	M&C Craftsman (Oil & Gas Mechanic)	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
	Scarborough	M&C Craftsman						
	Toronto	Oil & Gas Burner Serv Mechanic						
	Metro	Maintenance Worker/ Gas Fitter						
Marine Oiler (1)	Metro	Marine Oiler	\$20.27	\$20.83	\$21.45	\$22.15	\$22.87	\$23.04
Marine Engineer 1	Metro	Marine Engineer Gr. 2	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
Maintenance Mechanic Foreperson	Etobicoke	Maintenance Mechanic Foreperson	\$28.19	\$28.97	\$29.84	\$30.81	\$31.81	\$32.05
Refrigeration & Air Conditioning Mechanic	North York	HVAC Servicer	\$28.19	\$28.97	\$29.84	\$30.81	\$31.81	\$32.05
	Scarborough	M&C Craftsman (Refrigeration &A/C)						
	Metro	HVAC Mechanic						
	East York	Facilities HVAC Technician						
	Cityhome	Maintenance Technician						

(1) Rate to be negotiated – See Job Evaluation Award

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
<i>Refrigeration & Air Conditioning Mechanic</i>	Toronto	Mechanical Equip Maint Worker						
	Etobicoke	HVAC Technician						
Refrigeration & Filtration Mechanic	Toronto	Refrigeration and Filtration Mechanic	\$28.19	\$28.97	\$29.84	\$30.81	\$31.81	\$32.05
Automotive Mechanic 3	New		\$28.19	\$28.97	\$29.84	\$30.81	\$31.81	\$32.05
Auto Mechanic Apprentice			\$24.15	\$24.81	\$25.55	\$26.38	\$27.24	\$27.44
Year 1			\$24.73	\$25.41	\$26.17	\$27.02	\$27.90	\$28.11
Year 2			\$25.59	\$26.29	\$27.08	\$27.96	\$28.87	\$29.09
Year 3			\$26.16	\$26.88	\$27.69	\$28.59	\$29.52	\$29.74
Year 4			\$27.31	\$28.06	\$28.90	\$29.84	\$30.81	\$31.04
Year 5			\$28.19	\$28.97	\$29.84	\$30.81	\$31.81	\$32.05
Year 6			\$28.75	\$29.54	\$30.43	\$31.42	\$32.44	\$32.68
Year 7			\$28.86	\$29.65	\$30.54	\$31.53	\$32.55	\$32.79
Senior Crew Scheduler	New		\$28.86	\$29.65	\$30.54	\$31.53	\$32.55	\$32.79
Provincial Offences Officer – Forestry	North York	Provincial Offences Officer – Forestry	\$28.86	\$29.65	\$30.54	\$31.53	\$32.55	\$32.79
Nursery Technician	Toronto	Nursery Technician	\$28.86	\$29.65	\$30.54	\$31.53	\$32.55	\$32.79
Automotive Mechanic 2	Scarborough	Mechanic	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
	East York	Automotive Mechanic III						
	Toronto	Automotive Mechanic						
	East York	Automotive Mechanic II						
	East York	Fleet Mechanic (Vehicles)						
	North York	Automotive Mechanic						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Automotive Mechanic 2	Scarborough	Licensed Mechanic						
	Metro	Automotive Mechanic Gr 1						
	Metro	Heavy Equip Mechanic						
	Etobicoke	Auto Mechanic Gr 1						
	York	Mechanic						
	Etobicoke	Auto Mechanic Gr 2						
	East York	Automotive Mechanic 1						
Industrial Millwright	Metro	Industrial Mechanic/ Millwright	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
Electrician	Scarborough	M&C Craftsman (Electrician)	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
	Metro	Electrical Maintenance Worker Gr 1						
	North York	Electrician						
	Cityhome	Licensed Electrician						
	Etobicoke	Maintenance Electrician						
Electronic Technician	Metro	Electronic Technician	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
	Metro	Instrument Technician						
Machinist	Metro	General Machinist	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
	Metro	Machinist						
	Toronto	Machinist						
	Metro	Machinist						
	York	Machinist						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Plumber	Scarborough	M&C Craftsman (Plumber)	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
	Metro	Plumber/Steam Fitter						
	Toronto	Plumbing Technician						
	York	Plumber Welder						
	Cityhome	Licensed Plumber						
	Toronto	Plumber's Helper						
	North York	Crew Leader						
Welder 2	Metro	Welder Gr 1	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
	Metro	Welder Gr 2						
Plant Technician		Plant Technician	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
Transmission Technician	New		\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
Welder 1	Toronto	Welder Lead Hand	\$29.58	\$30.39	\$31.30	\$32.32	\$33.37	\$33.62
	Scarborough	Senior Welder Maint. Man						
Operating Engineer	Metro	Dozer/Scrapper Ops Local 793	\$29.58	\$30.39	\$31.30	\$32.32	\$33.37	\$33.62
Paramedic Level 1 Step 1	Metro	Paramedic Level 1	\$27.67	\$28.43	\$29.28	\$30.23	\$31.21	\$32.16
Step 2			\$28.22	\$29.00	\$29.87	\$30.84	\$31.84	\$32.80
Step 3			\$29.39	\$30.20	\$31.11	\$32.12	\$33.16	\$34.16
Step 4			\$30.37	\$31.21	\$32.15	\$33.19	\$34.27	\$35.30
Building Maintenance Co-Ordinator	York	Bldg Maintenance Co-ordinator	\$30.96	\$31.81	\$32.76	\$33.82	\$34.92	\$35.18
Automotive Mechanic 1	North York	Subforeman/wm (Auto Mech)	\$30.96	\$31.81	\$32.76	\$33.82	\$34.92	\$35.18
	York	Lead Hand Mechanic						

Job Classification	Former City	Former Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Technician	Scarborough	Technician	\$36.54	\$37.54	\$38.67	\$39.93	\$41.23	\$41.54
Critical Care Paramedic			\$38.85	\$39.92	\$41.12	\$42.46	\$43.84	\$45.15
Field Training Officer			\$40.40	\$41.52	\$42.76	\$44.16	\$45.59	\$46.96
Critical Care Paramedic								
Natural Resource Worker 1	New		(6)					
Natural Resource Worker 2	New		(6)					

Footnotes:

- (1) Rate to be negotiated –see Job Evaluation Award
 (2) Refer to 29.10 and Article 7 – Memorandum Item
 (3) Former Arborist 1
 (4) See Job Evaluation Award
 (5) Former Plant Technician Trainee
 (6) Rate to be negotiated

APPENDIX "B" to the Job Evaluation Award

Job Classification	Former City	Former Classification	Dec 30 2004
Ambulance Conversion Fitter Step 1			\$20.69
Step 2			\$21.31
Step 3			\$21.81
Ambulance Holding Room Attendant (Rehab)			\$23.04
Animal Care & Control Officer 1 – 35 Hrs	Scarborough	Animal Centre Operations Assistant	\$27.91
	Toronto	Sr. Animal Control Officer	
	N. York	Senior Animal Control Officer	
	N. York	Animal Control Education Officer	
	N. York	Head Pound Attendant	
Animal Care & Control Officer 2 – 35 Hrs	Scarborough	Animal Centre Operations Assistant	\$24.78
	Toronto	Sr. Animal Control Officer	
	N. York	Senior Animal Control Officer	
	N. York	Animal Control Education Officer	
	N. York	Head Pound Attendant	
Assistant Fire Protection Inspector	Cityhome	Asst. Fire Protection Inspector	\$19.19
Building Systems Operator	Scarborough	Building Systems Operator	\$26.08
Burner Mechanic	Metro	Burner Mechanic	\$24.43
	York	Burner Operator	
Chemical Operator	Metro	Chemical Operator	\$21.29
Chlorine Maintenance Worker	Metro	Chlorine Maintenance Worker	\$21.77
Classification Analyst	Toronto	Classification Analyst	\$25.45
Equipment Retrieval & Service Technician	Metro		\$23.05
Equipment Servicer	Toronto	Senior Recreation Repair Tech	\$21.64
	Toronto	Recreation Equipment Repair Tech	
Farm Labourer	Toronto	Farm Labourer	\$19.77
First Aid Instructor	Metro		\$23.04
Handyperson (Modified Duties)	Etobicoke	Handyperson (Modified Duties)	\$21.17

Job Classification	Former City	Former Classification	Dec 30 2004
Lather	Scarborough	M&C Craftsman (Lather)	\$26.33
Machine Shop Helper	Toronto	Machine Shop Helper	\$20.27
Machinist Trainee			
Maintenance Person – Works	Etobicoke	Maintenance Works	\$19.71
Parking Meter Technician	North York	Meter Technician	\$21.64
	North York	Lot & Garage Technician	
	Toronto	Technician Parking Meters	
	Toronto	Serviceman/Woman Parking Meters	
Patroller 1	Scarborough	Street Light Patrol	\$20.88
Refuse Operator	Metro	Refuse Plant Operator Gr 5	\$19.75
Sludge Incinerator Operator	Metro	Sludge Incinerator Operator	\$23.30
Subforeman/Woman Forestry	North York	Subforeman/woman (Forestry)	\$27.40
Tire Technician	Toronto	Tire Technician	\$22.09
	E. York	Tire Technician	
	York	Mechanic's Helper	
Traffic & Parking Technician	North York	Handyman/woman Traffic & Parking Tech	\$20.36
Welder's Helper	Toronto	Blacksmith Welder's Helper	\$20.27
	Etobicoke	Welding Shop Helper	
Station Operator Gr 1	Metro		\$22.38
Station Operator Gr 2	Metro		\$21.71
Station Operator Gr 3	Metro		\$21.00
Station Operator Gr 4	Metro		\$20.31
Station Operator Gr 5	Metro		\$19.75
Plant Operator Gr 2	Metro		\$21.29
Plant Operator Gr 3	Metro		\$21.00
Plant Operator Gr 4	Metro		\$20.31
Plant Operator Gr 5	Metro		\$19.75
Filtration Plant Assistant Gr 1	Metro		\$22.38
Filtration Plant Assistant Gr 2	Metro		\$21.29
Filtration Plant Operator	Metro	Filtration Plant Operator	\$23.30
Senior Classification Analyst	Toronto	Senior Classification Analyst	\$27.48

**This alphabetical listing of classifications is for ease of reference only and does not represent
Schedule A of the Collective Agreement**

Job Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Ambulance Liaison Officer – Step 1	\$22.38	\$23.00	\$23.69	\$24.46	\$25.25	\$25.44
– Step 2	\$22.88	\$23.51	\$24.22	\$25.01	\$25.82	\$26.01
– Step 3	\$23.82	\$24.48	\$25.21	\$26.03	\$26.88	\$27.08
– Step 4	\$24.64	\$25.32	\$26.08	\$26.93	\$27.81	\$28.02
Animal Attendant	\$20.88	\$21.45	\$22.09	\$22.81	\$23.55	\$23.73
Animal Care & Control Officer 1	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
Animal Care & Control Officer 2	\$24.78	\$25.46	\$26.22	\$27.07	\$27.95	\$28.16
Arborist 2	\$22.09	\$22.70	\$23.38	\$24.14	\$24.92	\$25.11
Arborist 3	\$21.25	\$21.83	\$22.48	\$23.21	\$23.96	\$24.14
Arena Pool Operator 1	\$22.25	\$22.86	\$23.55	\$24.32	\$25.11	\$25.30
Arena Pool Operator 2	\$20.88	\$21.45	\$22.09	\$22.81	\$23.55	\$23.73
Asphalt Concrete Worker 1	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
Asphalt Concrete Worker 2	\$21.25	\$21.83	\$22.48	\$23.21	\$23.96	\$24.14
Auto Body Repairer	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
Auto Mechanic Apprentice – Year 1	\$24.15	\$24.81	\$25.55	\$26.38	\$27.24	\$27.44
– Year 2	\$24.73	\$25.41	\$26.17	\$27.02	\$27.90	\$28.11
– Year 3	\$25.59	\$26.29	\$27.08	\$27.96	\$28.87	\$29.09
– Year 4	\$26.16	\$26.88	\$27.69	\$28.59	\$29.52	\$29.74
– Year 5	\$27.31	\$28.06	\$28.90	\$29.84	\$30.81	\$31.04
– Year 6	\$28.19	\$28.97	\$29.84	\$30.81	\$31.81	\$32.05
– Year 7	\$28.75	\$29.54	\$30.43	\$31.42	\$32.44	\$32.68

Job Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Automotive Mechanic 1	\$30.96	\$31.81	\$32.76	\$33.82	\$34.92	\$35.18
Automotive Mechanic 2	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
Automotive Mechanic 3	\$28.19	\$28.97	\$29.84	\$30.81	\$31.81	\$32.05
Bricklayer	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
Bridge Worker	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
Building Maintenance Co-Ordinator	\$30.96	\$31.81	\$32.76	\$33.82	\$34.92	\$35.18
Building Operator 1	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
Building Operator 2	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
Building Systems Operator In Training	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
Carpenter	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
Combustible Gas Inspectors Helper	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
Communications/ Dispatch Clerk 1	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
Communications/ Dispatch Clerk 2	\$22.25	\$22.86	\$23.55	\$24.32	\$25.11	\$25.30
Courier	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
Crew Scheduler – Step 1	\$23.16	\$23.80	\$24.51	\$25.31	\$26.13	\$26.33
– Step 2	\$23.65	\$24.30	\$25.03	\$25.84	\$26.68	\$26.88
– Step 3	\$24.62	\$25.30	\$26.06	\$26.91	\$27.78	\$27.99
– Step 4	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
Critical Care Paramedic	\$38.85	\$39.92	\$41.12	\$42.46	\$43.84	\$45.15
Custodian 1	\$23.74	\$24.39	\$25.12	\$25.94	\$26.78	\$26.98
Custodian 2	\$20.20	\$20.76	\$21.38	\$22.07	\$22.79	\$22.96
Custodian 3	\$17.90	\$18.39	\$18.94	\$19.56	\$20.20	\$20.35
Deckhand	\$19.94	\$20.49	\$21.10	\$21.79	\$22.50	\$22.67

Job Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Developmental Plant Technician 1 (5)	\$26.24	\$26.96	\$27.77	\$28.67	\$29.60	\$29.83
2	\$24.78	\$25.46	\$26.22	\$27.07	\$27.96	\$28.17
3	\$23.32	\$23.96	\$24.68	\$25.48	\$26.31	\$26.51
Driver-Loader – Solid Waste	\$22.09	\$22.70	\$23.38	\$24.14	\$24.92	\$25.11
Electrical & Instrumentation Control Technician (EICT)	\$30.96	\$31.81	\$32.76	\$33.82	\$34.92	\$35.18
Electrical Technician	\$24.16	\$24.82	\$25.56	\$26.39	\$27.25	\$27.45
Electrician	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
Electronic Technician	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
Engineering Students Wkrg as Const Insp (1)	\$18.01	\$18.51	\$19.07	\$19.69	\$20.33	\$20.48
Equipment Repair Technician	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
Fabric Assembler & Repairer	\$21.25	\$21.83	\$22.48	\$23.21	\$23.96	\$24.14
Field Investigator – Roads	\$25.02	\$25.71	\$26.48	\$27.34	\$28.23	\$28.44
Field Training Officer Critical Care Paramedic	\$40.40	\$41.52	\$42.76	\$44.16	\$45.59	\$46.96
Field Training Officer Level 1 – Step 1	\$28.78	\$29.57	\$30.45	\$31.44	\$32.46	\$33.45
– Step 2	\$29.35	\$30.16	\$31.06	\$32.07	\$33.11	\$34.11
– Step 3	\$30.57	\$31.41	\$32.35	\$33.40	\$34.49	\$35.53
– Step 4	\$31.58	\$32.46	\$33.44	\$34.52	\$35.64	\$36.71
Field Training Officer Level 2 – Step 1	\$32.25	\$33.13	\$34.13	\$35.25	\$36.39	\$37.49
– Step 2	\$33.17	\$34.08	\$35.10	\$36.24	\$37.42	\$38.55

(1) Rate to be negotiated – see Job Evaluation Award

(5) Former Plant Technician Trainee

Job Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Field Training Officer Level 3 – Step 1	\$31.58	\$32.46	\$33.44	\$34.52	\$35.64	\$36.70
– Step 2	\$32.52	\$33.42	\$34.41	\$35.54	\$36.69	\$37.78
– Step 3	\$33.48	\$34.40	\$35.43	\$36.59	\$37.77	\$38.91
– Step 4	\$34.83	\$35.79	\$36.86	\$38.05	\$39.29	\$40.48
Fleet & Maintenance Technician (Rehab)	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
Garage Servicer	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
Gardener 1	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
Gardener 2	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
Gas Fitter	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
General Handyworker 1	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
General Handyworker 2	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
General Handyworker 3	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
Greenhouse Foreperson	\$25.02	\$25.71	\$26.48	\$27.34	\$28.23	\$28.44
Greenskeeper	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
Heavy Equipment Operator (HEO)	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
Industrial Millwright	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
Inspector	\$26.41	\$27.14	\$27.95	\$28.86	\$29.80	\$30.02
Irrigation Technician	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
Labourer 1	\$20.88	\$21.45	\$22.09	\$22.81	\$23.55	\$23.73
Labourer 2	\$19.32	\$19.85	\$20.45	\$21.11	\$21.80	\$21.96
Labourer 2/Student	(2)					
Labourer 3/Student			\$17.50	\$18.07	\$18.66	\$18.80

(2) Refer to 29.10 and Article 7 – Memorandum Item

Job Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Landfill Operator	\$19.32	\$19.85	\$20.45	\$21.11	\$21.80	\$21.96
Landfill Site Controller	\$23.74	\$24.39	\$25.12	\$25.94	\$26.78	\$26.98
Leadhand	\$24.64	\$25.32	\$26.08	\$26.93	\$27.81	\$28.02
Leadhand – Mel Lastman Square	\$24.64	\$25.32	\$26.08	\$26.93	\$27.81	\$28.02
Leadhand Arborist (3)	\$24.64	\$25.32	\$26.08	\$26.93	\$27.81	\$28.02
Light Equipment Operator 1	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
Light Equipment Operator 2	\$19.94	\$20.49	\$21.10	\$21.79	\$22.50	\$22.67
Locksmith	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
Machinist	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
Maintenance Mechanic Facilities	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
Maintenance Mechanic Foreperson	\$28.19	\$28.97	\$29.84	\$30.81	\$31.81	\$32.05
Marine Engineer 1	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
Marine Engineer 2	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
Marine Oiler (1)	\$20.27	\$20.83	\$21.45	\$22.15	\$22.87	\$23.04
Marine Steam Engineer	\$26.41	\$27.14	\$27.95	\$28.86	\$29.80	\$30.02
Materials Management Clerk 1	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
Materials Management Clerk 2	\$20.88	\$21.45	\$22.09	\$22.81	\$23.55	\$23.73
Meter Reader	\$24.16	\$24.82	\$25.56	\$26.39	\$27.25	\$27.45
Natural Resource Worker 1	(6)					
Natural Resource Worker 2	(6)					
Nursery Technician	28.86	\$29.65	\$30.54	\$31.53	\$32.55	\$32.79
Operating Engineer	29.58	\$30.39	\$31.30	\$32.32	\$33.37	\$33.62

(1) Rate to be negotiated –see Job Evaluation Award

(6) Rate to be negotiated

(3) Former Arborist 1

Job Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Oxygen Equipment Technician	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
Painter	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
Paramedic Level 1 – Step 1	\$27.67	\$28.43	\$29.28	\$30.23	\$31.21	\$32.16
– Step 2	\$28.22	\$29.00	\$29.87	\$30.84	\$31.84	\$32.80
– Step 3	\$29.39	\$30.20	\$31.11	\$32.12	\$33.16	\$34.16
– Step 4	\$30.37	\$31.21	\$32.15	\$33.19	\$34.27	\$35.30
Paramedic Level 2 – Step 1	\$31.01	\$31.86	\$32.82	\$33.89	\$34.99	\$36.05
– Step 2	\$31.89	\$32.77	\$33.75	\$34.85	\$35.98	\$37.07
Paramedic Level 3 – Step 1	\$30.37	\$31.21	\$32.15	\$33.19	\$34.27	\$35.29
– Step 2	\$31.27	\$32.13	\$33.09	\$34.17	\$35.28	\$36.33
– Step 3	\$32.19	\$33.08	\$34.07	\$35.18	\$36.32	\$37.41
– Step 4	\$33.49	\$34.41	\$35.44	\$36.59	\$37.78	\$38.92
Parks Handyworker 1	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
Parks Handyworker 2	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
Parks Handyworker 3	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
Parks Monitor	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
Patroller 2	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
Plant Maintenance Operator 1	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
Plant Maintenance Operator 2	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
Plant Operator Grade 1	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
Plant Technician	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
Plumber	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
Provincial Offences Officer – Forestry	\$28.86	\$29.65	\$30.54	\$31.53	\$32.55	\$32.79

Job Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Recycling Operator – One Person	\$23.00	\$23.63	\$24.34	\$25.13	\$25.95	\$26.14
Refrigeration & Air Conditioning Mechanic	\$28.19	\$28.97	\$29.84	\$30.81	\$31.81	\$32.05
Refrigeration & Filtration Mechanic	\$28.19	\$28.97	\$29.84	\$30.81	\$31.81	\$32.05
Refuse Crane Operator	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
Senior Crew Scheduler	\$28.86	\$29.65	\$30.54	\$31.53	\$32.55	\$32.79
Sign Maker	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
Ski Center Servicer	\$21.25	\$21.83	\$22.48	\$23.21	\$23.96	\$24.14
Small Engine Mechanic	\$24.16	\$24.82	\$25.56	\$26.39	\$27.25	\$27.45
Stationary Engineer 2nd Class	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
Stationary Engineer 3rd Class	\$23.00	\$23.63	\$24.34	\$25.13	\$25.95	\$26.14
Stationary Engineer 4th Class	\$22.09	\$22.70	\$23.38	\$24.14	\$24.92	\$25.11
Sub-Foreman (Equip Repair)	\$27.91	\$28.68	\$29.54	\$30.50	\$31.49	\$31.73
Sub-Foreperson – Mel Lastman Square (4)	\$25.02	\$25.71	\$26.48	\$27.34	\$28.23	\$28.44
Technician	\$36.54	\$37.54	\$38.67	\$39.93	\$41.23	\$41.54
Ticket Collector	\$17.90	\$18.39	\$18.94	\$19.56	\$20.20	\$20.35
Traffic Counter Technician	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
Traffic Handyworker 1	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
Traffic Handyworker 2	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
Training Technician – Step 1	\$22.38	\$23.00	\$23.69	\$24.46	\$25.25	\$25.44
– Step 2	\$22.88	\$23.51	\$24.22	\$25.01	\$25.82	\$26.01
– Step 3	\$23.82	\$24.48	\$25.21	\$26.03	\$26.88	\$27.08
– Step 4	\$24.64	\$25.32	\$26.08	\$26.93	\$27.81	\$28.02

(4) See Job Evaluation Award

Job Classification	Dec 31 2004	Jan 1 2005	Jan 1 2006	Jan 1 2007	April 1 2008	Oct 1 2008
Transfer Station Operator	\$19.94	\$20.49	\$21.10	\$21.79	\$22.50	\$22.67
Transmission Technician	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
Tree Nursery Technician	\$25.45	\$26.15	\$26.93	\$27.81	\$28.71	\$28.93
Truck Driver	\$21.25	\$21.83	\$22.48	\$23.21	\$23.96	\$24.14
Utility Servicer 1	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
Utility Servicer 2	\$20.76	\$21.33	\$21.97	\$22.68	\$23.42	\$23.60
Watchperson	\$19.32	\$19.85	\$20.45	\$21.11	\$21.80	\$21.96
Water Handyworker 1	\$23.60	\$24.25	\$24.98	\$25.79	\$26.63	\$26.83
Water Handyworker 2	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69
Water Handyworker 3	\$22.25	\$22.86	\$23.55	\$24.32	\$25.11	\$25.30
Water Handyworker 4	\$20.88	\$21.45	\$22.09	\$22.81	\$23.55	\$23.73
Welder 1	\$29.58	\$30.39	\$31.30	\$32.32	\$33.37	\$33.62
Welder 2	\$29.15	\$29.95	\$30.85	\$31.85	\$32.89	\$33.14
Welder 3	\$26.41	\$27.14	\$27.95	\$28.86	\$29.80	\$30.02
Wide Area Mower Operator	\$21.81	\$22.41	\$23.08	\$23.83	\$24.60	\$24.78
Yard Attendant 1	\$20.88	\$21.45	\$22.09	\$22.81	\$23.55	\$23.73
Yard Attendant 2	\$19.94	\$20.49	\$21.10	\$21.79	\$22.50	\$22.67
Yard Clerk 1	\$23.44	\$24.08	\$24.80	\$25.61	\$26.44	\$26.64
Yard Clerk 2	\$22.60	\$23.22	\$23.92	\$24.70	\$25.50	\$25.69

Footnotes:

- (1) Rate to be negotiated – see Job Evaluation Award
- (2) Refer to 29.10 and Article 7 – Memorandum Item
- (3) Former Arborist 1
- (4) See Job Evaluation Award
- (5) Former Plant Technician Trainee
- (6) Rate to be negotiated

Human Resources Policies

Earned Deferred Leave

Category: Absence From Work

Policy Statement

This policy allows employees who wish to take an extended period of leave for personal reasons, to plan and self-finance that leave of absence.

Application

All employees listed below who have completed their probationary period are eligible for Earned Deferred Leave.

- Non-union full-time permanent employees
- CUPE local 79 full-time permanent employees in the Full Time Unit
- CUPE local 416 permanent employees
- TPF Local 3888 permanent employees (with specific limitations) as provided in the Earned Deferred Leave – Letter of Intent attached to the collective agreement.

Definitions

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

Conditions

Leave Options

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

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

Under each of these options, an employee receives the specified percentage of their salary for the period worked and receives the banked percentage plus accrued interest during the leave period, paid out in equal pay

period installments. The accrued interest is taxable on an annual basis during the enrolment period and will be reported on an employee's T4 form.

Enrolment

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

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

The executive director/general manager/division head or designate may:

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

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

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

The terms of the enrolment in the plan are documented in an *Earned Deferred Leave Contract* signed by both parties, when a leave is approved. This can be changed in one of the following ways:

- The terms of the contract are changed by mutual consent.
- An executive director/general manager/division head may require an employee to withdraw from the plan if the employee transfers or is promoted to a different division that did not authorize the leave and that division cannot accommodate the employee's absence because of operational requirements.

- An employee, who wishes to withdraw from the plan during the enrolment period, may do so in exceptional circumstances only e.g. financial hardship. If the employee withdraws from the plan he/she receives one lump sum payment for deferred salary and accrued interest, which becomes fully taxable in the year of receipt.

An employee must take an Earned Deferred Leave all at once i.e. the leave cannot be split up.

The Earned Deferred Leave program and Earned Deferred Leave Contract are governed by and administered in accordance with Section 248(1) of the Income Tax Act and Regulation 6801.

An employee is not allowed to enter into more than one Earned Deferred Leave Contract at a time.

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

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

Return from leave

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

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

Implementation

Guidelines for Assessing Competing Requests for Earned Deferred Leaves

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

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

the following criteria can be taken into account when making the decision.

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

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

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

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

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

Starting the Leave

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

Illness during Leave

If an employee becomes seriously ill during the leave, and wishes to defer part of the leave, the employee should contact his/her executive director/general manager/division head or designate. These situations will be dealt with on a case by case basis. Adjustments will be made in cases where

the illness is of such severity and duration so as to effectively frustrate the purpose of the leave, and are within the latitude allowed by Revenue Canada regulations.

Salary & Benefits

Salary

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

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

Performance Pay – non union employees

There are two kinds of pay increase:

Across the Board Increase (ABI) A pay increase based primarily on cost of living allowance, subject to Council's approval. The ABI is applied as an across-the-board increase to the salary ranges and the employee's salary, provided the employee received a performance level of "met objectives" or "developmental".

Performance Pay A pay increase that is determined by the employee's performance level, i.e. 1% (developmental) or 3% (met objectives). This increase is added to the employee's current salary up to the maximum salary of the range.

The employee receives no ABI or performance pay increase while on earned deferred leave. When the employee returns, he/she receives a prorated performance pay increase for the time worked prior to his/her earned deferred leave. Payroll adjusts the employee's pay to reflect any missed ABI increase(s), effective on the employee's return date.

Example

*The employee and manager set objectives on **January 1, 2005**.*

*The employee starts an earned deferred leave on **April 1, 2005** and returns on **April 1, 2006**.*

*A closing review meeting is held with the manager before the employee begins the leave. The performance pay increase, based on performance is prorated for three (3) months (**January 1 to March 31, 2005**) The prorated performance pay and full ABI are applied to the employee's base salary upon the employee's return from his/her earned deferred leave. The man-*

ager completes the Pay for Performance Form and sends it to Payroll for processing upon the employee's return.

The employee returns from leave on **April 1, 2006**, and sets objectives with the manager for nine months (**April to December**). A review is held in the first quarter of 2007 and any performance pay increase is prorated for nine (9) months. The full ABI is applied from January 1, 2007.

Benefits

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

- Group Life Insurance
- Long Term Disability
- Pensions

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

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

Pension

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

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

Vacation

- Employees do not earn vacation while on leave.

- Any vacation that is owing to employees when they begin the leave will be available to them when they return from leave.
- The period of the leave counts towards service requirements for calculating increases in vacation entitlements.

For example: On January 1st 2002 an employee begins his 7th year of employment and has 15 days entitlement in his vacation bank when he goes on leave on January 1st 2002. He takes 6 months leave. He still has 15 days entitlement when he returns to work on July 2nd 2002. However, in 2002 he works for 6 months only and therefore earns 7.5 days of vacation, which is made available to him on January 1st 2003. On January 1st 2004, in the employee's 9th year he is entitled to 20 days of vacation.

Canada Pension and Employment Insurance

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

Sick pay

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

Approved by

Workforce Strategy Team for the Executive Management Team.

Date Approved

April 12, 2001

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