

**The Effective Date Of This Collective Agreement Is January 1, 2009 Or Unless Otherwise Stated.**

**BETWEEN:**

**CITY OF TORONTO**

herein called the "The City",

**OF THE FIRST PART,**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL UNION No. 79(Part-Time Unit B)**

herein called "Local 79",

**OF THE SECOND PART,**

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

**WHEREAS** the City and Local 79 have mutually agreed to enter into and execute this Collective Agreement commencing from January 1st, 2009, to remain in force until and including the 31<sup>st</sup> day of December, 2011, and from year to year thereafter as herein provided;

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

**Article 1  
DEFINITIONS**

- 1.01 "Service" is synonymous with seniority and shall be defined as all paid hours, to a maximum accumulation of 2,080 hours per calendar year.
- 1.02 "Shift worked on a designated holiday" means a shift where the majority of hours fall within the twenty-four (24) hour period of the holiday.

**Conversion of Hours**

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

**Article 2  
RECOGNITION**

- 2.01 The City recognizes Local 79 as the sole bargaining agent for all part-time employees outside Long Term Care Homes and Services in the employ of the City save and except:
- (i) supervisors; and
  - (ii) persons above the rank of supervisor; and
  - (iii) employees who fall within any other bargaining unit; and
  - (iv) persons occupying positions in the office of the Mayor.
- 2.02 The "part-time employees" as set out in clause 2.01 above refers to employees performing duties for less than full-time hours, and those employees whose positions are found only in Unit B who perform duties for full-time hours on a seasonal basis.

**CLARITY NOTE 1:** Full-time employees classified as Temporary Employees who work on a seasonal basis within a position set forth in Schedule 1 of both this Collective Agreement and the Local 79 Full-time Collective Agreement shall be included in the Local 79 Full-Time Collective Agreement.

**LETTER OF INTENT  
IDENTIFICATION OF "SEASONAL" EMPLOYEES**

The parties agree to meet immediately following ratification to confirm and identify employees that fall under Clarity Note 1. The parties shall meet to develop and establish criteria for identifying such employees. Any disputes that may arise may be the subject of a grievance at Step 3.

The City and the Union shall meet immediately following ratification to review the status of all part-time employees not covered under clarity note 1 who work full-time hours for less than a full year to review the feasibility of moving these employees into the Full-time Unit and where there is agreement of the parties the City shall move such employees. Any disputes that may arise may be the subject of a grievance at Step 3.

**CLARITY NOTE 2:** All employees grandparented by Article 10(a) and (b) of the Agreement incorporated into paragraph 13 of the Board order dated November 19, 1998, under OLRB File No. 1202-98-PS shall be excluded from this bargaining unit.

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

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

The question as to the position's inclusion in or exclusion from the Local 79 Part-Time (Unit B) bargaining unit shall be determined by mutual agreement or, in the absence of an agreement, Local 79 may file a grievance under clause 16.06. Such grievance shall be initiated at Step 3 of the grievance procedure.

**Purpose**

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

2.04(b) 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 INTENT**  
**PROCESS FOR IDENTIFICATION OF EMPLOYEES AND/OR POSITIONS APPROPRIATE**  
**PLACEMENT INTO THE FULL-TIME AGREEMENT**

A review of part-time employees shall take place once per calendar year in each of the part-time units. The date of the review will be September 1<sup>st</sup> each year. The purpose of the review shall be to determine whether there are employee(s) in this bargaining unit that meet the criteria as stated in the Memorandum of Agreement dated August 9, 2002.

**Article 3**  
**MANAGEMENT RIGHTS**

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

- (i) maintain order, discipline and efficiency;
- (ii) hire, discharge, layoff, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employee provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that any such employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided; and

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

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

#### **Article 4 UNION SECURITY**

4.01(a) It shall be a continuous condition of employment with the City that all employees shall be members in good standing of Local 79.

4.01(b) All future employees who come within the Local 79 Unit shall become members of Local 79 within thirty (30) calendar days from the date of the commencement of their employment with the City and thereafter shall remain as such members in good standing provided that the City shall not be required to discharge an employee who has been expelled or suspended from membership in Local 79, other than for engaging in unlawful activity against Local 79.

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

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

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

4.04(a) Local 79 will save the City harmless from any and all claims which may be made against the Employer for appropriate amounts deducted from pay as herein provided.

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

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

- (ii) When meetings are held between Local 79 representatives and the City, the City will make reasonable efforts to schedule such meetings during their working hours.

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

**Information Requests**

- 4.06 The City shall provide Local 79 with the following information where available and upon request shall meet with Local 79 to discuss the availability of such information:
- (a) a bi-weekly list of all employees from whose wages union dues have been deducted, including the regular salary/wages of each employee, the amount of union dues deducted from each employee, the hours worked and the employee's hourly rate of pay;
  - (b) a bi-weekly list of employees paying dues for the first time and employees no longer paying dues including the reasons for no longer paying dues; and employees once again paying dues including the reason for restarting;
  - (c) a bi-weekly list of employees who are in a "no-pay" status or who have insufficient pay from which to deduct dues or those not paying dues such as those employees on lay-off, approved leaves of absence, WSIB, or other reasons;
  - (d) a quarterly list of all employees, their employee number, classification, their latest home address, work location, section, and division work and home/contact numbers to assist Local 79 in providing services to the members;
  - (e) a monthly list of current classifications and the actual number of incumbents by class in each classification, broken down by section and division;
  - (f) a bi-weekly list of all permanent positions that have been vacant longer than thirty (30) days, indicating the status of each of these vacancies and including the wage and number of hours per work week;
  - (g) a monthly list of all Local 79 employees in all alternate rated assignments, the employee's affiliation and the affiliation of such alternate rated positions, the expiry date of the alternate rate, job title of the alternate rated position, name and employee number of the incumbent, section and division of the position to be alternate rated, the first date of the alternate rate assignment;
  - (h) a bi-weekly list of all employees who are not members of Local 79, working in Local 79 classifications, their prior union affiliation, the date of their first assignment to such classification, the expected expiry date of such assignment and the list of all Local 79 members alternate rated to other classifications in the City or on secondments, or other assignments outside the City;
  - (i) a monthly list of new part-time employees; and
  - (j) a bi-weekly list of employees who change bargaining unit status.

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

**LETTER OF INTENT**  
**PAY SYSTEM REPORT CRITERIA**

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

**Article 5  
PROBATIONARY PERIOD**

5.01 Notwithstanding anything to the contrary in this Agreement contained, the City shall have the exclusive right to discharge employees within the first one thousand and forty (1,040) paid hours within the latest period following any severance of employment as defined in clause 12.02, such period to be called "the probationary period". The probationary period may not be completed while the employee is absent for any reason and in no case shall an employee be required to complete more than one (1) probationary period.

An employee who has completed his/her probationary period shall be credited with one thousand and forty (1,040) paid hours. The employee shall be notified by the City when his/her probationary period has been completed.

For purposes of this clause solely, the one thousand and forty (1,040) paid hours referred to herein shall not include hours paid while in receipt of Workplace Safety and Insurance Benefits.

**Article 6  
NO DISCRIMINATION OR HARASSMENT**

6.01 The City and Local 79, their respective servants and agents agree that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, ancestry, place of origin, colour, ethnic origin, citizenship, record of offences, political or religious affiliation, sex, sexual orientation, age, marital status, family status, disability nor by reason of membership in a labour union, and the City agrees that it will not, either directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, steward, committee member or member at large of Local 79.

6.02 Any prohibited ground of discrimination listed in clause 6.01 that is also a prohibited ground of discrimination in the Human Rights Code, R.S.O. 1990, as amended will be defined in accordance with section 10 ["Definitions"] of the Human Rights Code, R.S.O. 1990, as amended.

6.03 The prohibition within clause 6.01, with respect to disability 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 his/her duties of a position by reason of disability.

**Article 7  
SEXUAL HARASSMENT**

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

**Article 8  
WAGES AND SALARIES**

- 8.01 During the term of this agreement, the parties agree that the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each job classification in Schedule 1, provided that the hours of work set out in Schedule 1 are to be used for information purposes only.
- 8.02 Those employees hired on or before September 25, 1997, within the Early Childhood Educator Grade 2 classification who are being paid at an Early Childhood Educator Grade 2 rate which is in excess of the Step 4 rate of pay as set out in Schedule 1 and who elect to participate in those benefits plans as set out in Article 34 (Employee Benefit Plans) shall, upon the commencement of payroll deductions in respect of said benefits participation, be thereafter paid at Step 4 of the rate of pay as set out in Schedule 1.

### **Increments**

- 8.03 Employees shall progress through the increment levels as set out in the wage schedules unless the Division Head withholds an increment, in which case the employee shall be advised in writing of the reasons therefore.
- 8.04(a) Unless otherwise specified in the wage schedules, increments shall be effective at the beginning of the pay period following the completion of each two thousand and eighty (2,080) paid hours. Increments for employees in the classification of Clerk Grade 5 shall be effective at the beginning of the pay period following the completion of each nine hundred and ten (910) paid hours.
- 8.04(b) Increments as set out in the wage schedules for the classification of Cleaner Light Duties shall be automatic and shall be effective at the beginning of the pay period following the completion of one thousand and forty (1,040) paid hours.

### **Alternate Rate**

- 8.05 Subject to clause 8.06, whenever an employee is assigned to perform the regular duties of a higher rated position for at least a full day or shift, he/she shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of sixty-five cents (65¢) per hour, whichever is the greater.
- 8.06 Subject to clauses 8.03, 8.04 and 8.05, where an employee is assigned to perform the regular duties of a higher-rated position and actually works sufficient aggregate time in such higher-rated position to qualify for an increment or an automatic adjustment, he/she shall be granted such increment effective the beginning of the pay period nearest the date on which he/she qualifies for the increment.
- An employee may qualify for any subsequent increments in the same manner as set out above and will begin to accumulate such aggregate qualifying time immediately following the effective date of the initial increment.
- 8.07 All employees shall, as a condition of their employment, participate in payroll direct deposit.
- 8.08 The City may set rates of pay for new or changed classifications and shall advise Local 79 of such new or changed classifications at least ten (10) working days prior to the implementation of the new or changed rate of pay and/or changed classification. If Local 79 is of the opinion that the rate is unfair or improper, Local 79 shall have the right of filing a grievance in accordance with the procedure as set forth in clause 16.17 (Policy Grievances) hereof.

**Alternate Rate to Another City Bargaining Unit**

8.09 An employee who, for a period of at least a full day or shift, is assigned to perform the regular duties of a higher rated position in another City bargaining unit shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of sixty-five cents (65¢) per hour, whichever is greater, for the duration of the assignment.

8.10 Subject to clauses 8.03, 8.04 and 8.09, where an employee is assigned to perform the regular duties of a higher-rated position in another City bargaining unit and actually works sufficient aggregate time in such higher-rated position to qualify for an increment or an automatic adjustment, he/she shall be granted such increment effective the beginning of the pay period nearest the date on which he/she qualifies for the increment.

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

The foregoing alternate rate provision shall apply to periods during which the employee is absent on paid leave, illness leave, receiving IIP hours in accordance with Article 44, or on 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, illness leave, IIP hours, 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.

**Recovery of Accidental Overpayments**

8.11 In the event of an overpayment, the City shall advise the employee in writing of such overpayment which will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred. Local 79 shall be informed in writing at the same time as the employee.

The City shall meet with the employee who shall be represented by a Unit Officer or designate so as to negotiate an appropriate schedule of recovery. The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O,1990, as amended, unless the parties agree otherwise. It is understood that such overpayment may be the subject of a grievance at Step 3.

**Shortage in Pay**

8.12 In the event that an employee's pay has a shortage of three (3) hours pay or more, and the employee notifies his/her supervisor within three (3) working days from the time the employee receives his/her pay stub, the City shall rectify the shortage by issuing a manual cheque, within three (3) working days from the time that the supervisor is notified. It is agreed and understood that the calculation of such hours shall include overtime hours.

**LETTER OF INTENT  
RATE AND JOB CLASSIFICATION HARMONIZATION PROCESS**



The parties agree that the harmonization of wages and restructuring of job classifications must be completed as soon as reasonably possible. To effect this purpose, the parties agree to the following process to resolve and determine the issues in dispute.

1. The City and Local 79 will establish a Harmonization Committee within thirty (30) days following ratification of up to twenty (20) members, ten (10) appointed by each party and shall meet forthwith following the appointment of the Committee members. Local 79 members will receive their regular rate of pay for time spent in carrying out the Committee's responsibilities during their regular working hours.
2. Among the Committee's responsibilities shall be the following:
  - (a) the creation of new or merged job classifications from the existing classifications where, in the opinion of the Committee, it is appropriate or necessary to do so, and
  - (b) the development and implementation of a process for determining the rates of pay for any new or merged job classifications.
3. The Committee may identify, by way of survey or otherwise, the core duties and responsibilities of, and all the relevant information in connection with job classifications and shall be provided with such information as is reasonably necessary to accomplish its purpose.
4. Any resolved matters will be agreed upon in writing signed by the designated representatives of Local 79 and the City. Positions taken at the Committee by either party or their representatives are without prejudice to any position either party may take at Arbitration.
5. The parties shall agree on the appointment of a mediator to assist them in reaching agreement and, failing agreement, as the chair of the Board of Arbitration set out below. The parties agree to share the costs of the mediator/arbitrator.
6. The mediator will determine the process and procedure for mediation in consultation with the parties.
7. If the parties have not reached an agreement on all of the wage rates and job classifications by December 31, 2000, or such later date as may be agreed upon in writing, either Local 79 or the City may refer the outstanding rates and classifications, including all matters relating to implementation dates (retroactivity) to a Board of Arbitration for a final and binding determination. The Board will be composed of one person nominated by each of the parties with the mediator as the Chair.
8. Both parties will name their nominees to the Board of Arbitration within ten (10) calendar days of the referral, or such later date as the parties may agree in writing. The parties will co-operate to ensure that the hearing(s) will be held as soon as possible. To this end, the parties will ask the mediator/arbitrator immediately upon appointment to schedule at least twenty (20) days for hearings over the months of January, February and March 2001.
9. The powers of the Board of Arbitration and all other matters in relation to the arbitration shall be as set out in Section 48 of the Labour Relations Act, 1995, S.O. 1995, as amended except as modified by paragraph 4 of the Memorandum of Agreement dated March 23, 2000.
10. A draft decision of the Board of Arbitration on all outstanding wage rates and job classifications, including implementation dates (retroactivity) will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The parties will have fourteen (14) days from the date they receive the draft decision, or such longer period of time as they may agree in writing, to meet and agree on all such rates and classifications. These meetings may be with the

assistance of the mediator/arbitrator if both parties wish. Failing agreement in that time, the draft decision of the Board of Arbitration shall become final and binding on all parties.

For clarity, job classifications which are found only in Unit B and not in the Local 79 Full-Time bargaining unit will be treated as a separate group of jobs for the purposes of rate and job classification harmonization.

### **PRINCIPLES FOR HARMONIZATION**

1. All available information, including financial information, necessary for the Harmonization Committee to carry out its responsibilities will be provided by the City in full and on a timely basis. The mediator/arbitrator will have the jurisdiction to order the production of any such information.
2. The effective date for implementation, including retroactivity, if any, of any matter referred to arbitration is to be determined by the Board of Arbitration. However, where as a result of the harmonization process an employee's current wage rate is greater than the classification rate established for the employee, the employee shall continue to receive all negotiated wage increases and increment increases otherwise provided for under this Agreement. In addition, and for the sake of greater clarity, no employee shall suffer any reduction in the employee's current wage rate until the expiry of this Agreement and any extension of the terms and conditions of this Agreement by law. For the purpose of the renegotiation of this Agreement, it is understood that the wage rates shall be as determined by the Harmonization process.
3. It is agreed that as of the date of execution of this Agreement that the parties have not been able to identify and agree upon the methods to be used by the Harmonization Committee in carrying out its responsibilities as described in the Letter of Intent. Accordingly, if the Committee is unable to agree upon the methods, either party may advance before the Board of Arbitration whatever methods it considers appropriate.
4. The parties acknowledge that there are a number of outstanding wage rate issues currently pending under existing job evaluation programs/pay equity programs provided for either separately or under Collective Agreements which form part of the composite Collective Agreement. Accordingly, the parties agree that these issues shall continue to be processed and, if necessary, arbitrated under the terms of the appropriate Collective Agreement. For this purpose, the relevant Collective Agreements/ Pay Equity Plans will be considered continued until the outstanding issues have been concluded.

### **LETTER OF INTENT HARMONIZATION OF HOURS OF WORK**

The parties agree to meet as soon as possible following ratification of the Collective Agreement to discuss the harmonization of hours of work.

### **Article 9 PREMIUM PAY PROVISIONS**

9.01 Each employee shall be paid at the rate of time and one-half for time worked in excess of eight (8) hours per day or eighty (80) hours in a biweekly pay period. It is agreed that employees may be assigned to work:

- i) up to the maximum hours per day permitted under the Employment Standards Act, 2000, S.O. 2000, as amended; and

- ii) up to a maximum of 60 hours per week, except in the case of employees in Toronto Water and Toronto Emergency Services who may work up to a maximum of 80 hours per week.
- iii) It is understood that the maximum number of daily and weekly hours do not apply to hours of work that arise from emergencies or exceptional circumstances.

9.02 After offering overtime to members of the full-time bargaining unit, overtime shall normally be on a voluntary basis. It shall be offered in order of seniority, to those who normally perform the work in the work location concerned. In the event that there are not sufficient numbers of employees who accept overtime, the employer may assign persons to overtime in the reverse order of seniority to those employees who normally perform the work in the work location concerned.

### **Lieu Bank**

9.03(a) Subject to there being mutual agreement between the employee and the Division Head an employee may receive compensation for overtime worked in the form of time off in lieu of pay, at the rate of one and one-half (1 ½) hours off for each hour of overtime worked provided that the lieu time accumulated for both overtime work and work on designated holidays as provided in Article 10, does not exceed 96 hours at any one time. The ninety-six (96) hours is replenishable.

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

- (i) Lieu time taken shall be at the mutual agreement of the employee and the supervisor in accordance with the requirements of the operations. Requests for the lieu time shall not be unreasonably denied.
- (ii) An employee may request to have his/her 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 his/her 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.
- (iii) Any such lieu time which has not been used or scheduled to be used by the end of a calendar year shall be paid out to the employee, unless there is mutual agreement between the employee and his/her supervisor no later than November 1 that the unused lieu time may be carried over to the subsequent year.

9.04 Whenever an employee is scheduled or is called in and reports for work and is subsequently advised that no work is available, he/she shall be paid three (3) hours' pay at his/her regular rate, unless he/she was scheduled for a shift of less than three hours, in which case the employee shall be compensated for the hours scheduled.

9.05 Where prior to the commencement of an established shift an employee is called in to work such shift on less than one (1) hour's notice, he/she shall be paid for the full shift provided he/she reports within the first (1st) hour of the shift and works the remainder of said shift

### **Shift Bonus**

9.06 Each employee of the City coming within the Local 79 Unit who, as part of a regularly scheduled work week works on a shift, any part of which, exclusive of overtime, falls within the hours of 7:00 p.m. of any day and 6:00 a.m. of the next following day, shall

be paid for all hours worked on such shift, a bonus of ninety-eight cents (98¢) per hour provided that no such bonus shall be paid where premium pay is paid.

**MEMORANDUM OF AGREEMENT ITEM ONLY**

Shift Bonus (9.06)

Effective January 1, 2009 the shift bonus in accordance with 9.06 shall be increased by the same amount as wages are increased on January 1, 2009, rounded to the nearest and higher cent (One dollar (\$1.00) per hour).

Effective January 1, 2010 the shift bonus in accordance with 9.06 shall be increased by the same amount as wages are increased on January 1, 2010, rounded to the nearest and higher cent (One dollar and two cents (\$1.02) per hour).

Effective January 1, 2011 the shift bonus in accordance with 9.06 shall be increased by the same amount as wages are increased on January 1, 2011, rounded to the nearest and higher cent (One dollar and four cents (\$1.04) per hour).

**Article 10  
DESIGNATED HOLIDAYS**

10.01 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, Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday). Christmas Day, and Boxing Day, except that for the purpose of this Agreement, the following holidays shall be observed on the actual holiday instead of the designated day: New Year's Day, Canada Day, Christmas Day and Boxing Day.

**Effective February 1, 2010**

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, Family 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), except that for the purpose of this Agreement, the following holidays shall be observed on the actual holiday instead of the designated day: New Year's Day, Canada Day, Christmas Day and Boxing Day.

10.02(a) An employee who is not required to work on a designated holiday as per Article 10.01 shall be entitled to payment for the holiday provided,

- (i) he/she works at least eight (8) shifts during the two pay periods immediately preceding the holiday, and
- (ii) in the event that he/she is scheduled to work in the week before and/or the week after the holiday, he/she does in fact report for work as scheduled on his/her last

day before the holiday and his/her first scheduled day after the holiday, unless he/she is absent due to illness, injury or on approved leave.

10.02(b) The holiday pay in accordance with clause 10.02(a) shall be equal to the employee's average days' earnings in the eight (8) pay periods preceding the date of the designated holiday.

10.03 Subject to 10.02(a) and (b), each employee who works on a designated holiday, shall be compensated for all hours worked at the rate of time and one-half (1 ½), and in addition, shall be paid his/her regular day's pay.

10.04 Any employee who does not qualify for designated holiday pay in accordance with clause 10.02(a) above shall be paid designated holiday pay in accordance with the Employment Standards Act, 2000, S.O. 2000, as amended, as follows:

- i) An employee who is not required to work on a designated holiday as defined in clause 10.01 shall be entitled to payment for the designated holiday provided that he/she works the entirety of his/her shift before and after the designated holiday.
- ii) Notwithstanding clause 10.04(i), where an employee demonstrates reasonable cause for not attending the shift before and after the designated holiday as required in clause 10.04(i), he/she shall qualify for designated holiday pay.
- iii) An employee who is required to and actually works the entirety of his/her shift on a designated holiday shall be paid designated holiday pay, plus time and one half (1 ½) for all hours worked on the designated holiday.
- iv) Notwithstanding clause 10.04 (iii), where an employee demonstrates reasonable cause for not attending work as required in clause 10.04 (iii), he/she shall qualify for designated holiday pay.
- v) The designated holiday pay referred to in clause 10.04 shall be calculated in accordance with the Employment Standards Act, 2000, S.O. 2000, as amended, as follows:

Add all the regular wages and vacation pay payable in the four (4) work weeks before the work week in which the designated holiday occurred and divide this sum by twenty (20).

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

**LETTER OF INTENT  
FLOATING HOLIDAY**

Following completion of two thousand and eighty (2,080) hours of seniority, employees shall be eligible for one (1) floating holiday each calendar year or equivalent pay in lieu, at the employee's choice. Such time off or pay in lieu shall be pro-rated in accordance with an employee's average number of hours per day, averaged over the last calendar year.

**Article 11  
VACATION PAY AND VACATION LEAVE**

11.01	<u>Duration of Employment</u>	<u>Vacation Pay</u>
	Not Yet completed 2,080 paid hours	4% of gross pay annually
	Upon completion of 2,080 paid hours	6% of gross pay annually
	Upon completion of 17,760 paid hours	8% of gross pay annually

Upon completion of 35,360 paid hours 10% of gross pay annually

11.02 Each employee who has completed twelve (12) calendar months of employment with the City shall be entitled to two (2) weeks vacation time annually. Vacation pay shall be in accordance with 11.04 below. Vacation will be scheduled in accordance with operational requirements. Seniority will be taken into consideration in determining employee preferences.

11.03 Each employee who has completed 2080 paid hours shall be entitled to three (3) weeks vacation time annually. At the end of the month in which the employee completes 2,080 paid hours the employee shall be notified by the City and provided with the appropriate payroll form in which to select an option. Vacation pay shall be in accordance with 11.04 below.

11.04 The per cent of gross pay as described in 11.01 will be referred to as "vacation pay". The employee shall choose one of the following three ways of receiving payment of the vacation pay:

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

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

11.05 Paid vacation leave shall be scheduled in accordance with operational requirements and must be taken prior to the end of the calendar year. Seniority will be taken into consideration for determining employee preferences.

11.06 Should the employee choose option (c) of clause 11.04 the following will apply:

- (a) The banked vacation pay shall be adjusted to reflect any wage increases received. During vacation leave the employee will be paid from the vacation pay bank accrued in the previous year. The employee will be paid at his/her rate of pay in effect at the time the vacation time is taken.
- (b) At the beginning of each year the employee will be notified by Payroll of the dollar amount of the vacation bank available in that year.
- (c) Any vacation pay owing at the end of the year (which had been earned in the previous calendar year) will be paid out and may not be carried over to the next calendar year.

11.07 Where the employee chooses option 11.04 (a), (b) or (c) the vacation pay shall be divided by the employee's hourly rate and the resultant calculation of hours paid shall be credited to the employee's service and seniority hours accordingly, each pay period.

11.08 If an employee chooses to change options available under 11.04 the employee must inform Payroll, using the appropriate form, not later than June 30<sup>th</sup> to begin banking vacation pay in the next calendar year or to begin receiving vacation pay bi-weekly in the next calendar year.

11.09 A designated holiday which falls within a vacation period shall not be considered as a day of vacation.

- 11.10 Each employee's regular hours accumulated in a pay period shall be multiplied by the appropriate vacation entitlement in accordance with clause 11.01, and the hours resulting from the calculation shall be credited to the employee's seniority .

**LETTER OF INTENT**  
**HARMONIZATION OF VACATION YEAR**

The parties agree to identify and resolve any outstanding issues regarding the harmonization of the vacation year.

**LETTER OF INTENT**  
**VACATION ENTITLEMENT FOR PART-TIME EMPLOYEES WHO MOVE TO THE FULL-TIME**  
**COLLECTIVE AGREEMENT**

The Parties agree to meet within 30 days of ratification to develop language to ensure that part-time employees are treated in the same manner as temporary employees when they move from a part-time unit into the full-time unit.

**Article 12**  
**SENIORITY**

- 12.01(a) For the purposes of determining a seniority date, an employee's aggregate paid hours will be converted by using the following formula: two thousand and eighty (2,080) paid hours equals one (1) year.
- 12.01(b) An employee's seniority shall be calculated from his/her initial date of hire, provided he/she is not absent from work for any period exceeding twelve (12) continuous months for reasons other than illness, injury, layoff or an approved leave of absence. If he/she has been so absent, his/her seniority shall accumulate from his/her last date of hire.
- 12.01(c) Notwithstanding the foregoing sub-clause, as of May 11, 2000, all employees who were previously covered by a Collective Agreement shall have placed to their credit such seniority as they had accumulated in accordance with the terms of their predecessor Collective Agreements. Following the aforementioned effective date, employees shall continue to accrue seniority in accordance with the terms of this Collective Agreement.
- 12.01(d) Notwithstanding clause 12.01(b), as of May 11, 2000, all employees who were not covered by a predecessor Collective Agreement shall have placed to their credit seniority in accordance with Section 33(3)(b) or (c) of the Public Sector Labour Relations Transition Act, 1997, S.O. 1997, c.21, Schedule. B, which shall be calculated from their first date of hire with their predecessor employer unless they lost seniority in accordance with clause 12.02, in which case it shall be calculated from their subsequent date of hire. Following the aforementioned effective date, employees shall continue to accrue seniority in accordance with the terms of this Collective Agreement.
- 12.01(e) Notwithstanding Clause 12.01(b), as of May 11, 2000, all employees who were covered by a predecessor Collective Agreement and who are not excluded from the Unit B bargaining unit in accordance with Clarity Note 2 in Article 2 (Recognition) shall have placed to their credit such seniority as they had accumulated in accordance with the terms of their predecessor Collective Agreements. Following the aforementioned effective date, employees shall continue to accrue seniority in accordance with the terms of this Collective Agreement.

- 12.01(f) As soon as possible following the ratification of this Collective Agreement, the City shall, for each employee (other than new hires or employees previously notified) coming within the Unit B bargaining unit, establish such employee's seniority, and notify him/her in writing of such. A complaint concerning the accuracy of an employee's seniority shall be considered if submitted within sixty (60) working days of the employee's receipt of the notice of seniority.
- 12.01(g) The City shall notify employees on their bi-weekly pay stubs of their accumulated hours for seniority purposes.

### **Loss of Seniority**

- 12.02 An employee shall lose all seniority and service if,
- (i) he/she voluntarily terminates his/her employment subject to the right to rescind in clause 12.07;
  - (ii) he/she is discharged for reasonable cause;
  - (iii) he/she fails to report for scheduled work within ten (10) working days from the date he/she is recalled to work under the provisions of Article 12.05;
  - (iv) he/she is not recalled to work within twenty-four (24) months of the date of his/her removal from work pursuant to the staff reduction article;
  - (v) he/she does not work for any period exceeding twelve (12) continuous months for reasons other than illness, injury, layoff or approved leave of absence;
  - (vi) on six (6) or more occasions in the calendar year he/she, without reasonable cause, fails to report for work, after having agreed to report; or
  - (vii) he/she is absent on an unauthorized leave from the City in excess of seven (7) scheduled shifts from the commencement of absence or he/she is absent without notice to the City in excess of seven (7) scheduled shifts from the commencement of the absence, without a satisfactory reason.

### **Seniority Lists**

- 12.03 The City shall maintain a seniority list showing each employee's seniority. The City will provide Local 79 with a copy of the list which will be updated on or about January 1st, on or about May 1st and on or about September 1st of each year.

### **Layoff and Recall**

- 12.04 Prior to actually laying off any employee(s), the Director of Employee and Labour Relations shall provide written notice to Local 79 at least ten (10) working days prior to the impending layoff(s) and shall, if so requested, meet with Local 79 prior to the layoff(s) to discuss such layoff(s). If Local 79 is not available to meet during that ten (10) working day period, the City may proceed with the layoff(s).
- 12.05(a) Where an employee's hours of work are significantly reduced and upon request, the City shall issue a Record of Employment, where permitted by law. Such request shall not constitute a resignation or termination of employment.
- 12.05(b) In the event of a layoff, the most junior employee in the classification at the work location identified for layoff shall have the right to displace the most junior employee in the same classification in the same department who are assigned to a location. Failing such



displacement, the employee shall be laid off with full rights of recall in accordance with this article.

If and when work becomes available within twenty-four (24) calendar months from the date of his/her layoff and provided he/she possesses the necessary qualifications to perform the work, such employee shall be recalled to work in order of seniority within the same position classification within the department.

- 12.05(c) It is the responsibility of every laid off employee to notify the City promptly of any change in telephone number or address.
- 12.06 An employee covered by the Long Term Care Homes and Services Part-time Agreement or the Recreation Workers Part-time Agreement who moves to a part-time position covered by this Collective Agreement shall carry his/her seniority and service as calculated, defined and prescribed in his/her respective Collective Agreement.
- 12.07 An employee who resigns shall have the right to rescind his/her resignation, provided that he/she notifies his/her immediate supervisor in writing, with a copy to the Division Head concerned, within seven (7) calendar days of the date on which he/she tenders his/her resignation.
- Upon receipt of such notification by the employees' supervisor, the employee shall be reinstated to his/her former classification and be eligible for hours as per Article 27 or if applicable, reinstated to his/her former position(s) if the vacated position has not been filled.
- It is understood that such time off shall be without pay but with benefits.

### **Article 13 JOB POSTINGS**

#### **Job Posting to the Full-Time Bargaining Unit**

- 13.01 Employees covered by this Agreement shall have access to the Job Posting procedure as set out in Article 15 (Job Postings) of the full-time Collective Agreement between Local 79 and the City as appended to this agreement (Appendix B)
- 13.02 For the purposes of calculating seniority for appointments or promotions, seniority shall be calculated pursuant to the same formula as set out in clause 12.01 - two thousand and eighty (2,080) paid hours equals one (1) year.
- 13.03 Should a reversion under clause 15.14(a) in the Local 79 Full-Time Collective Agreement be necessary or requested by an employee who was employed in the Local 79 Part-Time Unit B bargaining unit immediately prior to accepting a position in the Local 79 Full-Time bargaining unit, the employee will be reverted to his/her former classification in the Local 79 Part-time Unit B bargaining unit, and shall be credited to him/her the service standing to his/her credit at the time of reversion, including the service earned in the Local 79 Full-Time bargaining unit immediately prior to such reversion. Such service shall be designated as the employee's seniority pursuant to clause 1.01 of the Local 79 Part-Time Unit B Collective Agreement.

The employee shall be offered work in the same work area and/or program unit as he/she was employed in prior to becoming an employee in the Local 79 Full-Time bargaining unit, subject to the availability of work, with the objective that to the greatest extent possible, the

employee is given the opportunity to work the hours they had worked prior to his/her promotion or appointment to a position in the Local 79 Full-time bargaining unit.

**Part-Time Employment Opportunities**

- 13.04 Employees who are interested in being considered for a part-time position in another Local 79 part-time bargaining unit or, to a different classification within the Unit B part-time bargaining unit, may apply to externally posted part-time positions through the City's external website.
- 13.05 Employees who apply will be given first consideration for the part-time position provided that they are qualified. Selection will be based on any or all of the following factors: seniority, education, training, work experience, ability and appraisal of past performance.
- 13.06 Upon request, Local 79 will be provided with the names of successful internal part-time applicants who have been placed as a result of the external posting.

**Article 14**  
**TEMPORARY FULL-TIME ASSIGNMENTS**

- 14.01 Where an employee is temporarily assigned to work full-time in a position covered by the Local 79 Full-Time Collective Agreement, in the same position classification, such assignment shall be for an initial period of up to three (3) continuous months. If any such assignment is required to continue for longer than the initial three (3) month period, it may be extended once for up to a further three (3) continuous months.
- During an initial full-time assignment and any subsequent extension as described above, the employee shall be covered by the Local 79 Unit B - Part-Time Collective Agreement.
- 14.02 If the assignment continues for longer than a total of six (6) continuous months, the employee will be reassigned as a temporary employee and thereafter will be covered by the Local 79 Full-Time Collective Agreement.
- 14.03 The seniority date of an employee who is reassigned as a temporary employee in accordance with 14.02 will be determined in accordance with Article 12.01, unless the employee has, at the time of his/her reassignment, a valid seniority date which had been established under the Local 79 Full-Time Collective Agreement.
- 14.04 It is understood and agreed that an employee covered by a full-time collective agreement who has been laid off in accordance with the provisions of that agreement, and who is subsequently employed under the provisions of this Collective Agreement, shall be treated as a new employee in all respects except that he/she shall not lose his/her right of recall with respect to his/her full-time position.
- 14.05 The Recording Secretary of Local 79 shall be notified in writing when an employee is initially assigned in accordance with this Article, and in the event of any extension. In addition, the Recording Secretary of Local 79 will be advised in writing in the event that an employee is reassigned as a temporary employee in accordance with clause 14.02.

**LETTER OF INTENT**  
**TRIAL PROGRAM – TEMPORARY FULL-TIME ASSIGNMENTS**

Notwithstanding the provisions of Article 14 (Temporary Full-Time Assignments), the parties agree to establish a limited trial program, subject to operational needs, to manage the access of part-time Unit B employees when full-time assignments/hours are to be covered.

### **Children's Services (Municipal Child Care Services)**

1. When management determines that a full-time assignment is available in a Daycare Centre, which is not filled by a full-time temporary employee, and which is anticipated to last for more than ten (10) working days, the temporary full-time assignment shall be first offered to the senior Unit B employee in that classification in the same Pool as the Centre in which the assignment has become available. If the senior Unit B employee has previously indicated that he/she does not wish to work at that Centre, the offer will instead be made to the next most senior Unit B employee who has not excluded that Centre from his/her regular availability and so on in order of seniority until the assignment has been filled. It is further agreed that an employee may refuse a temporary full-time assignment and still be considered for a subsequent assignment if such becomes available within the next six (6) calendar months.
2. The parties agree that management shall also have due regard for the necessity of matching the type of assignment (infants, toddlers, pre-school/kindergarten or school age) to the experiences or previously-expressed age-group preferences/exclusions of the employee(s) to be considered for such assignments.
3. It is understood that assignments may arise on short notice; however, the City will make reasonable efforts to notify employees of such temporary full-time assignments as far in advance as possible.
4. It is agreed that once an assignment has been offered and accepted, the employee will remain on that assignment even if a subsequent temporary assignment becomes available.
5. It is understood that assignments may not last as long as was originally expected, and that an assignment may be extended if required. In either case, the City will attempt to notify the affected Unit B employees as soon as possible.
6. It is agreed that "school age Early Childhood Educators Grade 2" who are assigned to centres will be considered to be eligible for the provisions of this letter as though they were part of the ECE pool relating to their centre, although they are not technically "pool" employees.

### **Hostel Services**

1. When management determines that a full-time assignment is available in a Hostel, which is not filled by a full-time temporary employee, and which is anticipated to last for more than ten (10) working days, the temporary full-time assignment shall be offered to the senior Unit B employee in the same classification in the same Hostel in which the assignment has become available. If the senior Unit B employee indicates that he/she does not wish to accept the assignment, the offer will then be made to the next most senior Unit B employee in the same classification in the Hostel in which the assignment has become available and so on in order of seniority until the assignment is filled. It is further agreed that an employee may refuse a temporary full-time assignment and still be considered for a subsequent assignment if such becomes available within the next six (6) calendar months.
2. It is understood that assignments may arise on short notice; however, the City will make reasonable efforts to notify employees of such temporary full-time assignments as far in advance as possible.
3. It is agreed that once an assignment has been offered and accepted, the employee will remain on that assignment even if a subsequent temporary assignment becomes available.
4. It is understood that assignments may not last as long as was originally expected, and that an assignment may be extended if required. In either case, the City will attempt to notify the affected Unit B employees as soon as possible.

Nothing in the foregoing shall limit management's right to determine whether a position will be filled or create an obligation to assign any full-time work to a Unit B employee instead of electing to have a temporary employee perform some or all of it. Employees who undertake temporary full-time assignments will continue to be covered by the Unit B Collective Agreement consistent with clause 14.01. In the event that their temporary full-time assignment extends for three (3) months or more, the provisions of Article 14 shall apply, including clauses 14.01, 14.02 and 14.05.

The parties agree to promptly meet and discuss any concerns which may arise out of the operation of this letter of intent, which shall continue for the term of this Collective Agreement, unless extended by written agreement of the parties.

**LETTER OF INTENT**  
**TEMPORARY FULL-TIME ASSIGNMENTS**

The parties agree to establish a committee within ninety (90) days of ratification to explore the feasibility of implementing a new practice for the filling of Temporary Full-time assignments. The committee will discuss and attempt to agree on the following, but not limited to:

- length of time that a member of this unit can be in a temporary full-time assignment
- appropriate compensation/benefits for an employee in a temporary full-time assignment
- Ability to revert to the part-time unit
- Terms and conditions for reversion to the part-time unit
- Temporary assignments by seniority

If the parties are able to agree on a new practice then the parties will also consider the applicability of the new practice in the Trial programs for Hostels and Children's Services.

**LETTER OF INTENT**  
**TEMPORARY FULL-TIME ASSIGNMENTS**  
**PILOT PROJECT - TEMPORARY FULL-TIME ASSIGNMENTS**

The parties agree to implement this pilot project to be effective ninety (90) days following the date of ratification of this Collective Agreement. This Letter of Intent shall be deemed to expire effective December 30, 2011 subject to any agreement by the parties to extend this Letter for a definite or indefinite period of time.

For the purpose of this pilot project only, the parties agree that this Letter of Intent will supersede Article 14 for the duration of this pilot project.

**1. Temporary Full-Time Assignments of Less Than Three (3) Months**

When management determines that a full-time assignment is available which is not filled by a full-time temporary employee, and which is anticipated to last for more than ten (10) working days but less than three (3) months, the temporary full-time assignment shall be offered to the senior Unit B employee in the same classification in the same location, provided he/she is qualified to perform the work required.

If the senior Unit B employee indicates that he/she does not wish to accept the assignment, the offer will then be made to the next most senior Unit B employee in the same classification, in the same location, in the same division, in which the assignment has become available, provided he/she is qualified to perform the work required, and so on in order of seniority until the assignment is filled.

**2. Temporary Full-Time Assignments of Three (3) Months or More**

When management determines that a full-time assignment is available which is not filled by a full-time temporary employee, and which is anticipated to last for three (3) months or more but less than twelve (12) months, the temporary full-time assignment shall be offered to the senior Unit B employee in the same classification in the same division, provided he/she is qualified to perform the work required.

If the senior Unit B employee indicates that he/she does not wish to accept the assignment, the offer will then be made to the next most senior Unit B employee in the same classification, in the division, in which the assignment has become available, provided he/she is qualified to perform the work required and so on, in order of seniority until the assignment is filled.

3. Employees may refuse a temporary full-time assignment and still be considered for a subsequent assignment if such becomes available.
4. It is understood that assignments may arise on short notice. The City will make reasonable efforts to notify employee(s) of such temporary full-time assignments as far in advance as possible.
5. It is understood that assignments may not last as long as was originally expected, and that an assignment may be extended if required. An employee shall have the right to refuse an extension if such extension is two (2) days or less and would preclude the employee from being offered a subsequent temporary assignment. In either case, the City will attempt to notify the affected employee(s) as soon as possible.
6. Once an assignment has been offered and accepted, the employee will remain on that assignment even if a subsequent temporary assignment becomes available. Subject to paragraph 5, this shall not affect an employee's right to be offered a subsequent temporary full-time assignment, provided that the commencement of that assignment does not conflict with the assignment that the employee is currently filling. This also shall not affect an employee's right to apply for an opportunity under article 15 of the Full-Time Collective Agreement.
7. Local 79 shall be notified in writing when an employee is initially assigned to a temporary full-time assignment for three (3) months or more in accordance with this Letter of Intent. Such initial notice shall include the employee's name, employee number, the classification of the employee and the expected duration of the assignment. If the assignment has been created to backfill a full-time employee, the City shall provide Local 79 with the name of the employee being backfilled and the expected duration of the assignment, in addition Local 79 will be advised in writing in the event that an employee is reassigned as a temporary employee in accordance with paragraph 8.
8. If the assignment continues for longer than a total of six (6) continuous months, the employee will be reassigned as a temporary employee and thereafter will be covered by the Local 79 Full-Time Collective Agreement.
9. When an employee covered by the Unit B Part-Time Collective Agreement is appointed or promoted to a temporary assignment under Article 15 of the Full-Time Collective Agreement, or reassigned in accordance with, paragraph 8 of this Letter of Intent, he/she shall be covered by the Full-Time Collective Agreement.

Upon completion of the temporary assignment, and any extension thereof, the employee will be given the option of remaining covered by the Full-Time Collective Agreement or of returning back to the Unit B Part-Time Collective Agreement. Local 79 shall be notified in writing of the employee's election.

10. A temporary employee who elects to remain covered by the Full-Time Collective Agreement will be treated in accordance with Article 35.
11. A temporary employee who elects to return to the Unit B Part-Time Collective Agreement will carry back his/her accumulated seniority and service in accordance with Article 20 of the Full-Time Collective Agreement. Such employee will be returned to his/her former classification in the Unit B Part-Time Collective Agreement and be eligible for work as per Article 27, if such work is available.
12. It is understood and agreed that an employee covered by the Full-Time Collective Agreement who is not covered by paragraph 9 of this Letter of Intent, who has been laid off in accordance with the provisions of that agreement, and who is subsequently employed under the provisions of this Collective Agreement, shall lose his/her seniority but shall not lose his/her service or right of recall with respect to his/her full-time position.
13. Nothing in the foregoing shall limit management's right to determine whether a position will be filled or create an obligation to assign any full-time work to a Unit B employee instead of electing to have a temporary employee perform some or all of it.
14. Any issues arising out of the implementation of this pilot project will be referred to the Director of Employee and Labour Relations and the President of Local 79 who will discuss and resolve the issues. If the parties are unable to reach a resolution the pilot project may be terminated by mutual agreement.
15. The parties agree to meet on an annual basis or more often as requested by either party to review the pilot project. Following conclusion of this pilot project the parties shall meet to discuss the implementation of this pilot project on a continuing basis.
16. The parties agree that the pilot project does not apply to the current Trial Programs – Temporary Full-Time Assignments for Hostels and Children's Services except paragraphs 9, 10, 11 and 12 which shall apply to an employee who accepts a temporary full-time assignment under the Trial Program–Temporary Full-Time Assignments for Hostels or for Children's Services.
17. Following the conclusion of the pilot project, the parties agree to discuss the applicability of this pilot project in the Trial Programs–Temporary Full-Time Assignments for Hostels and Children's Services.

**Article 15  
STEWARDS**

- 15.01 Local 79 will supply the City with a list of all its Stewards and Officers as soon as they are appointed and thereafter will notify the City of any change in such list. In the event that a Steward or Officer is permanently transferred by the City from the work area that he/she would normally represent, the City will notify Local 79 as soon as practicable. It is understood and agreed that stewards under the Full-Time Agreement, the Long Term Care Homes and Services Part-Time Agreement, and the Recreation Workers Agreement, are interchangeable with stewards under this Agreement.

**Article 16  
GRIEVANCE PROCEDURE**

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

- 16.02 Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 16.03 For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday, inclusive, but exclusive of designated holidays.
- 16.04 A committee of not more than three (3) officers of Local 79 shall be designated by the President of Local 79 and shall constitute a committee hereinafter called the Local 79 Grievance Committee, to deal with a grievance in accordance with this Article.
- 16.05 The City acknowledges the right of Local 79 to appoint or otherwise select stewards and officers and, in this regard, Local 79 acknowledges and agrees that Stewards and Officers of Local 79 have regular duties to perform as employees of the City and that such employees will not leave their regular duties to assist employees in respect of matters arising under this Article without obtaining the permission of their Division Head or someone designated by him/her and will similarly report upon returning to their regular duties. Such permission shall not be unreasonably denied. Time spent during an employee's regular working hours pursuant to this Article shall be without loss of pay.
- 16.06 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, such difference or allegation, being hereinafter referred to as "the Dispute" in Step One and "the Grievance", the following grievance procedure shall apply.

**(i) Step One – Dispute Resolution**

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

**(ii) Step Two**

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

**(iii) Step Three**

In the event that the Division Head does not provide redress satisfactory to Local 79 it may within ten (10) working days after the receipt of the written

decision of the 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 Representative of Local 79 within twenty (20) working days after receipt of the grievance at Step Three. The Director of Employee and Labour Relations shall advise Local 79 in writing within ten (10) working days after the said conference of his/her decision in respect to the grievance.

The City will grant paid leave of absence to the grievor to attend his/her Step Three grievance meeting(s).

### **Mediation**

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

### **Arbitration**

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

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

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

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

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

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



- 16.12 The single arbitrator, or the Arbitration Board, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon Local 79, the City and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 16.13 Each of the parties hereto will bear the expenses of the nominee appointed to represent it and parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.
- 16.14 The Arbitrator or Arbitration Board shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.
- 16.15 The City will grant paid leave of absence for a grievor to attend his/her arbitration hearing(s).
- 16.16 Employee witness(es) summoned to attend arbitration hearings by the Union will be granted unpaid leave by the City and their wages and any associated expenses will be paid by the Union.

#### **Policy Grievances**

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

#### **Group Grievances**

- 16.18(a) 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 Local 79's option within twenty (20) working days of the circumstances giving rise to the grievance.
- 16.18(b) Group grievances involving a group of employees in two or more divisions shall be filed at Step Three within twenty (20) working days of the circumstances giving rise to the grievance
- 16.18(c) Local 79 will provide a list of all known grievors covered by the Group Grievance.

#### **Suspensions of Less than Ten working Days**

- 16.19 Whenever an employee is suspended for less than ten (10) working days, 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 said employee has been suspended. If the suspension is of five (5) days or more the Division Head shall confer with the Representative(s) of Local 79 within ten (10) working days after receipt of the grievance.

#### **Suspension of Ten Days or More and Discharge**

- 16.20 Whenever an employee receives a suspension of ten (10) days or more or is discharged, grievances shall be initiated at Step Three within twenty (20) working days after said employee has been suspended or discharged. The Division Head and the

Director of Employee and Labour Relations shall confer with the Representative(s) of Local 79 within seven (7) working days after receipt of the grievance. The Director of Employee and Labour Relations will advise Local 79 in writing of his/her decision in respect to the grievance within ten (10) working days following the Step Three meeting.

### **Job Postings to the Full-Time Bargaining Unit**

- 16.21 Any grievance of an employee with respect to Article 13 "Job Postings to the Full-Time Bargaining Unit" shall be initiated at Step Two within twenty (20) working days of the circumstances giving rise to the grievance. In the event that the grievance is with respect to not being selected for a position, if such position is within a Division other than the employee's Division, the grievance shall be directed by Local 79 to the Head of the Division in which the vacancy occurred.

### **Sexual Harassment/Discrimination or Harassment**

- 16.22 Where an allegation is made by an employee that Article 6 (No Discrimination or Harassment) or Article 7 (Sexual Harassment) has been violated, a grievance shall be initiated at Step Two within forty (40) working days after such violation is alleged to have occurred.

### **Management Grievances**

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

### **Disciplinary Discussions and Notations**

- 16.24 Whenever an employee is requested to report for a disciplinary discussion with a supervisor, prior to any disciplinary action being taken, such employee shall be advised of his/her right to a steward or Local 79 representative, as appointed/selected by Local 79 under clause 16.05 to be present at such meeting. Local 79 shall ensure that such representative is available within twenty-four (24) hours of receiving such request. Where such representation is not provided within the twenty-four (24) hours the employee shall be advised of his/her right to the presence of an employee of his/her choice who is on duty at his/her place of work at the time the discussion takes place.
- 16.25 The City shall forward a copy of any letter of discharge to the Recording Secretary of Local 79 within ten (10) days of the discharge.
- 16.26(a) 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 Corporate Personnel File shall be null and void. If the employee requests the removal of a disciplinary notation(s) after such two (2) year period, the disciplinary notation shall be removed from the employee's Corporate Personnel File.
- 16.26(b) Where the disciplinary notation is removed under 16.26(a) or as a result of an agreement between the parties, any reference to the disciplinary notation and any supporting

documentation regarding the matter shall be removed from the employee's Corporate Personnel File.

**Benefit Grievances**

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

**Expedited Arbitration**

16.28(a) The parties may by mutual agreement, proceed with an expedited arbitration for any grievance filed and processed through the grievance procedure.

16.28(b) (i) The grievance shall be placed before one (1) of the following arbitrators:

Janice Johnston	Marilyn Nairn
Robert Herman	Maureen Saltman
David Starkman	

(ii) Upon mutual agreement, the parties may add or delete names of arbitrators on the list during the term of the Collective Agreement.

16.28(c) If none of the foregoing arbitrators are able to satisfy the time limits agreed to between the parties, the parties shall jointly select an alternative arbitrator with an availability that meets the parties' time limits.

16.28(d) An Arbitrator appointed pursuant to this Article shall be deemed to have received the consent of the parties pursuant to Section 48(14) of the Labour Relations Act to mediate the dispute.

16.28(e) The Arbitrator shall issue a "bottom line" decision within seven (7) working days of completion of the hearing. Reasons shall not be issued unless requested thereafter by either party.

16.28(f) Except as modified above, the provisions of the grievance and arbitration provisions set out in the collective agreement shall apply to a proceeding under this Article.

**Human Rights and Harassment Policy**

16.29 In the event a member of Local 79 files a complaint under the City's Human Rights and Harassment policy, the forty (40) working day time limit to file a grievance will commence as of the date the Human Rights process is concluded.

**Investigations**

16.30 Employees who have been removed from the workplace during an investigation will continue to be paid for scheduled shifts until the City concludes its investigation.

**Prescheduled Grievance Meetings**

16.31 The parties shall develop an annual schedule for divisional Step 2 grievance meetings, Step 3 grievance meetings and mediation meetings.

The parties agree to mutual co-operation in the development of lists of grievances to be discussed at grievance meetings at least two (2) calendar weeks prior to the pre-scheduled dates.

**LETTER OF INTENT**  
**GRIEVANCE AND ARBITRATION PROVISIONS**

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

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

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

**LETTER OF INTENT**  
**DISPUTE RESOLUTION TRAINING**

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

**LETTER OF INTENT**  
**INVESTIGATION PROTOCOL**

The parties agree to implement the following Protocol within thirty (30) days of ratification of the Collective Agreement;

The parties further agree to meet to develop and implement a joint training program for up to twenty (20) Local 79 members as determined by Local 79, and management personnel.

The Protocol will continue for one (1) calendar year from the date of implementation. At the end of the one (1) year the parties agree to meet and discuss the continuation or the termination of the Protocol.

Should there be agreement amongst the parties to continue to utilize the protocol, the parties agree to meet to develop and implement a joint training program.

Any disputes arising out of the Protocol will be referred to the President of Local 79 and the Director of Employee and Labour Relations who will discuss and attempt to resolve the issues. Should the parties be unable to find resolution the Protocol may be terminated by mutual agreement.

1. Where the City conducts an investigation which may result in the discipline of a Local 79 employee(s), the employee(s) who is the subject of the investigation will be informed of the nature of the meeting and their right to Local 79 representation. The City shall inform the Chief Steward or designate of Local 79 about the pending investigation meeting and the nature of the meeting.
2. Where practical, the employee will receive twenty-four (24) hours notice of the investigation meeting.
3. At the meeting, the City will disclose the nature of the investigation including the nature of any complaints received.

4. At the meeting, the employee and the Local 79 steward or representative will be informed if the City has contacted or intends to contact the police, children's aid societies or a professional regulatory body regarding the matters under investigation.
5. The employee will be informed of the outcome of the investigation in a timely manner.

**Article 17  
LEAVE OF ABSENCE**

**Bereavement Leave**

- 17.01(a) An employee who is absent from work solely due to the death and/or funeral of the father, mother, father-in-law, mother-in-law, step-parents, son, daughter, brother, sister, step-children, step-brothers, step-sisters, same-sex partner, husband or wife (including common law partner) of such employee shall be compensated for scheduled hours missed by such employee (by reason of such absence) at his/her regular schedule at his/her regular rate of pay for five (5) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.
- 17.01(b) An employee who is absent from work solely due to the death and/or funeral of the son-in-law, step-son-in-law, daughter-in-law, step-daughter-in-law, brother-in-law, step-brother-in-law, sister-in-law, step-sister-in-law, grandparent, step-grandparent, grandchild or step-grandchild of such employee shall be compensated for scheduled hours missed by such employee (by reason of such absence) at his/her regular rate of pay for three (3) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.
- 17.01(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 and/or funeral of persons other than those specified in clauses 17.01(a) and (b) and such request shall not be unreasonably denied.

**Jury or Witness Service**

- 17.02 Each employee who is called to serve as a juror or, except as provided in clause 16.16, is subpoenaed as a witness in a legal proceeding shall:
- (i) be granted leave of absence for such purpose, provided that upon completion of his/her jury or witness service such employee shall present to his/her Division Head a satisfactory certificate showing the period of such service; and
  - (ii) be paid his/her full salary or wages for the period of such jury or witness service provided that he/she shall pay to the Deputy City Manager and Chief Financial Officer of the City the full amount of compensation received for such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than his/her regularly scheduled work day with the City or any monies received for meal allowance or travelling allowances; and
  - (iii) upon being released from jury or witness service in the forenoon of any day, immediately telephone his/her Division for instructions respecting his/her return to work and shall, upon receiving such instructions, comply with same.

**Pregnancy/Parental Leave**

- 17.03(a) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of the Employment Standards Act, 2000, S.O. 2000, as amended.
- 17.03(b) Pregnancy and/or parental leave for an employee who does not qualify under Part XIV of the Employment Standards Act, 2000, S.O. 2000, as amended, shall be granted upon the employee's request, and administered in accordance with the Act.
- 17.03(c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 17.03(a), or is granted in accordance with clause 17.03(b), shall be at the discretion of the Division Head concerned, and shall not involve any expense to the City, but shall result in no loss of seniority.
- 17.03(d) The City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 34 (Employee Benefit Plans), and shall pay its share of any applicable pension contributions under Article 37 (Pensions and Retirement), for any pregnancy and/or parental leave taken pursuant to clauses 17.03(a) or 17.03(b), unless the employee elects in writing that he/she does not wish benefit coverage.
- 17.03(e) Pregnancy and/or parental leave in accordance with clauses 17.03(a) or 17.03(b) shall not involve any expense to the City, except as provided in clauses 17.03(d), 17.04, 17.05 and 17.06.
- 17.03(f) Vacation and increment entitlement, where applicable, will not be reduced as a result of any period of Pregnancy and/or Parental Leave taken in accordance with 17.03(a) or 17.03(b) herein.
- 17.04(a) An employee who is eligible for pregnancy leave under clause 17.03(a) or an employee who requests and is granted pregnancy leave under clause 17.03(b), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:
- (i) For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City, and
  - (ii) For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of her pregnancy leave, and the sum of her weekly Employment Insurance benefits and any other earnings.
- 17.04(b) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their Employment Insurance benefits for the period of unemployment.
- 17.04(c) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.
- 17.05(a) An employee who is eligible for parental leave under clause 17.03(a) or who requests and is granted parental leave under clause 17.03(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:

- (i) For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable), and
- (ii) For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of the leave of absence, and the sum of the employee's weekly Employment Insurance benefits and any other earnings.

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

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

17.06 On returning from pregnancy and/or parental leave, the employee's seniority shall be adjusted for each full pay period of absence:

- (i) By forty (40) hours to a maximum of seven hundred and twenty (720) hours; or
- (ii) By the average hours worked per pay period in the twenty-six (26) pay periods preceding the leave of absence to a maximum of twenty-six (26) pay periods, whichever is greater.

The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list produced in accordance with clause 12.03 following the employee's return to work.

17.07 An employee who is granted an extension of parental leave in accordance with clause 17.03(c) shall be responsible for paying in advance by post-dated cheque(s) the full premiums for the insurance coverage referred to in Article 34 (Employee Benefit Plans) for any period of such extension. Such employee shall be advised of the cost of applicable benefits if the employee wishes to continue any such benefit coverage. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

**Citizenship Leave**

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

**Personal Leave**

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

**Military Service**

- 17.10 The City agrees that Local 79 members shall have access to the City's policy on Leave of Absence: Military Service, as it may be amended from time to time.

**Employees Seeking Election to Political Office**

- 17.11 The City will ensure that the City policy concerning "Employees Seeking Election to Political Office" as it may be amended from time to time, is accessible to employees in the Local 79 Unit.

**Leave Without Pay**

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

**Quarantine**

- 17.13 Time lost by an employee as a result of a legally recognized quarantine because of a job related incident shall be treated as a leave of absence with pay for the duration of the quarantine.

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

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

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

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

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

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

**Leave of Absence to Attend Labour Convention**

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

**Leave of Absence to Attend Labour Conference**

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

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



- 17.16(a) Whenever an employee is on leave of absence on Local 79 business, such absence shall not affect any benefits to which he/she is entitled other than pay.
- 17.16(b) Whenever an employee is on leave of absence on Local 79 business, the City shall pay the employee's wages and benefits for the scheduled hours missed by reason of such leave, invoice Local 79 and Local 79 shall, forthwith, remit full reimbursement to the City. This provision does not apply to employees who are elected or appointed to full-time Union positions in accordance with clause 17.14(a) or (b).

### **Local 79 Negotiating Committee**

- 17.17 The City will recognize a Negotiating Committee of up to four (4) members selected by Local 79. Leave of absence without loss of pay or benefits and with accumulation of seniority shall be granted to members of the Local 79 Negotiating Committee for the purpose of preparing proposals and negotiating a Collective Agreement or amendments thereto. The name of each of the members of the Negotiating Committee shall be provided in writing to the Executive Director of Human Resources. Requests for paid leave of absence for additional members of the Negotiating Committee shall be considered on a case by case basis.

### **Leave of Absence for Chief Steward and Unit Officers**

- 17.18(a) Upon request from Local 79, the City shall provide a full-time leave of absence with full pay and benefits for the Chief Steward and three (3) Unit Officers of Local 79. In addition the three (3) Unit Officers representing the Long Term Care Homes and Services Part-time, Unit B Part-time and Recreation Workers Part-time, or alternates as designated by Local 79 will be granted leaves of absence of one (1) day per week without loss of pay or benefits.
- Effective January 1, 2010, the three (3) Unit Officers representing the Long Term Care Homes and Services Part-Time, Unit B Part-Time and Recreation Workers' Part-Time, (or alternates) as designated by the Local will be granted leave of absence of two (2) days per week, without loss of pay or benefits
- 17.18(b) At least two (2) weeks prior to the commencement of the leave of absence, Local 79 shall provide the City with a written request for the leave. The leave may not commence until the City confirms, in writing, its approval for the leave however, the commencement of the leave will not be delayed due to operational requirements for a period greater than four (4) calendar weeks from the date of the request.
- 17.18(c) The paid leave is for the purpose of resolving grievances, problem solving and working with management to further the union/management relationship in the workplace and any other duties the parties may mutually agree to.
- 17.18(d) During such paid leave, the Chief Steward and Unit Officers shall:
- (i) be authorized to make decisions on behalf of Local 79 related to dispute and grievance resolution, subject to final disposition by the Local 79 Grievance Committee; and,
  - (ii) be available on a day-to-day basis to meet with and discuss issues, concerns, grievance resolution and any other matter with the City as needed; and
  - (iii) promote an environment based on mutual respect and professionalism in all dealings.
- 17.18(e) The Chief Steward and Unit Officers shall provide, on a bi-weekly basis to the Director, Employee and Labour Relations, a log outlining:

- a) meetings they attended;
  - b) dates and times of the meetings;
  - c) purpose of the meetings;
  - d) City representatives they met with;
  - e) time not spent in meetings shall also be recorded in the log and will include information describing how the time was spent; and
  - f) absences due to illness, vacation, etc.
17. 18(f) Information in the log will be used by the City to ensure that accountability for the paid leave can be verified.
17. 18(g) In the event the Chief Steward or Unit Officers are absent due to illness, vacation or any other reason they shall be required to notify the designated person from the Local, who shall in turn contact the Director, Employee and Labour Relations for record keeping purposes.
17. 18(h) Should any difficulties or concerns arise with respect to the granting or continuation of these leaves, the President of Local 79 and the Director, Employee and Labour Relations shall meet 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 referred to mediation/arbitration.

**LETTER OF INTENT**  
**PAYMENT FOR WORK OUTSIDE OF COMMITTEE MEETINGS**

Upon request, the City shall pay the wages and benefits of Local 79 members for time spent on committee work outside of committee meetings. Such requests will be co-ordinated through the President of Local 79 or his/her designate and the Director, Employee and Labour Relations, and will not be unreasonably denied.

**Article 18**  
**PROTECTIVE EQUIPMENT, PROTECTIVE CLOTHING AND WEARING APPAREL**

- 18.01(a) Protective equipment and protective work clothing shall be supplied to all employees who are required to perform duties where hazards exist. Where the City provides wearing apparel, personal protective equipment or protective work clothing, it must be worn by the employee, provided that it is recognized that there may be occasions during an employee's working hours when the wearing of protective equipment or protective clothing is unnecessary to the employee's safety or well-being.
- 18.01(b) Protective equipment, protective clothing and wearing apparel shall be supplied to all employees in accordance with the Local 79 Protective Equipment, Protective Clothing and Wearing Apparel Policy, or as mutually agreed.
- 18.01(c) The City shall post the Protective Equipment, Protective Clothing and Wearing Apparel Policy for Local 79 members on the City's Intranet and shall promptly post any agreed to amendments.
- 18.02 Each employee of the City coming within the Local 79 Part-time Unit B bargaining unit who is engaged in work, the nature of which requires the use of safety boots or shoes, shall be supplied with safety boots or shoes, which shall be replaced as required.

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

18.03 The City and Local 79 agree to continue the Protective Equipment, Protective Clothing and Wearing Apparel Committee on an as-required basis for the purpose of jointly addressing protective equipment, protective clothing and wearing apparel issues.

The committee shall consist of eight members, four appointed by each party. Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.

18.04 The Committee shall have the following responsibilities:

- (a) The resolution of any issues arising out of the interpretation, application, administration of the Local 79 Protective Equipment, Protective Clothing and Wearing Apparel Policy, including any proposed amendments thereto.
- (b) Address any additional protective equipment, protective clothing or wearing apparel issues that may arise during the term of the Collective Agreement.

18.05 Any dispute involving the application, administration or interpretation of the Local 79 Protective Equipment, Protective Clothing and Wearing Apparel Policy, including any proposed amendments, may be filed by either Local 79 or the City as policy grievances commencing at Step 3 of the grievance procedure described at Article 16 of the Collective Agreement.

18.06 The City shall pay an annual clothing allowance of one hundred and fifty dollars (\$150.00) on a pro-rata basis to Children's Services Division Housekeepers covered by this Collective Agreement, on the first pay period following March 31, of each year. The annual clothing allowance will be pro-rated based on aggregate hours paid in the year.

## **Article 19 LEGAL EXPENSES**

19.01 Where an employee is charged with an offence under the Criminal Code, R.S.C. 1985, as amended, the Highway Traffic Act, R.S.O. 1990, as amended or other Statute(s) or is charged or has a complaint laid against him/her which may result in discipline by his/her professional regulating organization arising out of an act or acts done in the performance of his/her duties:

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

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

19.02 For employees who are members of a professional regulating organization, "acquitted" includes any final decision that does not result in disciplinary action. For employees who are members of a profession listed in the Regulated Health Professions Act, 1991, S.O. 1991, as amended, "disciplinary action" occurs only when imposed by the applicable Discipline Committee.

19.03 Where an action or other proceeding is brought against an employee of the City, which in the opinion of City Council arises out of acts or omissions done or made by such employee in his/her capacity as an employee of the City, the City may pay damages or costs awarded against such employee or legal expenses incurred by him/her as may be determined by City Council as provided for by Section 279 of the Municipal Act, 2001, S.O. 2001, as amended. Whenever an action or other proceeding is brought against an employee, the employee is to advise the Insurance and Risk Management Section of the Treasury and Financial Services Division immediately with respect to such action or proceeding.

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

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

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

**Article 20  
NO STRIKE OR LOCKOUT**

20.01 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, S.O. 1995, as amended.

**Article 21  
PLURAL**

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

**Article 22  
ACQUAINTING NEW EMPLOYEES**

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

- 22.01(b) The steward or a Local 79 Representative, as the case may be, shall be allowed fifteen (15) minutes to meet with the new employee at times mutually acceptable to the steward or Local 79 Representative, as the case may be, and the employee's immediate supervisor.
- 22.01(c) Where the City holds a formal orientation session for a group of new employees, the President of Local 79 or his/her designate shall be invited to participate in the orientation session. Where the President's designate attends such orientation session, time spent at the session shall be without loss of pay or benefits.

**Article 23  
EMPLOYEE ACCESS TO CORPORATE PERSONNEL FILE**

- 23.01 Each employee shall have access to and be able to view his/her Corporate Personnel File upon request.
- 23.02 No disciplinary notation, evaluation, performance report, or other adverse notation shall be added to the Corporate Personnel File until a copy of such document has been provided to the employee.

**Article 24  
REQUEST FOR TRANSFER**

The parties agree that the following language will supersede any and all divisional or Corporate transfer policies.

- 24.01(a) An employee wishing a transfer within his/her division and same classification to another location, shall submit a request in writing to his/her Division Head.
- 24.01(b) An employee wishing a transfer outside his/her division (within the same classification) to the same or another location, shall submit a request in writing to the Human Resources Division.
- 24.01(c) Once an employee submits a transfer request in writing, it shall remain on file until he/she is transferred, refuses the transfer or withdraws the transfer request. The City will acknowledge in writing to the employee receipt of such request for transfer within fourteen (14) days of receipt.
- 24.01(d) All transfers under this article shall be offered to qualified employees in order of seniority in the classification, taking operational needs into consideration. Transfers will not be unreasonably denied.

**Reorganization/Service Consolidation – Related Transfers**

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

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

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

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

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

#### **Article 25 WORKPLACE SAFETY AND INSURANCE BENEFITS**

- 25.01 An employee who sustains an injury or disease arising out of and in the course of his/her duties is covered by the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.
- 25.02 Where an employee sustains a work related injury or a compensable illness and is unable to work as a result thereof, upon approval of his/her claim he/she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Board.
- 25.03 Notwithstanding anything herein contained in this Agreement, where an employee is absent due to a compensable injury, such employee shall, upon his/her return to work, receive a seniority credit for such absence. Such seniority credit shall be calculated on the basis of the employee's average number of paid hours per pay period during the eight (8) full pay periods immediately preceding the date of the accident. For the purposes of clarity, a full pay period missed will be credited with the average number of paid hours as calculated above. Where less than a full pay period is missed, seniority shall be credited for days scheduled and not worked.
- 25.04 Where an employee sustains a compensable injury or illness and as a result must leave work before the end of his/her shift, he/she shall receive full pay for the balance of his/her shift on that day.
- 25.05 Where an employee is absent due to a compensable injury or illness, the pro-rata portion of his/her benefit premiums that were in effect on the date of the injury in accordance with Article 34 (Employee Benefit Plans) shall not be adversely affected for the duration of his/her absence nor for the first eight (8) full pay periods immediately following his/her return to work.
- 25.06 Where a WSIB claim is approved and the employee has returned to work and requires medical appointments related to the compensable injury, such time shall be at

no cost to the employee provided the employee makes all efforts to first schedule such appointments outside of normal working hours.

25.07 Any employee who is on a City paid leave of absence while conducting Local 79 related activities will be considered an employee of the City for WSIB purposes.

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

#### **Article 26 MODIFIED WORK PROGRAM**

26.01 The City agrees that members of Local 79 are covered by the Modified Work Program which may be amended by mutual agreement from time to time. The City agrees to post the program on the intranet.

#### **Article 27 SCHEDULING**

27.01 The City acknowledges that Local 79 has an understandable concern with respect to the role of seniority in scheduling within any identified work and/or program unit within a work location within the Division involved. Accordingly, in cases where the Employer determines that the requirements and efficiency of the operations of the identified work and/or program unit within the Division will permit, the Employer shall, in establishing the work schedules, give consideration to the seniority ranking of employees within the applicable job classification.

27.02 Should Local 79 have any concerns arising out of the scheduling of work as set out above, the Director of Employee and Labour Relations shall meet with the President of the Local or designate and/or a committee designated by the President for the purpose of resolving those concerns.

27.03 The parties agree to make every effort to resolve any concerns that may arise out of the scheduling of work within the thirty (30) day period following the date on which the matter was first brought to the attention of both parties.

27.04 The Director of Employee and Labour Relations shall, in conjunction with the President of Local 79 or designate and/or a committee designated by the President, develop a process that will provide Local 79 with reasonable access to the records of the City that pertain to the allocation of work within this bargaining unit, to the extent that it is lawful to do so.

27.05 The parties shall within 90 days of the issuance of the final award dated November 5, 2002 form a joint committee for the purpose of developing appropriate scheduling arrangements that are consistent with the operational needs of the City, in any division(s) in which Unit B members are employed. The City shall provide Local 79 with a copy of all current scheduling policies in advance of the first meeting of the joint committee.

27.06(a) Where a work schedule is produced in connection with any identified work and/or program unit within a work location within a division, the City shall make reasonable efforts to post such work schedules at least two (2) weeks in advance.

- 27.06(b) It is understood and agreed that such schedules are subject to change as required by operational needs. Wherever possible, the City will make reasonable efforts to provide employees with at least forty-eight (48) hours' notice of a change in their hours of work. The City shall inform the employee of such change.

**Exchange of Shift**

- 27.07 With prior authorization, employees shall be permitted to switch shifts of equal time.

**LETTER OF INTENT  
EARLY CHILDHOOD EDUCATOR GRADE II (ECE II) POOL SCHEDULING  
CHILDREN'S SERVICES DIVISION**

The parties agree that Pool Scheduling for Early Childhood Educators Grade II (ECE II) shall follow these terms and conditions:

1. Each ECE II assigned to a pool shall indicate in writing on a form provided:
  - (a) his/her availability to work between the hours of 7:00 a.m. to 6:00 p.m.
  - (b) his/her availability to work partial shifts of less than seven (7) hours
  - (c) the days of the week on which he/she is available for work
  - (d) the age group(s) with which he/she is prepared to work
  - (e) any sites (within the employee's assigned pool) at which he/she does not wish to be assigned to work.

Taken together, these will constitute the employee's "availability" for the purpose of offering work.
2. Employees may change their availability by submitting an amended availability form to the Staffing Supervisor or designate. A minimum of one week's written notice of any change in availability is necessary and must be submitted before the schedule for the following week is prepared. Longer notice would be preferable.
3. The seniority of the employees will be determined in accordance with Clause 12.03 (as updated three times annually on or about January 1, May 1, and September 1).
4. Respecting the part-time nature of Unit B, it is understood that no employee can work more than the equivalent of eight (8) days/fifty six (56) hours per pay period.
5. When the Staffing Supervisor or designate is unable to contact an ECE II to offer work, the work will then be offered to the next most senior employee. The Staffing Supervisor or designate shall wait a reasonable amount of time for the employee to acknowledge acceptance of the work.
6. It is agreed that once an assignment has been offered and accepted, the employee will remain on that assignment, even if another assignment later becomes available, it being understood that "assignment" herein does not include Full-time Temporary Assignments under Article 14.
7. It is understood that an assignment may not last as long as was originally expected (for example, if an absent employee returns to work earlier than anticipated).
8. Work will be assigned in each pool by seniority in two different streams ("Known Available Work" and "Call-In Work"), beginning with known available work.
9. Definitions:



“Known Available Work” is the work that is known to be available as determined on the Thursday prior to the week in which it is available.

“Known Available Work” can be for a partial day (less than seven (7) hours) to five (5) days (thirty five (35) hours) and the nature of the work is that it is known in advance. Employee(s) shall have the right to decline assignments offered which include one (1) or more shifts that are less than a full shift (i.e., seven (7) hours) and retain his/her right to be offered the next largest assignment of known work.

“Call-in Work” is work that is not known to be available by 6:00 p.m. on a Thursday for the following week. “Call-in Work” can be for a partial day (less than seven (7) hours) to five (5) days (thirty five (35) hours) and the nature of the work is that it is without notice.

**10. Known Available Work for the Following Week (for Week 1)**

- (a) When the Staffing Supervisor or designate receives notice prior to 6:00 p.m. on Thursday of the work which will be available in the following week (Week 1), as early as feasible on Friday, he/she will offer the most senior ECE II in the pool the largest assignment which is consistent with his/her availability, up to a maximum of thirty five (35) hours for Week 1. For this purpose, assignments at the same site may be combined in one offer (consecutive days or not). Assignments at different sites within the pool that do not overlap (e.g. Monday – Tuesday at one site and Thursday at another site) may also be combined in one offer. This could include assignments that are for different age groups or replacing different absent staff.
- (b) The Staffing Supervisor or designate will offer the next largest assignment to the next most senior ECE II consistent with his/her availability, up to a maximum of thirty five (35) hours for Week 1, and so on until the known available work for Week 1 has been offered to members of the pool in order of seniority, consistent with their availability.
- (c) If a senior ECE II's availability does not allow him/her to be offered the largest assignment available at that time, and that assignment is therefore offered to the next most senior employee, the more senior “skipped” ECE II will be offered the next largest assignment consistent with his/her availability, if one is available, before it is offered to another employee.

**Call-In Work (During Week 1)**

- (d) Once all the known available work for Week 1 has been offered in accordance with the foregoing procedure, the second stream of assignments (call-in work which occurs during Week 1) will be offered in order of seniority, beginning with the most senior employee next in line after the first stream was complete.
- (e) As Week 1 actually unfolds (including assignments which are communicated to the Staffing Supervisor or designate on Friday of the preceding week), call-in work would go to the most senior person in order on the list:
  - who is available for the assignment and
  - has not been scheduled for any work in that week.
- (f) If additional work is still available after the remaining members of the pool have been contacted, it may be offered to employees who have already been assigned work, provided that they are available for the additional work.

**Known Available Work for the Following Week (For Week 2)**

- (g) When the Staffing Supervisor or designate receives notice, prior to 6:00 p.m. on Thursday, of the work which will be available in the following week (Week 2), as early as feasible on Friday, beginning with the first ECE II in the pool who was not assigned known available work in the preceding week (Week 1), he/she will offer that ECE II the largest assignment which is consistent with his/her availability to the maximum hours of work for the pay period (as per number 4 above). For this purpose, assignments at the same site may be combined in one offer (consecutive or not). Assignments at different sites within the pool that do not overlap (e.g. Monday – Tuesday at one site and Thursday at another site) may also be combined in one offer. This could include assignments that are for different age groups or replacing different absent staff.
- (h) The Staffing Supervisor or designate will offer the next largest assignment to the next most senior ECE II consistent with his/her availability, to the maximum hours of work for the pay period (as per number 4 above), and so on until the known available work for Week 2 has been offered to members of the pool in order of seniority, consistent with their availability.
- (i) If a senior ECE II's availability does not allow him/her to be offered the largest assignment available at that time, and that assignment is therefore offered to the next most senior employee, the more senior "skipped" ECE II will be offered the next largest assignment consistent with his/her availability to the maximum hours of work for the pay period (as per number 4 above), if one is available, before it is offered to another employee.

**Call-In Work (During Week 2)**

- (j) Once all the known available work for Week 2 has been offered in accordance with the foregoing procedure, the second stream of assignments (call-in work which occurs during Week 2) will be offered in order of seniority, beginning with the most senior employee next in line after the first stream was complete.
  - (k) As Week 2 actually unfolds (including assignments which are communicated to the Staffing Supervisor or designate on Friday of Week 1), call-in work would go to the most senior person in order on the list:
    - who is available for the assignment and
    - has not been scheduled for any work in that week
    - has not exceeded the maximum hours of work for the pay period (as per number 4 above).
  - (l) If additional work is still available after the remaining members of the pool have been contacted, it may be offered to employees who have already been assigned work, provided that they are available for the additional work and have not exceeded the maximum hours of work for the pay period (as per number 4 above).
11. The foregoing pattern will continue on a rotating basis, ensuring that employees have access by seniority to both known available work and call-in work, until the list has been exhausted or for a period of up to four (4) weeks, whichever comes first, at which time the schedule will commence again at Week 1 beginning with the most senior employee.

The sequence of work offers for both known and call in work by pool will be prepared and accessible to the employees as early as feasible on Friday of each week.

12. Nothing in this Letter of Intent shall affect or limit management's ability to utilize full-time staff (temporary or permanent) or its rights to utilize the Trial Program—Children's Services (Article 14).

**LETTER OF INTENT**  
**EARLY CHILDHOOD EDUCATOR GRADE II POOL SCHEDULING**  
**CHILDREN'S SERVICES DIVISION**

The parties agree that there may be outstanding issues related to the implementation of the pilot project – Early Childhood Educator Grade II Pool Scheduling – Children's Services Division. The parties agree to meet within sixty (60) days of ratification to attempt to resolve such issues. The parties further agree that Mediator/Arbitrator Tim Armstrong is seized of any disputes between the parties arising out of the pilot project.

**LETTER OF INTENT**  
**CHILD CARE AIDE (CCA) SITE-SPECIFIC SCHEDULING**  
**CHILDREN'S SERVICES DIVISION**

Child Care Aides (CCA's) with regularly assigned hours of work who are assigned to a specific child care centre will have their work scheduled as follows:

1. Each Child Care Aide (CCA) with regularly assigned hours of work assigned to a Centre will indicate in writing on a form provided:
  - (a) His/her availability to work morning and/or afternoon hours;
  - (b) His/her preference(s) as to age group.
2. Employees may change their availability by submitting an amended availability form to the Centre Supervisor. A minimum of one week's written notice of any change in availability is necessary and must be submitted before the schedule for the following week is prepared. Longer notice would be preferable.
3. The Centre Supervisor will determine the level of CCA staffing which is anticipated to be required in the following week, and post a schedule by Thursday of the week before the schedule is in effect.
4. In the event that a regularly assigned CCA is absent, wherever possible the work will be first offered to the other CCA's assigned to that Centre (and not already scheduled for conflicting hours), in order of seniority, where practicable, provided that the employee has indicated a willingness and has the ability to work with the age group in which the work is available.
5. The seniority of the employees will be determined in accordance with Clause 12.03.
6. It is understood that changes in arrival/departure times, other than employees arriving later/leaving earlier, delays in children's busing to/from school, inclement weather, etc., may result in CCAs being asked to work longer than initially scheduled from time to time.
7. When additional regularly assigned work becomes available in a Child Care Site (for example, as a result of increases in enrolment, changes in attendance patterns, or because a CCA has left), it will be first offered to the other Unit B employees in that classification working at that Centre, in order of seniority, provided that the employee has indicated a willingness and has the ability to work with the age group in which work is available.
8. It is also understood that circumstances may affect the amount of work available from week to week, or indefinitely. Examples would include changes in enrolment patterns, arrival/departure times, full-time staff shift arrangements, attendance patterns, or the impact of illness on the Site.

When the amount of work decreases, the remaining work will be allocated each week to CCAs on the basis of seniority, subject to the employee's willingness and ability to work with the age group in which the work is available.

**LETTER OF INTENT**  
**MAXIMIZATION OF HOURS FOR CHILD CARE AIDES IN CHILDREN'S SERVICES**

The City and the Union recognize that it's in the City's best interest to provide continuity for the children cared for in the Centres and a stable work environment for its employees. To this effect the parties agree to establish a committee to study the issue with a view to maximizing hours for employees in the CCA classification by seniority.

The review will include but not be limited to the following:

Studying the various scheduling practices of other child care providers within the City of Toronto including hours of work and length of shift.

Analysis of current scheduling practices in Municipal Child Care Services for Child Care Aides.

Following a joint review of the information gathered, the parties shall meet to discuss the establishment of a process to maximize hours for employees by seniority. The City will implement the changes as agreed to no later than January 31, 2006.

If the parties are unable to reach an agreement on a new scheduling practice, the matter shall be referred to Mediator Tim Armstrong.

**LETTER OF INTENT**  
**SCHEDULING – HOSTEL SERVICES**

**Part-Time Scheduling in Hostels**

The City and Local 79 are mutually committed to developing an administratively efficient scheduling system which is reflective of the complex scheduling issues within Hostels, based on seniority and availability of work for Local 79 members.

A joint committee consisting of four (4) Local 79 Representatives and four (4) Management Representatives will be formed immediately following ratification of the Collective Agreement to develop a Scheduling Pilot Project. Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.

The committee will develop a Scheduling Pilot Project which will be implemented in January, 2010 for a one (1) year period, unless the parties mutually agree to a shorter time period, in the following Hostels/Programs:

- Seaton House – Hostel Program
- Robertson House
- Property Services

This Pilot Project will encompass all classifications within the above stated Hostels/Programs with the exception of Food Services.

Scheduling by seniority in this Scheduling Pilot Project will apply to scheduled work and call in work.

The committee will look at issues such as, but not limited to the following:  
The unique operational/staffing needs of the Hostel/Program

- a) The definition of scheduled and call-in work
- b) The distribution of scheduled work based on seniority and the availability of work
- c) Availability of staff for scheduled/call-in work
- d) The posting and duration of schedules

The following principles will apply to the development of the schedules:

- a) The parties will mutually agree to the maximum number of shifts/hours of work that will be scheduled on a biweekly basis for part-time staff based on seniority.
- b) The parties agree that where practicable and subject to available work and the employees availability, employee's in the top twenty-five percent (25%) of the seniority list for the classification in the work location/program shall be prescheduled first to a maximum number of agreed to shifts in order of seniority.
- c) Work will then be scheduled for the next twenty-five percent (25%) of the seniority list where practicable and subject to available work and the employee's availability in the work location/program to a maximum number of agreed to shifts in order of seniority.
- d) Work will then be scheduled for the third twenty-five percent (25%) of the seniority list and then the fourth twenty-five percent (25%) where practicable and subject to available work and the employee's availability in the work location/ program, to the maximum number of agreed to shifts in order of seniority.
- e) Seniority will be based on the most recent seniority list posted in accordance with the Collective Agreement.

The committee shall agree on the parameters of the Scheduling Pilot Project prior to its implementation taking into account the considerations outlined above and any other matters raised by the committee. Any disagreements that can not be resolved by the appointed committee members shall be referred to the Director of Labour Relations and the President of Local 79 for discussion and resolution. Following this referral, if the dispute remains unresolved, the matter shall be referred to mediator Tim Armstrong.

Prior to the implementation of the Scheduling Pilot Project, the City and the Union agree to release a joint letter to affected part-time staff to communicate facts about the project prior to implementation.

The Committee agrees to jointly conduct a review every three (3) months or more frequently if requested, following the implementation of the Scheduling Pilot Project, to identify any issues or concerns and make recommendations regarding any changes that may be required. The review may include the analysis of scheduling data as well as obtaining feedback from employees and management regarding the new scheduling practices.

Individual scheduling issues arising out of this pilot project shall not become the subject of a grievance during the implementation phase of the pilot. Any issues arising out of the implementation of the Scheduling Pilot Project will be referred to the President of Local 79, the Unit Officer Unit B and the Director, Hostel Services or their designates who will discuss and resolve the issues. If the parties are unable to reach a resolution, the matter shall be referred to Mediator Tim Armstrong.

Following successful completion of the Pilot Project, the City agrees to implement the scheduling practices mutually agreed to by the Committee in the other Hostel Programs, on or by January, 2011.

**LETTER OF INTENT**  
**SCHEDULING FOR CLEANERS IN THE**  
**FACILITIES MANAGEMENT AND REAL ESTATE DIVISIONS**

The parties agree to meet within 90 days of ratification to develop and implement a pilot project for scheduling by seniority to maximize hours for the Cleaner classifications covered by this Collective Agreement within the Facilities Management and Real Estate Divisions. The City will implement the changes to scheduling practices as agreed to no later than March 31, 2010.

Individual scheduling issues arising out of this pilot project shall not become the subject of a grievance during the implementation phase of the pilot. Any disagreement that cannot be resolved by the parties shall be referred to the Director of Labour Relations and the President of Local 79 for discussion and resolution. Following this referral, if the dispute remains unresolved, the matter shall be referred to Mediator Tim Armstrong.

**Article 28  
HEALTH AND SAFETY**

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

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

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

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

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

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

**LETTER OF INTENT**  
**HEALTH AND SAFETY**

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

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

**LETTER OF INTENT  
HEALTH AND SAFETY POLICIES**

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

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

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

**LETTER OF INTENT  
JOINT HEALTH & SAFETY CERTIFICATION TRAINING**

1. The City and Local 79 shall establish a committee to engage in meaningful consultation regarding Joint Health & Safety certification training, to include both basic and workplace specific training. Up to four (4) Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.
2. The City and Local 79 shall participate in the delivery of joint Health & Safety Certification and workplace specific training, offered corporately, to Health & Safety Committee members.
3. Upon request from Local 79 and with the approval of his/her Division Head, one Local 79 member employed by the City, per Division (except where there is currently more than one), will be granted leave of absence with pay to attend a recognized training program, approved by the City, to qualify as a Joint Health & Safety Certification Trainer.

**LETTER OF INTENT  
LOCAL 79 CORPORATE HEALTH AND SAFETY REPRESENTATIVES**

1. The parties shall meet during the term of this Collective Agreement to explore alternative means to achieve sharing of Health & Safety information across a particular division and discuss terms of reference to be used by future Joint Health & Safety committees established under subsection 9(3.1) of the Occupational Health & Safety Act, R.S.O. 1990, as amended.
2. The parties agree, that with advance notice, Local 79 Corporate Health & Safety representatives shall not be denied access to any City of Toronto workplace.
3. Local 79 Corporate Health and Safety representatives, with advance notice to the co-chairs, shall have the right to attend all City of Toronto workplace Health & Safety meetings to act as a resource to CUPE Local 79 committee members.

**LETTER OF INTENT  
HEALTH AND SAFETY SUMMIT**

The City agrees to work with the two (2) full-time Local 79 Health and Safety Representatives (appointed as per clause 28.05) to organize a Health and Safety Summit which will be held once during the term of the Collective Agreement. The parties may, by mutual agreement, hold additional Summits.

The purpose of the Summit will be to jointly review initiatives, problem solve and discuss strategies and in addition, strategies for targeting zero injuries and accidents.

The City will grant paid leave of absence for attendance at the Health and Safety Summit for one (1) Local 79 member of each City of Toronto Health and Safety Committee as elected/selected by the Local 79 members of the Committee. Local 79 and the City will share equally any additional costs of the day which are agreed to by the parties.

**Article 29  
LUNCH AND REST PERIODS**

29.01 All employees shall be afforded an unpaid lunch period of not more than one (1) hour duration between the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) hour of his/her shift except in the case of an emergency, when such lunch period shall be at the discretion of the immediate supervisor of such employees, but shall not be unreasonably withheld. It is agreed and understood that the City shall be the sole judge of what constitutes an emergency.

It is also agreed that when an employee is required to work through his/her lunch because of an emergency, he/she shall be paid at his/her regular or premium rate, whichever is appropriate, unless the employee's lunch break has been rescheduled between the third (3<sup>rd</sup>) hour and the fifth (5<sup>th</sup>) hour of his/her shift.

29.02(a) Each employee shall be afforded rest periods of fifteen (15) minutes as may be decided by the Supervisor and the rest periods for those employees shall be during the first four (4) hours and the second four (4) hour periods respectively.

29.02(b) Employees in Court Services, Children's Services and Prosecutors in Legal Services who are not able to take their rest periods, due to operational needs, shall at their Division Head's discretion, have their rest periods rescheduled within the shift. If that is not possible, the employee shall be compensated for the lost rest period at time and a half, or with mutual agreement, the employee shall have the time added to his/her lieu bank.

**LETTER OF INTENT  
LUNCH AND REST PERIODS**

The parties shall meet during the term of the Collective Agreement to discuss the development of a policy in Children's Services, and other divisions, as required to deal with the scheduling of lunch and rest periods, with consideration given to operational needs and employee preferences.

**Article 30  
NOTICE OF CONTRACTING OUT**



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

**LETTER OF INTENT**  
**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 79 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:

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 Executive of CUPE Local 79  
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 workload, overtime and system inefficiencies
- Improving workplace morale for members
- Equipment related issues to be better able to do the job
- Organization of work
- Management to worker ratios
- Role of the Union in the City's plans and responses regarding Emergency preparedness (disaster relief)
- The provisions of enhanced public services to be delivered by the public sector
- Addressing systemic barriers to improving public services
- Lunch and rest periods in accordance with the Collective Agreements

- An employee education, training and upgrading program including Adult Basic Education (ABE)

The Steering Committee shall meet within sixty (60) days of the ratification of the Collective Agreement 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.

1. 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.
2. 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.

### **LETTER OF INTENT CONTRACTING IN REVIEW COMMITTEE**

Pursuant to the Letter Of Intent Contracting Out, Employment Security And Continuous Improvement, the City and the Union shall form a Joint Contracting In Review Committee, within ninety (90) calendar days of ratification. The City will pay for two (2) representatives of Local 79 at their regular rate of pay for all hours spent on work of the Committee during his/her regular working hours.

The Committee shall meet quarterly, or more frequently as requested by the parties.

The purpose of the Committee will be to review specific opportunities identified by Local 79 for the contracting in of work that is currently contracted out and to make recommendations to the Labour Relations Steering Committee regarding the possibility of pursuing the contracting in of such opportunities.

This Letter of Intent does not apply, and is not intended to apply, to work of any other bargaining unit.

Upon request of the Contracting in Review Committee and where appropriate, the City shall provide the Committee with relevant information about the specific identified service(s). Such information may include, but is not limited to:

- the type of work being provided through any contractor or sub-contractor;
- the length of the contract and expiry or renewal or re-negotiation date(s);
- pertinent financial and statistical disclosure with respect to relevant contract(s), provided the City can release such information by law.

### **Article 31 TRANSPORTATION**

31.01                      Whenever an employee is required and authorized to use his/her automobile on business of the City, the City shall pay to such employee an allowance of fifty-two cents (52¢) per kilometre actually traveled in the course of transacting the business of the City.

- 31.02 Whenever an employee is required to use the public transportation system in the course of his/her duties, such employee shall be provided with public transit tokens, tickets or passes for that purpose.
- 31.03 Mileage allowance of fifty-two cents (52¢) per kilometre shall be paid to an employee authorized to use his/her automobile to travel to a temporary work assignment at a work location outside the City of Toronto boundaries. The allowance is for each kilometre traveled between the location of the temporary work assignment and the City boundary nearest to that location. The City boundaries are defined as Steeles Avenue on the north, Rouge/Little Rouge River and Pickering Town Line on the east and Etobicoke Creek, Eglinton Avenue West and Indian Line on the west.
- 31.04 An employee who is required and/or authorized to use his/her automobile on business of the City shall be reimbursed for parking costs incurred in the course of conducting such business.

**LETTER OF INTENT  
TRANSPORTATION**

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

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

- 32.01 This agreement shall remain in force from the 1<sup>st</sup> day of January, 2009 until and including the 31<sup>st</sup> day of December, 2011 and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement.

**Article 33  
PRINTING OF THE COLLECTIVE AGREEMENT**

- 33.01 Provided the parties execute the Collective Agreement within sixty (60) days of the ratification of the Memorandum of Agreement, the parties shall share on a 50/50 basis the cost of printing and distributing of such agreements to the appropriate bargaining unit and management staff. The sixty (60) day time period may be extended by mutual agreement.
- 33.02 The City shall post seniority lists, a list of officers and stewards of Local 79 and the Collective Agreements on the City of Toronto Intranet as soon as reasonably possible following ratification.
- 33.03 The City agrees to provide, upon request from an employee or from Local 79 on behalf of an employee, a copy of the applicable new Collective Agreement between Local 79 and the City in large print or Braille format for those employees with visual impairments.

**Article 34  
EXTENDED HEALTH CARE/DENTAL/GROUP LIFE INSURANCE**

34.01(a)

The following plans that are available as described in the full-time agreement and as amended below, shall be available to employees who have completed one thousand and forty (1,040) paid hours, with the Employer paying a pro-rata portion of the premiums.

**Extended Health Care Benefits**

- (i) Extended Health Care Benefits as per the full-time Collective Agreement, excluding the following:
  - (A) out of country emergency medical coverage
  - (B) semi-private hospitalization coverage
  - (C) orthotics/orthopedic shoes
  - (D) private duty nursing
  
- (ii) Extended Health Care Benefits as per the full-time Collective Agreement, as amended below:
  - (A) services of licensed or registered physiotherapist to a maximum of \$2,000.00 per person per benefit year.

**Dental Care Plan**

- (iii) Dental Care Plan as per the full-time Collective Agreement, excluding the following:
  - (A) orthodontics
  - (B) caps/crowns
  - (C) fixed bridges/bridgework
  - (D) gold fillings
  - (E) inlays/onlays

**Group Life Insurance**

- (iv) Group Life Insurance in the amount of three thousand dollars (\$3,000) until the first of the month following the employee's seventieth (70<sup>th</sup>) birthday.

**Optional Group Life – Employee and Spouse**

- (v) The City shall provide, as an option, available to those employees who request it in writing, Group Life Insurance up to a maximum of three hundred thousand (\$300,000) dollars for the employee and/or three hundred thousand (\$300,000) dollars for the employee's spouse, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.

**Optional Group Life - Dependants**

- (vi) The City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life Insurance up to a maximum of twenty thousand (\$20,000) dollars for each child of the employee, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums and individual coverage is subject to approval by the insurer.
  
- (vii) Effective the first of the month following the employee's seventieth (70<sup>th</sup>) birthday, he/she shall no longer be entitled to Optional Group Life Insurance referred to in 34.01(a)(v) and (vi). The Optional Group Life Insurance for spouses and dependent children shall be available only until the first of the month following the employee's or the insured's seventieth (70<sup>th</sup>) birthday, whichever is earlier.

**Continuation Of Group And/Or Optional Life Insurance**

(viii) The City agrees to continue the practice of advising the employee of his/her ability to convert their Group Life Insurance and/or Optional Life Insurance coverage upon retirement, termination of employment or upon attaining the age of seventy (70), through the benefits carrier, upon the terms established by the City's insurer, at the employees' expense

34.01(b) Where such employees elect to participate and authorize a payroll deduction for their share of the premiums, the City shall, subject to Article 17.03(d), pay a pro-rata portion of the premiums on the following basis:

- (i) For employees in forty (40) hour per week job classifications:
- 0 - 127 aggregate hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums;
  - 128 - 191 aggregate hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums;
  - 192 - 255 aggregate hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums;
  - 256 - 383 aggregate hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums;
  - 384 - 511 aggregate hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums;
  - 512 or more aggregate hours worked during the preceding eight (8) pay periods, one hundred percent (100%) of the premiums.
- (ii) or employees in thirty-five (35) hour per week job classifications:
- 0 - 111 aggregate hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums;
  - 112 - 167 aggregate hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums;
  - 168 - 223 aggregate hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums;
  - 224 - 335 aggregate hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums;
  - 336 - 447 aggregate hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums;
  - 448 or more aggregate hours worked during the preceding eight (8) pay periods, one hundred percent (100%) of the premiums

34.01(c) For the purpose of Article 34, only, "hours worked" shall include time off while in receipt of a Workplace Safety and Insurance Award in accordance with Article 25 or Vacation in accordance with Article 11.

34.01(d) For the purpose of enrolment in any or all of the plans, there shall be three (3) "scheduled open periods" per year, from the first to the fifteenth days inclusive of the months of December, April and August, except that the initial open period for an employee shall be the two (2) weeks following the pay period in which the employee has completed one thousand and forty (1,040) paid hours.

- 34.01(e) Prior to the beginning of each “scheduled open period” in December, April and August, each employee who is eligible for benefits in accordance with Article 34.01(a) will receive a summary of the hours he/she has worked in the previous eight (8) pay periods and a summary of the amount of both the employer’s and the employee’s portion for each benefit.
- 34.01(f) If the employee elects to participate, coverage shall commence on the first day of the month following enrolment, and payroll deductions shall commence in the first pay period ending in that month.

**Arrears**

- 34.01(g) Subsequent to the commencement of coverage, where an employee does not have sufficient earnings to cover the required payroll deduction, the employee will be required to reimburse the City for his/her share of the premium cost in arrears if such arrears are not otherwise cleared.

The coverage of an employee who has gone into arrears shall be terminated at the end of the second consecutive month in which arrears have not been cleared by the regular deduction date in that month. Such employee may not re-enrol for benefits in future until such arrears have been cleared.

- 34.01(h) Employees who decline coverage shall not be eligible to participate until the next “scheduled open period”.
- 34.01(i) Employees who wish to terminate their participation in any or all of the plans must do so in writing, giving at least thirty (30) days notice.

**Change of Address**

- 34.01(j) It is the responsibility of every employee to notify the City promptly of any change of address.

**Change of Marital Status or Dependants**

- 34.02 Each employee shall report any changes in marital status or increase or decrease in dependants without delay.

**Benefits Monitoring Committee**

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

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

The Committee shall meet at the request of either party.

**Change in Carrier**

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

**Benefit Plan Book**

34.05 The City shall provide a copy of the benefit plan book and shall provide updates when they occur to each employee who enrolls in the plan or request a copy. The City shall provide Local 79 with a copy of the benefit plan book and updates for proofreading and comment prior to its distribution to employees.

**Benefit Utilization and Premium Rates**

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

Within six (6) months after the end of each benefit year, the City will provide Local 79 with the utilization of the health and dental benefits, by category, e.g. drugs, for the last year, as well as the underwriting arrangements and administrative charges.

**Benefits Representative**

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

**LETTER OF INTENT  
ADMINISTRATIVE AND UNDERWRITING SERVICES FOR EMPLOYEE BENEFITS**

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

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

Dear Anne Dubas:

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

"It is recommended that:

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

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

Thank you.

Yours truly,

M. Garrett

**Article 35  
DESIGNATES**

35.01 Where the terms Division Head, Executive Director, Human Resources, City Solicitor, 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/her designate".

**Article 36  
CHANGE OF ADDRESS**

36.01 Every employee shall notify his/her immediate supervisor of any changes in address, telephone number, or emergency contact by completing the applicable form (forms are available on the City's intranet or will be provided by the immediate supervisor when requested) within two (2) weeks of the change. Emergency contact numbers shall only be used in case of an emergency.

**Article 37  
PENSIONS AND RETIREMENT**

37.01(a) Each employee who works other than on a continuous full-time basis shall be eligible to join the OMERS pension plan on January 1st following any two (2) consecutive calendar years where, in each year, such employee

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

37.01(b) All other-than-continuous-full-time employees captured under clause 37.01(a) who have not already joined OMERS shall, on a yearly basis, be notified in writing of his/her right to elect to join the OMERS pension plan. The notification will include information about OMERS, including any buy back provisions. It will inform the employee that he/she has the ability to buy back at his/her cost any prior service with the City, a predecessor of the City, or any OMERS participating employer. It will include the necessary forms for the employee to initiate a buy back quote from OMERS. The employee may obtain the buy back quote directly from OMERS or through the assistance of the City.

37.02 Each employee in this Unit who is a member of the Ontario Municipal Employees Retirement System, and his/her beneficiary or beneficiaries, as the case may be, shall be entitled to such pension, refund, or other payments as may be payable to with respect to such employees as a member of such system.

37.03 For those leaves of absence granted under clauses 17.14 (a) and 17.14(b), every employee who has elected to participate in the Ontario Municipal Employees Retirement System shall be considered to be in full-time attendance for pension purposes and the pension premium payments shall be made notwithstanding such leave, and Local 79 shall remit to the City for both the employer and employee share of such premium payments during such leave on a quarterly basis as invoiced therefore by the City.



37.04

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 INTENT  
PENSION FOR LESS THAN FULL-TIME UNION LEAVES**

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

**LETTER OF INTENT  
PENSIONS**

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

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

**LETTER OF INTENT  
BUY-BACK OF OPTIONAL PENSIONABLE SERVICE**

The City agrees to implement an optional service buy-back program for employees as soon as practically possible. Other than any associated administrative costs, such program shall be at no cost to the City.

**LETTER OF INTENT  
PENSION EDUCATION**

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

In this regard, the City and Local 79 shall meet within ninety (90) days of ratification for the purpose of developing a joint strategy for increasing pension enrolment among part-time employees, including but not limited to pension presentations to Local 79 members.

**LETTER OF INTENT  
PENSION COVERAGE**

The parties agree to meet during the term of the Collective Agreement with a view to allowing part-time employees, hired in the future, to join OMERS from the start of their employment with the City. Part of the discussion will involve a phase in period should the parties decide to implement such a plan.

**Article 38  
LETTERS OF INTENT**

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

**Article 39  
LEGISLATIVE CHANGE**

39.01 In the event that the local, regional, provincial and/or federal governments propose or enact legislation, policy or regulations which may have a significant impact on the employment of Local 79 members, the parties shall meet within 30 days of either party becoming aware of the proposed legislation, policy or regulations to develop a plan of action to effectively deal with the impact of such legislation.

**Article 40  
EMPLOYMENT EQUITY**

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

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

**Article 41  
EDUCATION, TRAINING AND UPGRADING PROGRAMS**

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

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

- (i) educational workshops including the Collective Agreements, health and safety, pensions, harassment, discrimination, human rights, conflict resolution, problem solving and others;
- (ii) training to limit potential injuries in the workplace, including stress management;
- (iii) the identification of current and future training needs and career development options;
- (iv) job rotation, secondment and cross training;

- (v) centralized and decentralized career development centres,
- (vi) introduction of audio/visual presentations by special programs, speakers and others;
- (vii) peer mentoring programs;
- (viii) access to bursaries, grants and scholarships to enhance career-pathing; and
- (ix) arrangements regarding leaves of absence and variable/alternative hours of work to accommodate career-pathing and/or self improvement.

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

41.03 Where an employee is enrolled in a training course approved by the Employer, the Employer will endeavour, when arranging shifts, to take into account the times the employee is required to attend classes.

#### **Article 42 LABOUR-MANAGEMENT COMMITTEE**

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

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

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

#### **Labour/Management Sub-Committees**

42.02 The parties agree that from time to time the establishment of sub-committee(s) may be necessary. The parties agree to establish sub-committees within thirty (30) days of ratification in divisions where they have not been established.

Each party shall select sub-committee representatives to jointly develop and implement appropriate terms of reference for the functioning of the sub-committee.

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

#### **Article 43 PAY EQUITY**

43.01 In recognition of its commitment to achieving pay equity, the City of Toronto has a number of existing pay equity plans; and

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

The parties agree as follows:

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

**LETTER OF INTENT  
SPECIAL/PAY EQUITY RESERVE FUND**

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

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

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

**Article 44  
ILLNESS OR INJURY PLAN**

**Purpose**

44.01 The Illness or Injury Plan (IIP) shall be effective January 1, 2010. The purpose of the IIP is to provide an eligible employee with income, when he/she is absent from scheduled work due to illness or injury, subject to the provisions of this Article.

IIP hours shall be paid for any time lost by reason of illness or injury in accordance with the provisions set out below, except where an award is made under the Workplace Safety and Insurance Act, S.O. 1997, as amended.

**Eligibility**

44.02 An employee shall become eligible to receive IIP hours for absences due to illness or injury commencing the first shift following the completion of both of the following criteria:

- (a) the completion of nine hundred and ten (910) aggregate paid hours for thirty-five (35) hour a week positions, or one thousand and forty (1,040) aggregate paid hours for forty (40) hour a week positions, in accordance with Article 5 (Probationary Period); and
- (b) the completion of nine hundred and ten (910) regular paid hours (excluding, e.g. overtime hours) for thirty-five (35) hour a week positions, or one thousand and

forty (1,040) regular paid hours (excluding, e.g. overtime hours) for forty (40) hour a week positions, in the previous calendar year.

An employee must re-satisfy the condition in (b), above, in each calendar year in order to re-qualify for IIP hours in subsequent years.

**Definitions**

44.03 In this Article:

- (a) "income" shall mean the employee's hourly rate as provided for in Schedule "1";
- (b) "month" shall mean a calendar month; and
- (c) an "eligible employee" shall mean an employee who meets criteria set out in clause 44.02

**Pro-ration of IIP Hours**

44.04 The annual IIP hours that will be provided to an eligible employee will be a pro-rated amount up to a maximum of nine hundred and ten (910) IIP hours for thirty-five (35) hour a week positions and up to a maximum amount of one thousand and forty (1040) IIP hours for forty (40) hour a week positions, as set out in the charts below, based on the total regular hours paid (excluding, e.g., overtime hours) in the previous calendar year as a percentage of one thousand, eight hundred and twenty (1820) or two thousand and eighty (2080) hours, as applicable.

**Illness or Injury Plan – Hours Chart**

44.05(a) An eligible employee will be entitled to IIP hours, if any, at one hundred percent (100%) of his/her hourly rate based on his/her total regular hours paid (excluding, e.g., overtime hours) as indicated in the charts below (column B or C). The employee will be eligible for the remainder of his/her nine hundred and ten (910) or one thousand and forty (1040) IIP hours, if any, at seventy-five percent (75%) of his/her hourly rate (column D or E).

44.05(b) Eligible employees are only entitled to advance to the next level of coverage based on total regular hours paid (excluding, e.g., overtime hours) in accordance with the charts below, when they are:

- (i) actually at work; or
- (ii) on pre-approved vacation; or
- (iii) on approved Leave of Absence, not arising due to illness or injury; or
- (iv) any other leave pursuant to the Collective Agreement, not arising due to illness or injury.

An employee who is not actually at work will become eligible for the next level of coverage based on total regular hours paid (excluding, e.g., overtime hours) in accordance with the charts below, upon actually returning to work for a period of at least seventy (70) or eighty (80) aggregate hours, as applicable.

44.06 (a) IIP hours for eligible employees in thirty-five (35) hour a week positions, shall be as provided in the following chart:

IIP HOURS CHART (35 hour a week positions)
---

Total Regular Hours Paid	Maximum Number of IIP Hours per calendar year paid at 100% of Hourly Rate**		Maximum Number of IIP Hours per calendar year paid at 75% of Hourly Rate **		
	A	B	C	D	E
	Maximum IIP hours paid @ 100%	Percentage of IIP hours paid @ 100%	Maximum IIP hours paid @ 75%	Percentage of IIP hours paid @ 75%	
910 hours to less than 1820 hours	70	8%	840	92%	
1820 hours to less than 3640 hours	105	12%	805	88%	
3640 hours to less than 5460 hours	140	16%	770	84%	
5460 hours to less than 7280 hours	210	24%	700	76%	
7280 hours to less than 9100 hours	280	31%	630	69%	
9100 hours to less than 10,920 hours	350	39%	560	61%	
10,920 hours to less than 12,740 hours	420	47%	490	53%	
12,740 hours to less than 14,560 hours	560	62%	350	38%	
14,560 hours to less than 16,380 hours	700	77%	210	23%	
16,380 hours to less than 18,200 hours	840	93%	70	7%	
18,200 hours or more	910	100%	0	0%	

44.06(b) IIP hours for eligible employees in forty (40) hour a week positions, shall be as provided in the following chart:

IIP HOURS CHART (40 hour a week positions )					
Total Regular Hours Paid	Maximum Number of IIP Hours per calendar year paid at 100% of Hourly Rate**		Maximum Number of IIP Hours per calendar year paid at 75% of Hourly Rate **		
	A	B	C	D	E
	Maximum IIP hours paid @ 100%	Percentage of IIP hours paid @ 100%	Maximum IIP hours paid @ 75%	Percentage of IIP hours paid @ 75%	
1,040 hours to less than 2,080 hours	80	8%	960	92%	
2,080 hours to less than 4,160 hours	120	12%	920	88%	
4,160 hours to less than 6,240 hours	160	16%	880	84%	
6,240 hours to less than 8,320 hours	240	24%	800	76%	
8,320 hours to less than 10,400 hours	320	31%	720	69%	
10,400 hours to less than 12,480 hours	400	39%	640	61%	
12,480 hours to less than 14,560 hours	480	47%	560	53%	
14,560 hours to less than 16,640 hours	640	62%	400	38%	
16,640 to less than 18,720 hours	800	77%	240	23%	

18,720 to less than 20,800 hours	960	93%	80	7%
20,800 hours or more	1040	100%	0	0%

**No Payout or Carry Over**

44.07                    There is no payout of unused IIP hours. There is no carry over of unused IIP hours from year to year, except when an illness or injury starts in one year and continues into the next calendar year or as provided in clause 44.08(c).

**Renewal of IIP Hours for Eligible Employees - January 1<sup>st</sup>**

44.08(a)                Subject to the requirements of 44.02, an eligible employee will receive his/her IIP hours on his/her first shift worked on or after January 1<sup>st</sup> of each year, if he/she is:

- (1) actually at work, or
- (2) on pre-approved vacation, or
- (3) on approved Leave of Absence not arising due to illness or injury, or
- (4) on any other leave pursuant to the Collective Agreement, not arising due to illness or injury.

44.08(b)                An eligible employee not covered by clause 44.08(a), who is not actually at work on his/her first shift on or after January 1<sup>st</sup> and immediately prior has been absent due to illness or injury or unauthorized absence and either in receipt of IIP hours or has exhausted his/her IIP hours, will not receive his/her renewed IIP hours until he/she has actually returned to work for a period of at least seventy (70) or eighty (80) aggregate hours, as applicable.

44.08(c)                An eligible employee covered by clause 44.08(b) or 44.10(b) shall continue to retain any remaining IIP hours from the previous year, until he/she has returned to work for seventy (70) or eighty (80) aggregate hours, as applicable.

44.08(d)                In addition to the objectives set out in clause 34.03, the Benefits Monitoring Committee may address the following issues, in special circumstances:

- (i)            renewing an eligible employee's IIP hours prior to the seventy (70) or eighty (80) aggregate hour period referred to in 44.08(b);
- (ii)           the identification and correction of errors or omissions with respect to an eligible employee's IIP renewed hours; and
- (iii)           the provision of additional IIP hours in circumstances where an eligible employee suffers more than one unrelated illness or injury.

**IIP Hours Upon Return From Approved Leave**

44.09                    When an eligible employee is given an approved leave of absence, for any reason, and returns to work at the end of such leave of absence within the same calendar year, he/she shall retain his/her IIP hours, if any, existing at time of the commencement of such leave.

**Recall**

- 44.10(a) When an eligible employee is laid off and is recalled to work within the same calendar year, he/she shall retain his/her IIP hours, if any, existing at time of such layoff.
- 44.10(b) Where an eligible employee is laid off and recalled to work in the following calendar year, he/she shall have his/her IIP hours renewed in accordance with clauses 44.05 and 44.08 above, as of the first day the eligible employee returns to work.

#### **Use of IIP Hours**

- 44.11 (a) The number of paid IIP hours received by an eligible employee shall be deducted from his/her available IIP hours but no deduction shall be made on account of any day on which an eligible employee would normally be entitled to be off work or for time lost because an eligible employee was unable to respond to a call-in shift.
- 44.11(b) An eligible 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/her regular rate of pay without deduction from his/her IIP hours, unless a physician states that the eligible employee is fit for further work on that shift.

#### **Serious Incident**

- 44.11(c) An eligible employee who is required to attend to a critical incident or is involved in a serious incident or accident, such that he/she is unable to work, shall be permitted to take the remainder of the day off, without loss of pay and benefits.

#### **Physicians' Certificates**

- 44.12(a) An employee absent for more than three (3) consecutive shifts shall furnish within three (3) calendar days following their fourth (4<sup>th</sup>) consecutive shift absent a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician and the probable date on which the employee will return to duty. The three (3) calendar day period may be extended by the Division Head if the employee is incapacitated to the extent that he/she is unable to produce the certificate of illness within that period.
- 44.12(b) An employee absent for more than thirty (30) calendar days shall:
- (i) provide immediately following such thirty (30) calendar days, a certificate from his/her physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty; and
  - (ii) provide further certificates from his/her physician, covering the same information, following each subsequent thirty (30) calendar days absent.

#### **Movement to the Full-Time Collective Agreement**

- 44.13 An eligible employee who subsequently moves to the full-time Collective Agreement, upon entering the full-time bargaining unit shall take with him/her his/her unused IIP hours, if any, and shall thereafter be deemed an employee covered by Article 11A of the Full-Time Collective Agreement with IIP hours equal to the IIP hours carried over from this Collective Agreement. For the purposes of converting IIP hours carried over from this Collective Agreement to the Full-time Collective Agreement, seven (7) or eight (8) hours, as the case may be, shall be considered as equal to one (1) day under the Full-time Collective Agreement.



**Use of Vacation/Lieu Time Entitlements**

44.14 An employee absent because of illness or injury who has exhausted his/her IIP hours, if any, may use any vacation entitlement or lieu time owing as IIP hours. In that case, the vacation or lieu time will be treated as IIP hours and the provisions of this Article will apply.

**Article 45  
ILLNESS LEAVE**

45.01 Employees will be eligible for Illness Leave, with pay, commencing the first of the month after they have completed both of the following criteria:

- a) The completion of nine hundred and ten (910) aggregate paid hours for thirty-five (35) hour a week positions, or one thousand and forty (1,040) aggregate paid hours for forty (40) hour a week positions, in accordance with Article 5 (Probationary Period); and
- b) The completion of more than four hundred and fifty-five (455) regular paid hours (excluding, e.g. overtime hours) for thirty-five (35) hour a week positions, or five hundred and twenty (520) regular paid hours (excluding, e.g. overtime hours) for forty (40) hour a week positions, but less than nine hundred and nine (909) regular paid hours (excluding, e.g. overtime hours) for thirty-five (35) hour a week positions, or one thousand and thirty-nine (1,039) regular paid hours (excluding, e.g. overtime hours) for forty (40) hour a week positions, in the previous calendar year.

Employees must re-satisfy the condition in 45.01(b), above, in each calendar year in order to continue to re-qualify for Illness Leave in subsequent years.

45.02 Employees who satisfy the criteria in clause 45.01 shall be entitled to a maximum of two (2) shifts of Illness Leave per calendar year.

45.03 Any absence due to illness for the whole or part of a shift will count as one shift of Illness Leave.

45.04 The City may require the employee to furnish, within three (3) working days from the commencement of the absence, a medical certificate, satisfactory to the City, from her/his physician covering the duration of the illness, with the dates that the employee was seen by the physician.

45.05 Whenever an employee's days of illness exceed his/her available Illness Leave, the excess days of illness shall be regarded as days of illness without pay.

45.06 Any period of Illness Leave which has not been used by the end of a calendar year shall not be carried over to the next year and there shall be no banking of unused Illness Leave.

45.07 "Illness" means an unplanned absence due to illness/injury, except where an award is made under the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.

**Article 46  
REPORTING OF ILLNESS**

- 46.01(a) Each employee is required to report an unplanned absence due to illness or ill dependant at least one (1) hour, unless not reasonably possible, prior to his/her start time. Employees will only be required to make a single phone call in order to report their absence. Each employee will be provided with the phone number he/she must call to report such absence. Each employee is required to indicate whether the absence is due to sickness or ill dependant. He/she is also required to notify of his/her anticipated date of return and will be expected to return to work as reported. He/she will not be required to report daily during the period identified. If the date of return is not specified or known, he/she must report on a daily basis as above.
- 46.01(b) In any instance where an employee is able to return prior to the stated return date or requires an extension of their absence and the employee works in a classification/division where a staff complement must be maintained e.g, Hostels (Client Service Worker, Registered Nurse, Registered Practical Nurse, Food Service Worker, Support Services Worker) Children's Services, the employee will advise his/her supervisor or designated by 3:00 p.m. the day before that he/she will be returning on the following day.
- 46.01(c) In any instance where an employee not referred to in clause 46.01(b) above requires an extension of his/her absence such employee shall report as per 46.01(a) above.

**Article 47  
POLICE CHECKS**

- 47.01 The City shall pay all costs associated with the Canadian Police Information Check, if required, for any current employees.

**Article 48  
ACCESS TO CITY OF TORONTO POLICIES/PROGRAMS**

- 48.01 Corporate policies/programs affecting Local 79 members shall be posted on the City of Toronto Intranet. Where divisional policies conflict with the corporate policy, the corporate policy shall prevail.

**Article 49  
TECHNOLOGICAL CHANGE**

- 49.01 For the purposes of this Article, technological change is defined as the introduction by the City, of equipment or material different in nature or kind than that previously used, including the mechanization or automation of processes, which will significantly alter the way employees perform their work, and/or will require significant training to ensure that they are able to do the work safely and efficiently.
- 49.02 In the event that the City introduces technological change the following process shall apply:
- (a) The Division Head initiating the technological change will provide Local 79 with no less than ninety (90) calendar days notice that technological change is to be introduced. It is understood that there may be circumstances that prevent compliance within the timeframe contained in above, specifically, provincial legislation, regulation, policy or funding-related requirements.

- (b) The Division shall meet with representatives of Local 79 within ten (10) working days of the notice to provide Local 79 with the information listed below:
  - (i) the nature of the technological change;
  - (ii) the estimated date the proposed technological change will be implemented;
  - (iii) the approximate number, classification and location of employees likely to be affected by the technological change; and
  - (iv) the anticipated effect of the technological change on the work performed.
- (c) The City agrees to provide the affected employees with reasonable training and/or mentoring appropriate to the new technology.

49.03

The City and Local 79 agree that there have been instances where technological change has been proposed and/or implemented. Local 79 will identify those initiatives that they wish to meet on and discuss.

## **LETTERS OF INTENT**

**LETTER OF INTENT  
DOMESTIC VIOLENCE**

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

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

**LETTER OF INTENT  
JOINT COMMITTEES**

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

**LETTER OF INTENT  
MERGER**

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

**LETTER OF INTENT  
MOVEMENT BETWEEN BARGAINING UNITS**

The parties shall meet within ninety (90) days of ratification of the Collective Agreement to discuss the process of movement from one Local 79 part-time bargaining unit to another Local 79 part-time bargaining unit.

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

Without prejudice to the respective positions of the parties, within ninety (90) days following the issuance of the Interim Award dated August 22, 2002 the parties agree to discuss employees working concurrently in more than one bargaining unit.

**LETTER OF INTENT  
REDIRECTION OF CHILD CARE**

The City agrees to discuss and plan the ongoing impact of the redirection of child care with Local 79 during the term of the Collective Agreement.

Such discussions shall include the possible impact on part-time staffing levels.

**LETTER OF INTENT  
JOINT CITY-LOCAL 79 COMMITTEES**

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

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

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

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

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

If as a direct result of either the amalgamation or restructuring, changes are made, such as but not limited to the place of work, hours of work or leave of absence situation applying to an employee before amalgamation and those changes cause hardship by adversely affecting that employee's personal or family arrangements for attending at work, the employee may apply to the Committee for consideration.

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

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

**LETTER OF INTENT**  
**EMPLOYEE ASSISTANCE PROGRAM**

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

**LETTER OF INTENT**  
**ALTERNATIVE SHIFT ARRANGEMENTS**

In the event that either the City or Local 79 identify a need for alternative shift arrangements for employees covered by this Collective Agreement, other than those employees covered by Appendix "A", the parties agree to meet to discuss such shift arrangements.

**LETTER OF INTENT**  
**CLARIFICATION OF COLLECTIVE AGREEMENT LANGUAGE**

Local 79 and the City believe that the Collective Agreement is not only a legal document, but is also an information and educational tool for Employees and Management of the City.

During the term of this Collective Agreement, Local 79 and the City will make their best effort to agree to clear language on new contract clauses.

Local 79 and the City will form Clear Collective Agreement Language Committees in each of our bargaining units. Each party may have up to four members on the Committee. There will be at least 6 meetings of each Committee during each year of the Collective Agreement.

Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.

The purpose of each Committee will be to discuss existing Collective Agreement clauses and how these clauses might be re-written in clear Collective Agreement language. It is not the intent of either Local 79 or the City to change the meaning or intent of the existing language. Any agreement to change existing language will be confirmed in writing and signed by Local 79 and the City.

In addition, each Committee may discuss other issues such as the style of font, font size, page set-up and foot-notes explaining existing Collective Agreement language.

If a grievance is filed on existing Collective Agreement language that has been changed, Local 79 and the City may refer to the previous Collective Agreement language to make arguments during the grievance and arbitration process.

**LETTER OF INTENT**  
**SPECIAL NEEDS SUPPORTS**

Local 79 and the City agree to meet at the Corporate Labour/Management Committee to discuss the provision currently in place for accommodation of special needs.

**LETTER OF INTENT**  
**CHANGES TO THE CITY'S ADMINISTRATIVE STRUCTURE**

The parties will agree to the changes proposed by the City with the exception of layoff and recall, subject to the City's agreement as follows:

1. The parties intend that none of the proposed changes will alter the substantive meaning of the applicable clause(s).
2. Notwithstanding the preceding paragraph, if either party, acting reasonably, considers that a proposed change either unintentionally alters the substantive meaning of the clause or should have altered such meaning, such a concern will be raised with the other party and dealt with expeditiously. Errors or omissions may also be raised with the other party. Where no agreement is reached with respect to such disputes, the matter shall be referred to a mediator/arbitrator for resolution.
3. The parties reserve their right to have further discussions on housekeeping changes – administrative structure as it pertains to layoff and recall.

**LETTER OF INTENT  
STUDENT EMPLOYMENT**

During the term of the agreement, Local 79 and the City agree to form a joint committee to discuss the issues pertaining to the employment of students. The committee will consist of three members from the City and three members from the Union. Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.

**LETTER OF INTENT  
SPACE FOR WAGE HARMONIZATION AND JOB EVALUATION**

The City agrees to provide space for eight (8) members of Local 79 to conclude Wage Harmonization. At the conclusion of the Wage Harmonization Process, the City agrees to provide space for three (3) members of Local 79 for Job Evaluation at no cost to Local 79.

**LETTER OF INTENT  
CLARITY AND HOUSEKEEPING**

For changes to the 2005-2008 Collective Agreement identified in the Memorandum of Agreement dated July 27, 2009 as "housekeeping" or "clarity", it is not the intent of either Local 79 or the City to change the meaning or intent of the predecessor language. If a grievance is filed during the term of the 2009 – 2011 Collective Agreement related to clauses with changes that have been identified as "housekeeping" or "clarity" in the Memorandum of Agreement dated July 27, 2009, Local 79 and the City may refer to the 2005-2008 Collective Agreement language to make arguments during the grievance and arbitration process or any other legal proceeding. If a grievance is filed following the term of the 2009 – 2011 Collective Agreement related to a clause with changes that have been identified as "housekeeping" or "clarity" in the Memorandum of Agreement dated July 27, 2009 and there have been no amendments to the clause in a Collective Agreement subsequent to 2009 - 2011, Local 79 and the City may refer to the 2005-2008 Collective Agreement language to make arguments during the grievance and arbitration process or any other legal proceeding.

**LETTER OF INTENT  
EMERGENCY PREPAREDNESS & EMERGENCY RESPONSE**

The Parties agree to meet and discuss the role of Local 79 and employees in emergency preparedness and response, including situations where an emergency may be declared pursuant to the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c.E.9, as amended. The agreement to meet is without prejudice to any position the City or the Union may take with respect to the rights of the City, the Union or its members, as applicable in such a case.



**AMBULANCE APPENDIX "A"**  
**Toronto Emergency Medical Services (Ambulance) Division**

**12 Hour Shift**

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

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

**Critical Call**

Following a difficult or critical call (as defined by the Dispatcher) a minimum one (1) hour of out-of-service time will be guaranteed following completion of the call.

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

**APPENDIX B**

**JOB POSTINGS TO THE FULL-TIME TO THE FULL-TIME BARGAINING UNIT**

The following article from the Local 79 Full-time Collective Agreement applies only to Job Postings falling under the Full-Time Collective Agreement and is appended hereto for information purposes only.

**Article 15  
JOB POSTINGS**

- 15.01(a) Whenever appointments to or promotions to a permanent position within the City are to be made or where it is expected that there is a temporary assignment of one year or more the Division Head concerned shall notify the Executive Director of Human Resources of the City accordingly, setting forth the duties of the permanent position and/or temporary assignment and the qualifications required. The Executive Director of Human Resources shall arrange for the permanent position and/or temporary assignment to be made known to all employees through a Job Posting. Applicants for such Job Postings shall be considered on the basis of any or all of the following factors: seniority, education, training and work experience, ability and appraisal of past performance.
- 15.01(b) Temporary assignments are not intended to be used for the back filling of permanent positions unless there is a sound operational reason to do so (e.g. the position may be deleted in the near future, the Division is anticipating a re-organization, or another employee has a claim to the position).
- 15.01(c) Permanent employees who are placed in a temporary assignment shall retain their permanent status.
- 15.01(d) A permanent employee shall return to his/her base position at the end of the temporary assignment. A temporary employee shall return to temporary work in his/her former Division, if available.
- 15.01(e) The Executive Director of Human Resources shall:
- (i) Send copies of Job Postings, in accordance with clause 15.02, to all City Divisions. The Division Head shall ensure the postings are prominently displayed so that all employees are made aware of the permanent positions and/or temporary assignments available.
  - (ii) Provide electronic copies of any Job Posting to the Recording Secretary of Local 79 prior to posting electronically or otherwise .
- 15.01(f) Job Postings will be issued and shall state:
- (i) the general duties of the permanent position and/or temporary assignment;
  - (ii) the Division, Section and work location known at the time of the posting;
  - (iii) the bargaining unit in which the permanent position and/or temporary assignment is situated;
  - (iv) the length of the temporary assignment, known at the time of posting;
  - (v) the wage range and wage grade;
  - (vi) the qualifications required;

- (vii) the procedure for making application;
- (viii) the time limit for receiving application(s)
- (ix) the contact person;
- (x) the examinations, if any, which candidates must undergo for the permanent position and/or temporary assignment will be held in the Human Resources Division unless otherwise indicated;
- (xi) whether a Candidate List or an Eligibility List, but not both, will be established from the Job Posting;
- (xii) whether the permanent position and/or temporary assignment is existing or new;
- (xiii) the job evaluation code number, if one exists;
- (xiv) the number of permanent positions and/or temporary assignments known at the time of posting; and,
- (xv) the hours of work known at the time of posting.

- 15.01(g) A job posting shall be limited to only:
- (i) an opportunity as per Article 15.12 (a)(i) (or opportunities as per Art. 15.12(a)(ii)), for promotion, in a specific position; or
  - (ii) to an opportunity as per Article 15.12(a)(i) (or opportunities as per Article 15.12(a)(ii)), for appointments, in a specific position;
- 15.01(h) The time limit provided in the foregoing (f)(viii) hereof shall not be less than two (2) weeks from the date of issue of the Job Posting provided that the Executive Director of Human Resources may, upon notice to Local 79, establish a shorter period.
- 15.01(i) An employee covered by the Long Term Care Homes and Services Part-Time Collective Agreement, the Unit B Part-Time Collective Agreement or the Recreation Workers Part-Time Collective Agreement, as the case may be, shall have access to the Job Posting procedure as set out in Article 15 herein.
- 15.01(j) Prior to a permanent position and/or temporary assignment being posted through the Job Posting procedure those employees who have submitted a request for transfer prior to the date of posting (as per Article 14, Transfers) shall be given consideration for such permanent position and/or temporary assignment
- 15.01(k) Priority for Job Postings under this Article shall be given to applicants from any of the Local 79 Bargaining Units.
- 15.02 Permanent positions and/or temporary assignments will be posted within the Toronto Public Service. The first consideration will be given to internal applicants and outside advertising will only take place in the event that the Executive Director of Human Resources and the Division Head concerned believe that there may not be employees within the Toronto Public Service with the qualifications required. In this event, the permanent position and/or temporary assignment will be advertised simultaneously inside and outside the Toronto Public Service.

- 15.03(a) (i) Applications for available permanent positions and temporary assignments shall be made on forms supplied by the Human Resources Division.
- (ii) An employee may apply for a permanent position in his/her classification outside his/her present section or in a classification that is at the same, or higher or lower rate of pay than his/her present classification.
- 15.03(b) The Executive Director of Human Resources and the Division Head concerned will conduct a joint preliminary review of applications received to make a fair and objective determination as to whether applicants meet the required qualifications for the permanent position and/or temporary assignment to be filled.
- 15.03(c) An employee whose application has been rejected because of insufficient qualification for the permanent position and/or temporary assignment shall be notified in writing at least seven (7) calendar days prior to the date of the examination.
- 15.03(d) Any applicant who has a complaint regarding the procedure or any other matter may have his/her complaint placed before the Executive Director of Human Resources.
- 15.04 If, after the review of employee applications, the Executive Director of Human Resources and the Division Head concerned agree that an examination(s) is not necessary to confirm candidates' qualifications for a permanent position and/or temporary assignment, the Executive Director of Human Resources will forward to the Division concerned, in order of seniority, the names and seniority dates of qualified candidates.

### **Assessments**

- 15.05(a) The Executive Director of Human Resources and the Division Head concerned will decide jointly on the need for an examination(s) for the purpose of determining qualified candidates for the permanent position and/or temporary assignment. Should passing an exam be required to qualify for a particular permanent position and/or temporary assignment, it will be conducted in a manner that will provide a fair assessment of those candidates being assessed using the same set of standards.
- 15.05(b) Examinations will take the form of written test(s), practical, physical / skill tests, interview panel or any combination thereof to ensure candidates are examined for the qualifications and skills considered most important to the permanent position and/or temporary assignment.
- 15.05(c) Where an applicant has performed the duties of the specific permanent position and/or temporary assignment that is the subject of the Job Posting, for at least one (1) year or the equivalent aggregate hours, and the employee has performed this work within the six (6) months preceding the Job Posting, then the candidate will be deemed to be qualified and will not be required to participate in an assessment.
- 15.05(d) Where there are more candidates than required to fill the posted vacancies, the Executive Director of Human Resources and the Division Head may jointly determine that not all candidates will be assessed. In this case, the most senior candidates will be assessed. Upon request by the union, the City shall provide the number of Local 79 applicants and a list of Local 79 applicants, in seniority order, who were assessed.
- 15.06 Should an examination(s) be required, candidates will be advised in writing by the Executive Director of Human Resources of the type of examination(s) and when and where the examination(s) will be conducted.

- 15.07 Interview panel members will jointly complete a candidate evaluation form. Evaluation forms will be retained by the Executive Director of Human Resources and copies will be available for review by the Human Resources Division with the approval of the candidate within forty-five (45) days of being advised of the interview panel decision. Candidate evaluation forms completed on a candidate for a specific position will have no relevancy to any other position for which an employee might apply. The Interview Panel is responsible for qualifying candidates for the position.
- 15.08 Within forty-five (45) days of notification of the results of his/her examination and upon request to the Executive Director of Human Resources, candidate(s) will receive feedback on his/her interview and/or review his/her test paper, by appointment with staff of the Human Resources Division.
- 15.09 Candidates who do not comply with the procedures and guidelines established for conducting examinations shall be disqualified from further consideration as a candidate.
- 15.10 Upon completion of the examination(s), the Executive Director of Human Resources will advise all candidates in writing of their results, and will forward to the Division concerned, in order of seniority, the names and seniority dates of the successful candidates for selection.
- 15.11(a) The selection decision will be based upon the criteria as set out in sub-clause 15.01(a) hereof. If other than the senior candidate(s) from the list of candidate(s) who meet the required qualifications is selected, the Division Head will advise the Executive Director of Human Resources in writing, giving reasonable justification for the selection of candidate(s) with less seniority. Such justification must demonstrate a fair and objective basis for the selection decision and for the separation between the successful candidate(s) and the unsuccessful senior candidate(s).
- 15.11(b) The Executive Director of Human Resources will notify all candidates who were not selected for the permanent position and/or temporary assignment. Where a less senior candidate is selected, candidates with greater seniority shall be provided with the Division Head's justification.
- 15.12(a) A list of the qualified candidates from each Job Posting shall be either:
- (i) a Candidate List which shall only be valid for the filling of the posted permanent position and/or temporary assignment, or
  - (ii) an Eligibility List which shall be valid for the filling of future permanent positions and/or temporary assignments in the specific position(s) that were the subject of the Job Posting during the period that the Eligibility List is in effect.
- Upon request an electronic list of qualified candidates and their seniority will be supplied to Local 79 for any specific job posting. The identity of non-Local 79 candidates will not be included.
- 15.12(b) The Candidate List or Eligibility List will be formed in accordance with clauses 15.04 or 15.10, as the case may be. Eligibility Lists will become effective upon receipt by the Division concerned. Subject to sub-clause (f) below, Eligibility Lists will be used to select the successful candidate for each successive permanent position and/or temporary assignment which arises during the period that the Eligibility List is in effect.
- 15.12(c) An Eligibility List shall remain in effect for six (6) months unless depleted before that time. If the Eligibility List is depleted, or upon the expiry of the six (6) months, whichever comes

first, any permanent position and/or temporary assignment in question shall be the subject of further Job Posting(s).

- 15.12(d) Notwithstanding the first sentence of clause 15.01(a), further Job Postings shall not be issued for the permanent position and/or temporary assignment in question during the period the Eligibility List is in effect.
- 15.12(e) Each selection decision for the Job Posting shall be made in accordance with clause 15.11 from the candidates on the Candidates List or Eligibility List. Should a less senior candidate be chosen from the Candidate List or Eligibility list, the candidates with greater seniority shall be notified.
- 15.12(f) Candidates on the Eligibility List shall have the right to decline an offered permanent position and/or temporary assignment once. In the event that a candidate on the Eligibility List declines a second offered permanent position and/or temporary assignment, his/her name shall be struck from the Eligibility List and he/she shall not be considered for any future permanent positions and/or temporary assignment during the remainder of the period that the Eligibility List is in effect. In the event that all candidates on an Eligibility List decline the same offered permanent position and/or temporary assignment, the City shall have the right to fill the permanent position and/or temporary assignment externally without any obligation to re-post it.
- 15.12(g) Eligibility lists will only be established by the City in respect to Job Postings where:
- (i) a large number of placements are anticipated in the specific permanent position and/or temporary assignment that are the subject of the Job Posting in question during the six (6) months following issue of the Job Posting;
  - (ii) a high turnover is anticipated in the specific permanent position and/or temporary assignment that is the subject of the Job Posting in question during the six (6) months following the issue of the Job Posting.

### **Reversion Period**

- 15.13(a) All successful candidates in either a permanent position and/or temporary assignment shall be subject to a three (3) month assessment period which will be extended when an employee is absent in excess of ten (10) working days during the period of assessment. In this case, the assessment period will be extended by the length of the absence.
- 15.13(b) A joint performance review will be conducted between the employee and the Division Head after the employee's first six (6) weeks in his/her new permanent position and/or temporary assignment to evaluate the employee's performance and suitability or to determine the possibility of reversion.
- 15.13(c) Should the permanent position and/or temporary assignment be confirmed, the three (3) month assessment period shall count toward the six (6) month probationary period defined in Article 4 if said employee had not completed such period prior to promotion.
- 15.13(d) Should a reversion be necessary, the three (3) month assessment period or any part thereof served in his/her new permanent position and/or temporary assignment shall not count towards the six (6) month Probationary Period if said employee had not completed his/her Probationary Period prior to promotion as set out in Article 4.
- 15.14(a) Should a reversion be necessary or requested by an employee who was a permanent employee prior to his/her promotion to either a permanent position or temporary assignment, the employee shall be reverted to his/her former position and wage rate, if

the position has not been filled during the interim period. If the former position has been filled, the employee will be reverted to a position reflecting the wage rate earned by the employee prior to the placement. The time served in the position prior to his/her promotion to either a permanent position or temporary assignment will count towards the service required to qualify for an increment as set out in clauses 6.03 and 6.04 of Article 6.

- 15.14(b) Should no substitute position be available for such permanent employee, a supernumerary position at the pre-placement wage rate will be created for the employee until such time as a position becomes available. The time served in his/her former position prior to his/her promotion to either a permanent position or temporary assignment will count towards the service required to qualify for an increment as set out in clauses 6.03 and 6.04 of Article 6.
- 15.15 Any employee who is no longer capable of performing his/her full required duties by reason of disability, may be placed in a suitable position, if such position is available, on the recommendation of the Executive Director of Human Resources without regard to the other clauses of this Article.

### **Scheduling of Examinations**

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

### **LETTER OF INTENT ELECTRONIC JOB POSTINGS - PILOT**

The parties agree to meet within sixty (60) days of ratification to identify and agree on those City work locations to be part of this trial process. Only work locations where all employees covered by a Local 79 Agreement work at a City computer to perform their duties will be selected.

The employees within the identified work locations will be notified thirty (30) days before the implementation of the pilot. Until the date of implementation the current practice of job postings shall continue.

Job Postings will be released electronically on the City's intranet, on the same day they are issued to other work locations through hard copy. The Executive Director of Human Resources shall ensure that notices of all job postings are sent to the employees in the identified work locations to his/her City email address.

The Pilot will continue for one (1) calendar year from the date of implementation within the identified work locations. At the end of one (1) year the parties agree to meet and discuss the continuation or the expansion of the Pilot to other work locations by mutual agreement.

The parties agree that this Pilot does not alter the terms and conditions of Article 15 except as provided herein.

Any issues arising out of the implementation of the Pilot will be referred to the President of Local 79 and the Director of Employee and Labour Relations who will discuss and attempt to resolve the issues.

Should the parties be unable to find resolution, the Pilot may be terminated by either party with thirty (30) days written notice.

Signed at Toronto this 27<sup>th</sup> day of July, 2009 on behalf of:

**THE NEGOTIATING COMMITTEE  
OF THE CITY**

Jim Vair (signed)

Catherine Bossuyt (signed)

Dymphna Walko-Channan (signed)

Leslie Jardine (signed)

Susan Smith (signed)

Anne MacIver (signed)

Suzanne Shaw (signed)

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

Ann Dembinski (signed)

Tim Maguire (signed)

David Kidd (signed)

Ainsworth Hamilton (signed)

Nancy Murphy (signed)

Brian McCaul (signed)

Daphne Penton (signed)

Sandra Sproviero (signed)

Robin McKenna (signed)  
Assigned CUPE Representative



**C.U.P.E. LOCAL 79**

**PART-TIME AGREEMENT, UNIT "B"**

**Memorandum of Agreement Items**

**January 01, 2009 to December 31, 2011**

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

**Article 2  
Recognition**

**Process for the Placement of Employees and/or Positions into the Appropriate Bargaining Unit**

During the term of this Collective Agreement, Local 79 and the City will develop a process to ensure that employees and/or positions currently covered by any of the three part-time Local 79 bargaining units are placed in the appropriate Local 79 part-time bargaining unit. Any disputes that may arise regarding such placements may be the subject of a grievance, and if a grievance is filed by Local 79 it shall be initiated at Step 3, and if a grievance is filed by the City, it shall be initiated under the clause regarding management grievances.

**Process For The Identification Of Employees And/Or Positions Appropriate Placement Into The Full-Time Agreement**

MEMORANDUM OF AGREEMENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 79

(hereinafter "Local 79")

- and -

CITY OF TORONTO

(hereinafter the "City")

**WHEREAS** pursuant to the Memorandum of Agreement Local 79 and the City agreed to develop a process to ensure employees and/or positions are placed in the appropriate bargaining unit.

**AND WHEREAS** Local 79 and the City have met to develop a process to determine whether employees and/or positions should be placed in the full-time bargaining unit.

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

1. At such time as the Director of Employee and Labour Relations or his/her designate is notified by Local 79, a Local 79 member or a member of management that a Local 79 member in one of the part-time units may, in fact, be a full-time employee, a review will be conducted. Such review shall take place to determine whether the employee has worked full-time in accordance with clause 2 below and whether the employee will continue to be scheduled for full-time work. In determining whether an employee will continue to be scheduled for full-time work, the following shall apply:

In all cases, the employee shall be considered as continuing to be scheduled for full-time work unless the department provides in writing to Local 79 and the employee reasonable justification supportive of a claim that the employee will not continue to be scheduled for full-time work.

2.
  - (a) An employee shall be deemed to work full-time hours if the employee has worked a minimum of thirty-five (35)/forty (40) hours per week, fifty-two (52) weeks per year, inclusive of sick time, vacation and statutory holidays and any other leaves of absence, approved in writing, for the twelve (12) consecutive month period preceding the review. All hours worked must be in one classification, in one part-time unit and be exclusive of overtime.
  - (b) Time missed solely due to the receipt of WSIB benefits or as a result of a pregnancy/parental leave shall not break the 12 consecutive month period but shall be added to such period.
3. 

Where it is determined that an employee is to be placed under the Full-Time Collective Agreement, the following will apply:

  - (a) The employee will be moved to the full-time unit as of the date of agreement in writing that they work full-time and will be entitled to the rights and privileges accorded in the Full-Time Local 79 Collective Agreement, including enrolment in the City's health benefits plan. Enrolment in the pension plan will be in accordance with OMERS regulations.
  - (b) In the first year the employee is moved into the full-time unit his/her vacation will be calculated in accordance with the provisions outlined in the letter to Anne Dubas, dated November 27, 2000 regarding Temporary Employees' Transition from Vacation Pay to Paid Vacation Days. The dates in that letter will be amended, as necessary, to reflect the year the employee is moved into the full-time unit.
  - (c) The employee will have placed to his/her credit, eighteen (18) sick days.
  - (d) Service and seniority will be brought into the full-time unit in accordance with clause 20.06(a) and calculated in accordance with clause 20.06(b) of the Full-Time Collective Agreement.
4. 

The classification occupied by the employee upon placement of the employee under the Full-Time Collective Agreement shall be included under the Full-Time Collective Agreement.

  - (a) If the employee to be moved to the full-time unit appears to be performing duties that mirror an existing position in the full-time unit the City is willing to review the employee's duties. If it is confirmed that they are, in fact, substantially performing the duties of a position that already exists in the full-time unit, the person will be reclassified and paid in accordance with the appropriate wage grade.
  - (b) If the employee is mis-classified, e.g. they are classified as a skating instructor and they are actually a dance instructor and neither classification exists in the full-time unit the employee will be moved over as a skating instructor and retain their salary. Local 79 will inform the Compensation Division of the mis-classification and Compensation will make the correction prior to harmonization.
  - (c) If the employee is correctly classified in the part-time unit e.g. Square Dance Caller, but there is no mirror position in the full-time unit, the person will be moved over as a Square Dance Caller and take their salary with them.
5. 

The parties agree that if an employee and his/her classification are moved into the full-time unit this will not constitute a new or changed classification as contemplated in the provisions of clause 6.04 of the Full-Time Collective Agreement.
6. 

Employees deemed to be full-time in accordance with 1 above, shall move into

the full-time unit as a temporary employee. As soon as possible thereafter a review of the status of the employee will take place. If the review determines that the employee has been continuously employed in the same position full-time for longer than two (2) years prior to movement into the full-time unit the employee will become a permanent employee and confirmed in the position unless the position is one to which a permanent employee has a claim or the position is expected to be eliminated in the near future.

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

If, following movement into the full-time unit, the temporary employee has been continuously employed in the same position for longer than one (1) year, the status of the position will be reviewed with Local 79 and the City and if the position is considered permanent, the position will be posted in accordance with Article 15, (Job Postings)

7. The classifications of the employees moved into the full-time unit will not be used during wage harmonization of the full-time unit classifications nor the wage harmonization in the part-time unit the employee was transferred from. Instead, after wage harmonization of the full-time unit and the part-time unit the group of employees who have moved into the full-time unit through this process will be looked at separately for wage harmonization.
8. The parties recognize the need on a continuing basis to ensure that employees are placed in the appropriate bargaining unit and, accordingly, agree that on an annual basis the City shall provide to Local 79 for its review a detailed listing of all employees covered by Local 79 Part-Time Collective Agreements with as much work-related detail as possible.
9. If at any time the parties find it necessary to amend the terms of this Agreement in order to address any unanticipated matters that may arise, the parties agree to meet to discuss any such matter(s) and provided there is mutual agreement, effect any such amendments(s) that may be appropriate.
10. Should any concerns or disputes arise out of the operation of this Letter of Intent, the Director of Employee and Labour Relations or his/her designate shall meet with the representatives of Local 79 within ten (10) calendar days of the receipt of the concerns or disputes.
11. Any dispute concerning the interpretation, application or administration of this Agreement including but not limited to whether an employee should be placed under the Full-Time Collective Agreement shall be dealt with in accordance with the grievance and arbitration provisions of the Full-Time Collective Agreement.

Dated at Toronto this 9<sup>th</sup> day of August 2002

**For Local 79**

Ann Dembinski (signed)

Nancy Murphy (signed)

Derek Lue (signed)

**For the City**

Catherine Bossuyt (signed)

**Article 8  
WAGES AND SALARIES**

**Wages**

The parties agree to a three (3) year term with wage adjustment increases as follows:

Effective January 1, 2009	1.75%
Effective January 1, 2010	2%
Effective January 1, 2011	2.25%

Effective January 1, 2009, increase all rates for classifications payable on December 31, 2008, by one- and three-quarters percent (1.75%).

**Retroactivity**

Within ninety (90) working days following ratification of the Memorandum of Agreement, said wage increase shall be implemented and each active employee shall receive retroactive pay on 2009 earnings less statutory or other deductions required by law including union dues.

Within ninety (90) working days of ratification of this Agreement by the parties, the City shall forward by registered mail, to the last address on record, retroactive pay on 2009 earnings less statutory deductions required by law to all employees who left the City between January 1, 2009 and the date that City Council ratified this agreement.

Effective January 1, 2010, increase all rates for classifications payable on December 31, 2009, by two percent (2%).

Effective January 1, 2011, increase all rates for classifications payable on December 31, 2010, by two and one quarter percent (2.25%).

Employees who had their wage rates frozen as a result of the Herman Award who are above the harmonized rate shall continue to have their wages frozen until they meet the amalgamated classification harmonization rate.

While "frozen", such employee 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 frozen rate, provided that the lump sum payment is included as pensionable earnings. This payment will be based on straight time earnings and paid at the beginning of the year for the previous year.

**Article 12  
SENIORITY**

**Confirmation of Employee's Seniority Date**

An employee who has been notified of his/her seniority in accordance with clause 12.01(f) may, in conjunction with Local 79, challenge such seniority if he/she has sufficient documentation to support such challenge. In the event of such challenge, Local 79 will write to the Director of Employee and Labour Relations within sixty (60) working days of the employee's receipt of his/her seniority information, requesting a meeting and the Director of Employee and Labour Relations shall review such documentation and render a decision in writing. Where the matter is still not resolved, the Union may file a grievance on behalf of the employee at Step 3 within twenty (20) working days of receiving the decision of the Director of Employee and Labour Relations.

**Article 16  
Grievance Procedure**

**TIME LIMIT EXTENSION – HUMAN RIGHTS & HARASSMENT GRIEVANCES**

**WITHOUT PREJUDICE**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

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

**And**

**CITY OF TORONTO  
(hereinafter the “City”)**

Whereas Local 79 and the City are parties to four (4) Collective Agreements – full-time employees in the Full-time Agreement, part-time employees in Unit B, part-time employees in the Recreation Unit and part-time employees in the part-time Long Term Care Homes and Services Agreement; and  
Now therefore Local 79 and the City agree as follows:

1. In the event a member of Local 79 files a complaint under the City’s Human Rights and Anti-Harassment policy, the forty (40) working day time limit to file a grievance under the various Collective Agreements will commence as of the date the Human Rights process is concluded.
2. It is understood that the information contained in the files of the Human Rights office are confidential and are not to be released for the purposes of any other proceeding. Any discussions concerning a complaint under the City’s Human Rights and Anti-Harassment policy are without prejudice and will not be relied upon by either party during any other proceeding.
3. Stewards and management will receive training with respect to the City’s Human Rights and Anti-Harassment Policy under the appropriate training articles of the four (4) Local 79 Collective Agreements.

DATED AT TORONTO THIS 9<sup>TH</sup> DAY OF July, 2004.

Ann Dembinski (signed)

Catherine Bossuyt (signed)

Russ Armstrong (signed)

**Article 27  
SCHEDULING**

**Long Service Part-Time Employees in Cleaner Classifications in Facilities and Real Estate**

1. This will confirm the understanding of the parties with respect to temporary assignments of full-time prescheduled work in cleaner classifications in Facilities and Real Estate filled by part-time

employees in a cleaner classification in Facilities and Real Estate for the purpose of identifying the length of time the temporary assignment has been filled by a part time employee(s) in a cleaner classification in Facilities and Real Estate.

2. Within thirty (30) days of ratification the Union and the City will conduct a one time review of all existing temporary full-time assignments filled on a continuous basis by one or more part-time employee(s) for a minimum of two (2) years as of the date of ratification of the Collective Agreement. Upon completion of the review, any such temporary full-time assignment filled on a continuous basis by one or more part-time employee(s) in a cleaner classification in Facilities and Real Estate for longer than two (2) years as of the date of ratification of the Collective Agreement, will become a permanent position unless the position is one to which a permanent employee has a claim or the position is expected to be eliminated in the near future. The permanent position(s) will be offered in order of seniority to employees in the cleaner classification in the Facilities and Real Estate Division.
3. It is understood that the job posting provisions of the Full-Time Collective Agreement will not apply in this situation.
4. Any issues arising out of the implementation of this pilot project will be referred to the Director of Employee and Labour Relations and the President of Local 79 who will discuss and resolve the issues. If the parties are unable to reach a resolution the matter shall be referred to a mediator as agreed to by the parties.

### **Article 31 TRANSPORTATION**

#### **Automobile Allowance Rate**

In the event that Canada Revenue Agency amends section 7306 of the Income Tax Regulations, C.R.C., c.945, and increases the per-kilometre allowance rate that it considers reasonable, and thus not taxable in accordance with 18(1) of the Income Tax Act, 1985, c. 1 (5<sup>th</sup> Supp.), as amended, the City agrees to change the allowance rate set out in Article 31.01 (Transportation) to reflect the new non-taxable mileage rate effective the first pay period in the month following such increase.

This Memorandum will expire December 31, 2011 and will not be renewed.

### **Article 34 EXTENDED HEALTHCARE/DENTAL/GROUP LIFE INSURANCE**

#### **Review of Benefit Premiums for Part-Time Employees**

During the term of this Collective Agreement, the parties agree to meet to assess the amount of savings, if any, that may be achieved by part-time employees who work past age 65 and achieve benefit premium savings as a result of their participation in the Ontario Drug Benefit Plan. The full amount of any such savings will be used to reduce the premium costs attributable solely to such part-time employees.

#### **Domestic Violence**

Local 79 and the City acknowledge that domestic violence is a significant social problem that affects the health and well being of employees.

Local 79 and the City agree to establish and implement within 90 days of ratification a jointly developed program to accommodate employees who are victims of domestic violence as follows:

- i) The parties agree to the joint development of a work plan to deal with issues related to communication, education and training of Stewards and Supervisory personnel as identified in the Summary of Agreed to Items dated July 9, 2004.
- ii) The parties agree to the joint development of a pamphlet and other communication materials related to resources and supports regarding Domestic violence to be distributed to employees.
- iii) The City agrees to provide the Union with copies of all materials to be posted on Union bulletin boards and/or distributed to employees.
- iv) The City agrees to investigate the establishment of web-links and/or a web-site related to domestic violence on the City's Intranet and to report its findings to the joint committee within ninety (90) days of ratification.
- v) The City agrees that staff who are victims of domestic violence may utilize the City's Intranet and/or Internet sites to obtain and access information related to this issue.
- vi) The parties agree to joint Labour/Management training and to incorporate into existing training programs for supervisors and management staff information related to domestic violence to increase awareness, how it may impact the workplace and the resources available to deal with this issue.
- vii) The Union will provide training to stewards regarding resources and information related to domestic violence
- viii) The City agrees that requests for sick leave, vacation, lieu time and any other paid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.
- ix) The City agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic violence shall not be unreasonably denied.
- x) The City agrees that consideration will be given when issues related to work performance could be directly attributed to issues of domestic violence. Any remedial action to be taken by Management may be held in abeyance for an agreed to time frame. The Union agrees that it will not raise issues related to timeliness when the City takes this action.

### **Bulletin Boards**

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 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. Problems may be identified by either party and shall be the subject of discussion.

### **Correspondence To Local 79**

June 27, 2005

Ms. Ann Dembinski

President  
C.U.P.E. Local 79

Dear Ms. Dembinski:



Re: Correspondence to Local 79

This will confirm the City's agreement that all correspondence directed to CUPE Local 79 other than that related to the Grievance and Arbitration process or as otherwise stipulated in this Collective Agreement, shall be in writing and addressed to the President.

The City shall continue to provide an internal courier on a regular basis to the Local 79 Office.

Sincerely

Brigitte Hohn  
Executive Director,  
Human Resources

**Access to Child Care**

April 25, 2005

Ms. Ann Dembinski  
President  
C.U.P.E. Local 79

Re: Access to Childcare

Dear Ms. Dembinski:

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

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

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

Yours truly,

Brigitte Hohn,  
Executive Director, Human Resources

**Lump Sum Payment**

1. Employees covered by the Local 79 Unit B Part-Time Collective Agreement, who are not entitled to a Special Payout/Payment in the Local 79 Full-Time Collective Agreement and who are actively employed on November 1, 2009, shall receive a single lump sum payment, calculated in accordance with paragraph 2, to be paid on or before December 24, 2009.
2. The maximum lump sum payment shall be seven hundred dollars (\$700.00). This payment shall be pro-rated based on all paid regular hours actually worked in the twenty-six (26) pay periods ending immediately prior to the date of ratification of the Part-Time Collective Agreements. The pro-ration shall occur based on 1820/2080 regular annual hours, as applicable. For an employee who works in more than one classification, the pro-ration shall be based on the regular annual hours of the classification in which he/she works the greatest number of regular hours.

3. The lump sum payment does not form part of an employee's base salary, is not pensionable, and is subject to normal statutory deductions and union dues.

The following Article from the Local 79 Full-Time Collective Agreement is appended hereto for information purposes only. Entitlement to any of these benefits will be determined by the terms of the Part-Time Collective Agreement.

**Article 12  
EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND  
LONG TERM DISABILITY INSURANCE**

**Eligibility for Benefits**

- 12.01(a) A permanent employee of the City shall be entitled to the benefits provided for in this Article upon the completion of his/her probationary period as set out in Article 4 (Probationary Period).
- 12.01(b) A temporary employee of the City who completes six (6) months of continuous service or six (6) months of aggregate service with the City shall be entitled to the benefits provided for in this Article.
- 12.01(c) Where an employee is not in receipt of salary or wages because of sickness, or injury for a period of time that exceeds twenty-six (26) consecutive full bi-weekly pay periods, the employee shall be responsible for paying the cost of premiums for any or all of the benefits in this Article under which the employee has coverage.
- 12.01(d) Benefits under Clauses 12.02(a), 12.02(b), 12.03 and 12.04(b) shall apply to the eligible dependants of an eligible employee (as defined in clauses 12.01(a) and (b) above). Such dependants are defined as follows:
- (i) An employee's spouse including same-sex partner; and/or
  - (ii) An unmarried child (including adopted, foster or stepchild) of the employee or the employee's spouse who is:
    - (A) dependent on the employee for support; and
    - (B) under twenty-one (21) years of age (up to twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support), or
    - (C) incapable of self-support because of a physical or mental disability and becomes handicapped before age twenty-one (21) (up to twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support)

**Extended Health Care Benefits**

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

Eligible Expenses (Benefit year January 1 – December 31)

- i) Semi-private hospitalization – difference between ward and semi-private hospital room
- ii) Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
  - (A) Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules
  - (B) Maximum of \$300.00 per person per benefit year for smoking cessation medication
  - (C) Other non-prescription but life sustaining drugs if they have a Drug Identification Number
  - (D) Non-generic drugs will be covered if:
    - (I) there is no generic substitution; or
    - (II) there are no generic substitutions readily available from the pharmacy of the employee's choice; or
    - (III) generic drugs are the same cost, or more expensive; or
    - (IV) the employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or dependant concerned.
  - (E) Eligible compounds:
    - An eligible mixture/compound is one which contains a drug that bears a valid DIN, regardless of the prescription status; or
    - A mixture/compound that contains a raw material, regardless of the prescription status of the raw material.
  - (F) Ineligible compounds:
    - An ineligible mixture/compound is one which is considered experimental/investigational; or
    - A mixture/compound that is contractually excluded under the plan; or
    - A compound derived of vitamins and minerals.
  - (G) Sclerotherapy drugs to a maximum of \$15 per injection.
- iii) Private duty nursing at home when medically necessary, to a maximum of \$25,000.00 per person per three (3) benefit years.
- iv) Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist, or masseur (after OHIP ceases to pay for treatment) to a maximum of 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.

Note: For clarity, the City will apply clause 12.02(a)(iv) of the Collective Agreement on the basis that the doubling up of the paramedical benefits pursuant to the clause permits employees to elect to receive a maximum of eight hundred dollars (\$800) for any one (1) paramedical service and four hundred dollars (\$400) for four (4) of the five (5) remaining paramedical services for a

maximum benefit of two thousand and four hundred dollars (\$2,400) per person per benefit year.

- v) Services of a licensed or registered physiotherapist.
- vi) Services of a licensed psychologist, to a maximum of \$300.00 per person per benefit year.
- vii) Up to four hundred and seventy-five dollars (\$475) 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.

Benefit plan members may borrow their eyeglass entitlement from the next benefit period in order to apply such amount towards laser eye surgery. Should an employee leave the employ of the City prior to being entitled to the coverage of the second benefit period the amount owing will be deducted from the employee's final pay cheque.

- viii) Hearing aids, including repairs and batteries to a maximum of sixteen hundred dollars (\$1,600.00) per person per three (3) benefit years.
- ix) One (1) pair of orthotic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropractor as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices per benefit year.
- x) One (1) pair of orthopaedic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropractor as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthopaedic devices per benefit year.
- xi) Out of country emergency medical coverage for employees travelling in connection with their job duties.
- xii) One (1) prostate specific antigen (PSA) test per person, per benefit year to a maximum of forty dollars (\$40).
- xiii) One (1) ovarian test (CA125) or (CA125II) per person, per benefit year, to a maximum of forty dollars (\$40).
- xiv) Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan.
  - (A) Ambulance services, dental services to repair damage to natural teeth and dentures, which start within twelve (12) months of the accident, rental of medical equipment, casts, braces, crutches, etc., (or purchase where appropriate) artificial limbs and eyes, plus other expenses such as wigs, elastic stockings, breast prostheses, etc., to the extent that they are reasonable and do not exceed the limits to be established in our plans.

12.02(b)

The City shall provide out-of-province/country coverage for emergency treatment for employees and their dependants. The City shall advise members of the claims reporting process at the time they enrol in benefits.

**Dental Benefits**

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

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

One hundred percent (100%) for:

- i) Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to current limits on frequency.

Effective February 1, 2010

Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to a nine (9) month frequency for adults and a six (6) month frequency for eligible dependants under the age of eighteen (18).

- ii) Restorative procedures, such as fillings – including both bonded and non bonded amalgams (acrylic or composite for front teeth).
- iii) Surgical services (extractions), all oral surgery and anaesthesia.
- iv) Periodontal and endodontic services.

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

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

Fifty percent (50%) orthodontic procedures – to a lifetime maximum of \$5,000.00 per person:

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

**Group Life Insurance**

12.04(a) (i) The City will provide for all employees through a contract with an insurer selected by the City, Group Life Insurance in an amount equal to two (2) times the employee's annual salary rounded to the next higher one thousand dollars (\$1,000), if not a multiple thereof. The City shall pay one hundred per cent (100%) of the premiums.

- (ii) Effective the first of the month following the employee's seventieth (70<sup>th</sup>) birthday, the amount of Group Life Insurance referred to in 12.04(a)(i) shall be amended to twenty thousand dollars (\$20,000).

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

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 three hundred thousand dollars (\$300,000) for the employee and/or three hundred thousand dollars (\$300,000) for the employee's spouse, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.

(ii) Optional Group Life Insurance – Dependent Children

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.

- (iii) Effective the first of the month following the employee's seventieth (70<sup>th</sup>) birthday, he/she shall no longer be entitled to Optional Group Life Insurance referred to in 12.04(b)(i) and (ii). The Optional Group Life Insurance for spouses and dependent children shall be available only until the first of the month following the employee's or the insured's seventieth (70<sup>th</sup>) birthday, whichever is

earlier.

**Continuation of Group and/or Optional Life Insurance**

- 12.04(c) The City agrees to continue the practice of advising the employee of his/her ability to convert their Group Life Insurance and/or Optional Life Insurance coverage upon retirement, termination of employment or upon attaining the age of seventy (70), through the benefits carrier, upon the terms established by the City's insurer, at the employee's expense.

**Accidental Death and Dismemberment Insurance**

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

- 12.05(b) Effective the first of the month following the employee's seventieth (70<sup>th</sup>) birthday, the amount of Accidental Death and Dismemberment Insurance referred to in 12.05(a) shall be amended to twenty thousand dollars (\$20,000).

**LETTER OF INTENT  
GRANDPARENTING SPOUSAL AND DEPENDANT DEATH BENEFIT**

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

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

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

**Long Term Disability**

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

12.06(b) Except where a premium waiver applies, the City will ensure the continuation of existing benefit coverage, as set out in this article of an employee who has applied for the Long Term Disability benefit but who has exhausted his/her sick pay credits or IIP prior to the conclusion of the six (6) month waiting period. In no case shall the period of such continued coverage exceed twenty-six (26) bi-weekly pay periods as per clause 12.01(c).

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

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

12.06(d) Effective September 1, 2004, those employees who commenced receipt of Long Term Disability Benefits on or before the effective date set forth in Column 1 shall receive the monthly increase set forth in Column 2.

**Column 1**

**Column 2**

Receiving L.T.D. Benefits as of:  
December 31, 1998  
December 31, 1993

Increase Received:  
\$30.00 per month  
\$60.00 per month

12.06(e) Employees will be eligible for LTD benefits as follows:

- i) All employees who have been approved for or receiving Long Term Disability (LTD) benefits as of the date of ratification of this Agreement will retire at the end of the month in which the employee turns sixty-five (65) years of age and will not be eligible for the benefits outlined in clauses 12.02, 12.03, 12.04, and 12.05 or for LTD benefits after their retirement date.
- ii) Employees who are less than sixty-three (63) years of age when they become disabled will be eligible for LTD benefits until they reach age sixty-five (65).
- iii) Employees who are actively at work and working at sixty-three (63) years of age or older and become continuously ill for twenty-six (26) weeks will be eligible to apply for LTD benefits and will have a third-party medical assessment (performed by the City's benefit carrier) to determine the status of

their disability. The assessment process will be consistent with the medical assessment process in place at the time for employees under age sixty-five (65) who are applying for LTD benefits.

If an employee is approved for LTD benefits based on medical evidence, the employee will be provided with seventy-five percent (75%) of their annual salary at date of illness, for a lifetime maximum period of eighteen (18) months (subject to the limitations contained in this clause), commencing twenty-six (26) continuous weeks from the date that they became disabled, and subject to the employee's ongoing obligations to provide evidence of continuing disability. In consideration for the benefits provided in this clause, the employee will retire from the City of Toronto after the completion of the two (2) year disability period (i.e., twenty-six (26) continuous weeks plus eighteen (18) months of LTD) and will not be eligible for the benefits outlined in clauses 12.02, 12.03, 12.04, and 12.05 or for LTD benefits after their retirement date.

- iv) If an employee returns to work prior to the completion of the two (2) year disability period and becomes ill again, they will only be eligible for LTD benefits, if they are off ill or injured for another twenty-six (26) continuous weeks and after being reassessed and approved.

If the above criteria are met, the employee will receive seventy-five percent (75%) of their annual salary at date of illness for a period equal to the difference between any previous disability period, including WSIB benefits, that was incurred after the employee reached age sixty-three (63) and the two (2) year maximum.

- (v) Where an employee over the age of sixty-three (63) goes off on illness and does not have IIP days or sick leave days, the employee will be reported off illness no credit/no pay and will be eligible to apply for sick benefits with Employment Insurance for the first twenty-six (26) continuous weeks or the period of no pay status.
- (vi) Notwithstanding anything else contained in this clause, employees will not be eligible for LTD benefits beyond the end of the month in which they attain seventy (70) years of age, and all LTD payments shall cease at that time.
- (vii) The two (2) year City funded disability period (i.e., twenty-six (26) continuous weeks and 18 months of LTD), will be considered an "Approved Leave of Absence" with respect to OMERS. The employee will have the option, as permitted by law, to buy back this period from OMERS at his/her expense. If the employee chooses not to purchase this period, it will not be considered eligible service.

### **Expedited Process**

12.06(f) In the event that a difference arises relating to the interpretation, application or administration of said procedure clause 12.06(e), 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 & Labour Relations and to the President of the Union, 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 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) working days of its referral:

W. Kaplan	L. Davie
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.

#### **Change of Marital Status or Dependents**

12.07 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.

#### **Benefits Monitoring Committee**

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

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

The Committee shall meet at the request of either party.

#### **Benefit Plan Book**

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

#### **Change in Carrier**

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

#### **Benefit Utilization and Premium Rates**

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

Within six (6) months after the end of each benefit year, the City will provide Local 79 with the utilization of the health and dental benefits, by category, e.g. drugs, for the last year, as well as the underwriting arrangements and administrative charges.

**Benefits Representative**

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

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

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

**LETTER OF INTENT  
ADMINISTRATIVE AND UNDERWRITING SERVICES FOR EMPLOYEE BENEFITS**

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

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

Dear Anne Dubas:

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

"It is recommended that:

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

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

Thank you.

Yours truly,

M. Garrett

**CITY OF TORONTO POLICIES**

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

**The parties agree to append the following to the Collective Agreement:**

- Employees Seeking Election to a Political Office
- Family Medical Leave
- Leave Without Pay
- Military Service
- Request for Parking for Employees with a Disability Procedure
- Tuition Reimbursement

Human Resources Policies  
Employees Seeking Election to Political Office

Category: **Absence From Work**



**Policy Statement**

The City of Toronto gives leaves to employees who are running for elected political office.

**Application**

All City of Toronto employees.

**Definitions**

Political Office: An elected office of a school board, municipal, regional, provincial or federal government.

**Conditions**

*Employees seeking election to City of Toronto Council*

An employee of the City of Toronto is eligible to be a candidate for and to be elected as a member of the City of Toronto Council.

Any employee who is a candidate for office for the City of Toronto Council must take an unpaid leave of absence. The leave begins before the employee files his/her nomination papers and ends on voting day.

The employee shall give his/her manager written notice at least two weeks in advance of his or her intention to take unpaid leave.

These conditions are mandated by subsections 30(1), (2) and (3) of the *Municipal Elections Act, 1996*.

*Employees seeking election to other municipal councils and school boards*

An employee of the City of Toronto is eligible to be a candidate for and to be elected as a member of any school board or of any municipal council other than the City of Toronto Council.

If an employee needs time off work, he/she may use available vacation or lieu time as well as unpaid time.

If the employee intends to take unpaid leave, he/she must give his/her manager written notice at least two weeks in advance.

*Employees seeking election to provincial and federal office*

An employee of the City of Toronto is eligible to be a candidate for and to be elected as a member of the provincial or federal parliament.

If an employee needs time off work, he/she must take an unpaid leave of absence. In this instance, the leave would begin before he/she files his/her nomination papers and ends on voting day.

The employee shall give his/her manager written notice at least two weeks in advance of his or her intention to take unpaid leave.

*Employment Status after election*

If the employee is elected to the City of Toronto Council, he or she shall be deemed to have resigned from employment immediately before making the declaration of office referred to in subsection 186 of the *City of Toronto Act, 2006*.

If an employee is elected to another municipal council or school board that employee is not required to resign but is subject to the City's Conflict of Interest and other employment policies and performance expectations, in addition to any external codes, policies, rules or regulations that may apply to them as elected officials.

If an employee is elected to provincial or federal office he/she is required to resign.

*Use of corporate resources*

Corporate resources and funding may not be used for any election campaign purposes.

Under the terms of the Conflict of Interest Policy, employees may not use, or permit the use of, items of City property, facilities, equipment, supplies or other resources for activities not associated with their work.

Under the terms of the City's Policy on Employee Participation in Municipal Election Campaigns, staff who are working on behalf of a municipal candidate may not use any of the City's resources (e.g. office equipment, supplies etc.) for campaigning activities at any time before, during or after the election. This prohibition also applies to the City employee if he/she is the candidate.

City staff who are on leave seeking election to any elected office cannot use, or act in a manner that could reasonably give rise to a presumption that they are using, any City resources during their campaign period. All access to City resources, including security, parking, voice-mail, and computer access will be temporarily disabled during the employee's leave.

**Salary & Benefits**

As mandated by subsection 30(3.1) of the *Municipal Elections Act, 1996*, any employee who is a candidate for office for the City of Toronto Council and is required to take an unpaid leave, is entitled to be paid out any vacation pay or overtime pay owing to the employee, during the period of the unpaid leave of absence. Employees wishing to have their vacation and lieu time paid out must give Payroll advance notice.

If an employee wants to maintain pension service credits he/she must pay both the employee's and City's pension contributions for the duration of the leave.

***Non-union employees***

Employees do not receive salary or benefits during an unpaid leave taken by the employee while seeking election to political office. If they wish to continue benefits coverage, they are required to pay both the City's and employee's health and insurance benefit premiums.

*Sick pay*

No sick time is accrued during the leave.

*Vacation*

Service is not affected by this leave for vacation entitlement purposes.

*Performance Pay*

Employees receive no across the board (ABI) increase or performance pay increase while on unpaid leave of absence. When the employee returns, he/she receives a prorated performance pay increase for the time worked prior to his/her unpaid leave based on his/her performance. Payroll adjusts the employee's pay to reflect any missed ABI increase(s), effective on the employee's return date.

***Bargaining Unit employees***

Bargaining unit employees' salary, benefits coverage, service, seniority, sick pay and vacation for unpaid leaves of absence are treated in accordance with their respective collective agreements.

**Implementation**

An employee who is taking an unpaid leave of absence shall submit a Leave of Absence form at least two weeks before the leave begins to his/her manager. The reason for the leave of absence, i.e. seeking election to political office, shall be stated in the Comments section. The employee's manager submits the form to the Payroll Manager's attention in order to place the employee on an inactive status. Payroll addresses any payment and pension issues with the employee.

<b>Approved by</b>	Executive Management Team
<b>Date Approved</b>	July 29, 1999
<b>Revised</b>	September 7, 2007

Human Resources Policies  
Family Medical Leave

Category: **Absence From Work**



**Policy Statement**

The City of Toronto provides up to eight weeks unpaid Family Medical Leave to employees who need to take a leave to provide care and support to a family member who has a serious medical condition where there is a significant risk of death occurring within a period of 26 weeks.

**Application**

This policy applies to all City of Toronto employees and shall be administered in accordance with the Employment Standards Act.

**Definitions**

For the purpose of this policy, **family member** is defined as:

1. The employee's spouse ( includes common law and same sex partner)
2. A parent, step-parent or foster parent of the employee
3. A child, step-child or foster child of the employee or the employee's spouse.
4. A brother or sister of the employee.
5. A grandparent of the employee or of the employee's spouse.
6. A grandchild of the employee or of the employee's spouse.
7. The father-in-law or mother-in-law of the employee.
8. A brother-in-law or sister-in-law of the employee.
9. A son-in-law or daughter-in-law of the employee or of the employee's spouse.
10. An uncle or aunt of the employee or of the employee's spouse.
11. The nephew or niece of the employee or of the employee's spouse.
12. The spouse of the employee's grandchild, uncle, aunt, nephew or niece.
13. A foster parent of the employee's spouse.
14. A person who considers the employee to be like a family member.

Note: In numbers 4 to 8 a reference to a relationship includes the corresponding "step" relationship.

**Provide care and support:** providing psychological or emotional support, arranging for care by a third party provider or directly providing or participating in the care of the family member.

**Conditions**

**Requirement for medical certificate**

An employee is entitled to a leave of absence without pay of up to eight weeks to provide care or support to a family member, if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period

of 26 weeks or a shorter period.

***Duration of leave***

When the health practitioner issues a certificate, an employee may take the Family Medical Leave within the 26-week period specified in the medical certificate. For example an employee may begin the leave as soon as the certificate is issued or may choose to wait to start the leave, as long as the leave does not extend beyond the designated end of the 26-week period.

The employee may remain on a leave for eight weeks or the last day of the week in which the family member dies.

The eight (8) weeks of a Family Medical Leave do not have to be taken consecutively but an employee may only take a leave in periods of entire weeks.

“Week” is defined for Family Medical Leave purposes as a period of seven consecutive days beginning on a Sunday and ending on a Saturday. Week is defined in this way to correspond with the beginning and end of the week set for Employment Insurance (EI) entitlement purposes.

***Sharing the leave***

If two or more employees (employed by the same or different organisations) take this leave to provide care and support for a specific family member, the eight weeks of Family Medical Leave must be shared between them. For example if one spouse takes six weeks to care for his or her child, the other spouse would be able to take only two weeks of Family Medical Leave.

***Extension of leave***

If employees request an extension beyond the eight weeks leave, they must submit a written request to their supervisor. The supervisor decides if this extension can be granted. If the request is approved, the extended leave can be covered by vacation, Voluntary Leave, Leave without Pay as well as personal leave provisions contained in the applicable collective agreements.

***Subsequent leaves***

If an employee takes a leave and the family member does not die within 26 weeks, the employee may take another leave at a later time and requires another medical certificate for that purpose.

***Employment Insurance Benefits***

All employees covered under the Employment Standards Act are entitled to take a Family Medical Leave. Those employees who qualify can also access Compassionate Care Employment Insurance (EI) benefits for up to six weeks.

In order to access these benefits, employees must serve a two-week unpaid waiting period.

Employees entitled to EI benefits can apply for employment insurance. Employees are required to provide a medical certificate to Employment



Insurance in order to receive the benefit. The medical certificate can be found on the EI website.

Employment Insurance permits the sharing of the six-week benefit by two or more working members of the family. If the benefit is shared, only one employee serves the waiting period.

Employees may take the eight-week leave all at once or divide it into parts with a minimum of one-week segments.

Note: For details on eligibility on employment insurance benefits refer to the Employment Insurance (EI) Compassionate Care Benefits website (see link below)

### ***Examples***

- Jane takes leave from Sunday August 8th to October 2nd and returns to work on October 4th, having completed the eight-week leave with six weeks EI benefit.
- Abdul takes leave from August 8th to September 4th and returns to work on September 6th. (Four weeks: two-week waiting period and two-week leave with benefit). Abdul takes further leave from September 19th to October 2nd and returns to work October 4th (two-week leave with benefit). Abdul takes further leave from November 14th to November 27th and returns to work on November 29th (two-week leave with benefit).
- Julia takes leave from October 10th to October 30th and returns to work on November 1st. She takes three weeks leave with benefit. Her brother had previously taken leave with three weeks benefit and had served the waiting period.

The EI benefits can be paid regardless of where the family member lives. If employees are required to travel to other countries to look after a dying family member, they are still entitled to the benefit and can access the benefit by application through the Internet.

The EI benefit ends at the end of the week in which the person dies if this occurs during the benefit period.

## **Salary & Benefits**

### ***Benefits***

Basic benefits coverage (health, dental, group life insurance, STD and LTD) continues during Family Medical Leave.

Benefit coverage for part-time employees continues to be on a pro-rated basis.

Employees are responsible for premiums that they would normally pay for benefits that are not covered by the basic plan, for example additional coverage for group life insurance.

### ***Pension***

If employees want to maintain pension service credits they must pay their pension contributions for the duration of the leave. The city will match

these contributions.

***Vacation***

Employees' annual vacation entitlement is not affected by this leave.

***Sick Pay***

Employees, who accumulate sick leave credits, continue to earn sick credits during the period of leave.

***Service and Seniority***

Employees accumulate full service and seniority during the leave. However, Family Medical Leave days are not counted towards the completion of the probationary period.

***Increments and Pay for Performance***

Bargaining unit employees' increments are not affected by this leave.

Non-union employees receive the full merit level increase based on their performance for the duration of the Family Medical Leave. Any further leave without pay is subject to pro-ration of the merit level increase and market rate adjustment.

**Implementation**

***Notifying supervisors***

Employees who wish to take Family Medical Leave must advise their managers/supervisors before taking the leave. If prior notice is not possible because of the urgency of the situation, employees should inform their managers/supervisors as soon as possible.

Employees must submit their requests in writing, stating:

- the date that they want to start their leave and the date when they expect to return to work
- the amount of leave requested and the scheduling e.g. eight weeks together; four weeks taken in weekly segments
- whether the employee is the only family member taking the leave and if sharing the leave with another family member how many weeks he/she is taking i.e. less than eight (8) weeks.

If employees are not sure when they will be returning to work, they should contact their supervisors at a later date to advise of their return to work. If there is a change in the return to work date, supervisors must e-mail the new return to work date to Payroll as soon as they receive the information from employees.

***Information for Payroll***

Supervisors must ensure that a *Leave of Absence Request/Notification* form is completed stating "Family Medical Leave" in the Comments section, Section B, and submit the form to Payroll. The payroll control clerk sends a Record of Employment form directly to the employee.

At the start of the leave, the Pensions, Payroll & Employee Benefits Division sends a letter to the employee to explain that benefits will be protected on condition that proof is submitted that the requested leave is a

Family Medical Leave.

Employees who are collecting EI benefits must submit confirmation that their leaves have been approved by Employment Insurance by sending the original EI pay stubs to Payroll as soon as they receive them and continue to provide the pay stubs as they are received.

Supervisors may ask an employee for a copy of the certificate as appropriate, for instance, in the situation where employees are not entitled to EI benefits because they do not have sufficient insurable hours. These employees must provide a certificate to their supervisor, from a qualified health practitioner stating that the employee's family member has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or a shorter period. This certificate should be attached to the form submitted to Payroll. The certificate can either be a copy of the certificate used for EI purposes (available from the EI website) or a note from the health practitioner with the relevant information.

The federal government has developed a "Compassionate Care Benefits Attestation" form that is required for those persons applying for the Employment Insurance Compassionate Care Benefit under the "like a family member" category. The form needs to be signed by the gravely ill person or his or her legal representative, confirming that the caregiver is "like a family member". In situations where the employee is applying for Family Medical Leave to care for a person who considers the employee to be like a family member, supervisors can request this document from an employee to confirm the employee's eligibility, regardless of whether the employee is applying for the Employment Insurance Compassionate Care Benefit.

<b>Approved by</b>	Executive Management Team
<b>Date Approved</b>	November 8, 2004
<b>Revised</b>	December 6, 2006

Human Resources Policies  
Leave without Pay

Category: **Absence From Work**



**Policy Statement**

This policy allows employees who wish to take an extended period of leave for personal reasons to do so.

**Application**

All employees listed below are eligible for Leave without pay.

- Non-union full-time permanent employees who have completed their probationary period
- CUPE local 79 employees
- CUPE local 416 employees

**Definitions**

*Leave without Pay*: an authorized leave for up to a year without pay or benefits.

**Conditions**

Employees may apply for a leave period of up to one year.

An employee must give notice of leave to his/her executive director/division head to give the division time to plan for the employee's extended absence. The minimum advance notice should be one month.

Employees may apply for a leave without pay at any time of the year.

The leave of absence must be approved by an employee's executive director/general manager/division head or designate. When he/she receives a request, he/she may:

- approve the request
- approve the request but defer the leave
- deny the request.

The executive director/general manager/division head or designate must send written approval, deferral or denial of the request to the applicant. If the request is deferred or denied he/she must explain the reasons to the employee and indicate whether the employee's request can be granted at some future date.

The executive director/general manager/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 terms of the plan leave are documented and agreed to by both parties, when a leave is approved. This can be changed only by mutual consent.

*Return from leave*

An employee returning from leave without pay will return to his/her former position or a suitable alternate position if available.

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

## **Implementation**

*Guidelines for Assessing Competing Requests for Leaves*

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

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

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

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 situation given these factors, it is recommended that an objective criterion such as date of application be used to determine priority.

## **Salary & Benefits**

*Benefits*

This is a leave without pay and at no cost to the city. An employee has the option of discontinuing benefits or maintaining all benefits coverage at his/her own expense. An election form must be completed prior to the commencement of the leave and the employee must pay the benefit

premiums before the leave begins.

*OMERS Pension*

A leave without pay is a break in service. If an employee wants to maintain pension service credits he/she must pay both the employee's and city's pension contributions for the duration of the leave. An election form will be forwarded to the employee following the completion of the leave.

*Vacation*

Vacation is reduced for the period of the leave taken, on a pro-rated basis. For example, if an employee is on leave for six months he/she does not earn any vacation during the period on leave but earns vacation for the balance of that year. The period of leave is not counted towards service requirements for calculating increases in vacation entitlements.

*Canada Pension Plan and Employment Insurance*

On a leave without pay an employee does not contribute to the Canada Pension Plan or employment insurance and the leave period is not counted as insurable employment. If this is of concern to an employee he/she should check the implications of his/her particular situation by contacting his/her local Employment Insurance Commission office.

*Sick pay*

No sick pay is accrued during the leave.

<b>Approved by</b>	Workforce Strategy Team for the Executive Management Team.
<b>Date Approved</b>	April 12, 2001
<b>Revised</b>	September 30, 2005

Human Resources Policies  
Military Service



Category: **Absence From Work**

**Policy Statement**

The City of Toronto supports employees who want to participate in the military reserve force and allows them to take a leave of absence to fulfill their reserve duties.

**Application**

All employees listed below are eligible for Military Service leave.

- Non-union employees
- CUPE local 416 employees
- CUPE local 79 employees

**Conditions**

Employees can take a leave of absence with pay, for the two week period of absence, to attend the Canadian Armed Forces Reserve Training Program.

The maximum period of absence is two weeks in a calendar year.

Employees applying for leave must provide their executive director/general manager/division head or designate with a letter of support from their commanding officer.

**Salary & Benefits**

Employees are paid their regular pay provided they submit any compensation received for military service to the city treasurer, unless this compensation is paid for days they are not scheduled to work.

Compensation received for travelling expenses and meal allowance does not have to be returned to the city.

All benefits continue during the leave.

An employee's service is not affected by the leave. An employee's vacation entitlement, and pension credit do not change.

**Approved by**

Senior Management Team

**Date Approved**

July 29, 1999

**Revised**

September 30, 2005

**CITY OF TORONTO  
PROCEDURES**

**Request for parking for employees with a disability**

The City of Toronto is committed to its accommodation responsibilities in accordance with the Ontario Human Rights Code. The City will accommodate people with disabilities who require parking, to the point of undue hardship and in a manner that respects their dignity.

***Procedure***

Employees with disabilities who are not allocated a free parking space under existing criteria will be considered for a parking space based on the following factors:

- The applicant has a disability which can be either permanent or temporary
- The applicant cannot walk unassisted for more than 200 metres (218 yards) in eight minutes or less without great difficulty or danger to his or her health or safety (the Ministry of Transportation Disabled Parking Permit requirements)
- The use of any form of public transportation including Wheel Trans is not a viable option

For the purpose of obtaining disabled parking privileges, employees will be placed in one of two categories.

➤ **Permanent:**

An employee in this category will be considered for a parking space upon review of medical documentation by Employee Health and Rehabilitation (EH&R). The employee will not require any further proof of disability.

➤ **Temporary:**

An employee in this category will be considered for a parking space for a limited time upon review of medical documentation by EH&R. The employee will be subject to reassessment if extensions are requested.

Applications are available at:

Employee Health and Rehabilitation Services  
100 Queen Street West, Lower Level East  
Toronto, Ontario M5H 2N2  
(416) 392-7330

**Once your request has been approved the attached form will be completed by EH&R.**





Comments:

.....  
 ...  
 .....  
 .....

All medical information is kept strictly confidential in our files.

Doctor's Name ..... Tel # .....  
 Address .....

Signature..... Date .....

Thank you for your assistance. If you have any questions, contact EH&R at 416-392-7330.

Doctor's Name ..... Tel. No. ....

Address .....

Signature..... Date .....

Thank you for your assistance. If you have any questions, please contact Margaret Robbins, Manager, Employee Health and Rehabilitation at 416 -392- 7330.

Human Resources Policies  
Tuition Reimbursement



Category: **Employee Development**

**Policy Statement**

The City of Toronto is committed to a work environment that encourages continuous learning as a means of maintaining a competent workforce which provides a high standard of service to the public. The City is also committed to ensuring that employees have opportunities to upgrade their knowledge and skills so they can perform their jobs effectively. In support of this objective the City provides tuition assistance to employees who wish to improve their competencies.

**Application**

All permanent full-time and part-time employees, and full-time temporary employees with one year's service.

**Definitions**

Work related training/development: this applies to courses other than those offered internally by the City that:

- provide skills and/or knowledge relevant to an employee's current position in the organization OR
- provide skills and/or knowledge relevant to an employee's current or future position at the City in an employee's current or related field of work.

**Conditions**

The request for tuition reimbursement must be initiated by the employee.

Employees must attend courses on non-work time.

The course(s) requested must be work-related and consistent with the employee's career plans as discussed with their manager.

Courses must be delivered by a provincially recognized institution (colleges, universities, business or technical schools).

Classroom programs, distance learning, and correspondence courses are acceptable.

Reimbursement is limited to 75 percent of the total cost of tuition. Course materials, including books, exam fees, parking fees, etc., will not be reimbursed.

Tuition reimbursement is limited to a maximum of \$1,000.00 (Canadian) per year per employee. The actual amount any one individual may receive will be based on the available budget, divisional business priorities, the principal of equitable access to available funds and anticipated demand.

Requests for tuition reimbursement must be approved by the Executive Director, General Manager, Division Head or designate of the employee's division.

**Implementation**

Funds for tuition reimbursement are budgeted by each division to meet the continuous learning needs of its employees.

Standard application forms must be completed and submitted for approval to the appropriate Executive Director, General Manager, Division Head or designate in the employee's division. The form requires employees to include a description of how the course content contributes to their knowledge, competence, and/or career development plans. The form must be signed by the appropriate Executive Director, General Manager, Division Head or designate(s) to ensure that (1) divisional funds are available and (2) the request reflects the employee's performance development goals.

Employees must receive approval for a course before enrolling in order to be reimbursed.

To be reimbursed, employees are required to submit to their divisional administration contact, proof of attendance, a receipt for payment of tuition and evidence of successful completion, i.e., passing grade of the course in order to be reimbursed. The institution providing the course determines a passing grade.

**Responsibility**

Executive Directors, General Managers, Division Heads or Designate.

**Approved by**

City of Toronto Council

**Date Approved**

April 13, 1999

**WAGE SCHEDULE**

LOCAL 79 PART-TIME UNIT B  
AND  
CITY OF TORONTO

The following wage schedule (Schedule 1) for the years – January 1, 2009 – December 31, 2009, January 1, 2010 to December 31, 2010, January 1, 2011 – December 31, 2011 is illustrative of the classifications and wage rates (expressed as hourly rates) as known to the parties as of January 2009. It is, however, understood that the wage schedule set out herein will have to be amended in due course to bring it into conformity with the outcome of the ongoing harmonization/job evaluation/pay equity exercise which will generate hourly rates which incorporate all hourly rates found in the Local 79 Full-Time bargaining unit as well as those specific to Unit B. The wage schedule in effect on December 31, 2008 is included for information purposes only.

The parties understand and agree that errors or omissions to the Schedule shall be identified and addressed at the earliest opportunity, and if unresolved, any dispute may be the subject of a grievance or an action at the Ontario Labour Relations Board.

The wage and salary information is based on positions in effect as of January 1<sup>st</sup>, 2009. Any change to the position information and rates set out in this Schedule, subsequent to the January 1<sup>st</sup> date, will be added upon renewal of the Collective Agreement