

**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 (Long Term Care Homes and Services Part-Time Unit)**

herein called "Local 79",

**OF THE SECOND PART,**

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

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

**WHEREAS** the City and Local 79 have agreed to enter into a Collective Agreement effective from January 1, 2009, to remain in force until and including the 31st day of December, 2011, and from year to year thereafter as hereinafter provided;

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

**Article 1  
DEFINITIONS**

- 1.01(a) "Regularly scheduled work" - work regularly scheduled to part-time employees to fill in the gaps in the work schedule resulting from such factors as the maintenance of seven-day coverage as well as vacations and leaves of absence taken by full-time employees. In general, this work is available for part-time employees when the work schedule is compiled and is thus included thereon. "Regularly scheduled work" shall include work, which becomes available and can be assigned twenty-four (24) hours prior to the actual implementation of work schedules. All other work shall be defined as "Call-in" work.
- 1.01(b) "Call-in work" - Work for part-time employees that is not known to be available in sufficient time to be scheduled or assigned with more than minimal, if any, advance notice.
- 1.02 "Service" is synonymous with seniority and shall be defined as all hours paid to a maximum accumulation of 2,080 hours per calendar year, including periods of full-time temporary employment in the Full-time Bargaining Unit.
- 1.03 "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**

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

**Article 2  
PURPOSE**

- 2.01 (a) Both parties to this Collective Agreement are desirous of ensuring that optimum resident care is provided and maintained in the Long Term Care Homes and Services Division.
- 2.01 (b) Such care shall be provided and maintained by the City through the utilization of the employees of the City other than in exceptional short-term circumstances. To this end, the City shall employ a full-time work force. The City shall also employ a sufficient number of part-time employees, whose sole purpose shall be to supplement the full-time work force.
- 2.01 (c) Nothing in the Collective Agreement shall be deemed to prohibit the City from participating in student training programs or the involvement of volunteers providing such participation and involvement would not displace employees.

**Article 3  
RECOGNITION**

- 3.01 The City recognizes the Union as the sole bargaining agent for all part-time employees in the Long Term Care Homes and Services Division in the bargaining unit described in certificate number 2735-82-R issued by the Ontario Labour Relations' Board and dated May

6, 1983, that is, all employees in its Long Term Care Homes and Services Division in the Province of Ontario save and except:

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

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

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

The question as to the position's inclusion in or exclusion from the Local 79 Unit shall be determined by mutual agreement or, in the absence of an agreement, Local 79 may file a grievance under clause 19.06. Such grievance shall be initiated at Step 3 of the grievance procedure.

**LETTER OF INTENT**  
**PROCESS FOR IDENTIFICATION OF EMPLOYEES AND/OR POSITIONS APPROPRIATE**  
**PLACEMENT INTO 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 shall be September 1st 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 4**  
**MANAGEMENT RIGHTS**

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

- (i) maintain order, discipline and efficiency;
- (ii) hire, discharge, layoff, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employee provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that any such employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided; and
- (iii) generally to manage the operation and undertakings of the City and without restricting the generality of the foregoing to select, install and require the operation

of any equipment, plant and machinery which the City in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the City.

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

## **Article 5 UNION SECURITY**

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

5.01(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.

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

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

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

5.04 Local 79 will save the City harmless from any and all claims, which may be made against the Employer for appropriate amounts deducted from pay pursuant to clause 5.02.

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

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

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

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

## **Information Requests**

- 5.08 The City shall provide Local 79 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 salary/wages of each employee, the hours worked and 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, LTD or other reasons;
  - (d) a quarterly list of all employees, their employee number (new and old), classification, their latest home address, work location, section, and division, work telephone numbers 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;
  - (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;
  - (j) a bi-weekly listing of employees who change bargaining unit status; and
  - (k) at the commencement of each six week schedule, a list of all Local 79 employees in temporary full-time assignments.

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

## **Article 6 PROBATIONARY PERIOD**

- 6.01 Notwithstanding anything to the contrary in this Agreement contained, the City shall have the exclusive right to discharge employees within the first one thousand and forty (1,040) paid hours within the latest period following any severance of employment as defined in clause 16.02, such period to be called "the probationary period". The probationary period may not be completed while the employee is absent and that in no case shall an employee be required to complete more than one (1) probationary period. The employee shall be notified by the City when his/her probationary period has been completed and he/she shall accordingly be credited with one thousand and forty (1,040) paid hours. For the purposes of this clause solely, the one thousand and forty (1,040) paid hours referred to herein shall not include hours paid while in receipt of Workplace Safety and Insurance Benefits.

**Article 7**  
**NO DISCRIMINATION OR HARASSMENT**

- 7.01 The City and Local 79, their respective servants and agents agree that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, 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.
- 7.02 Any prohibited ground of discrimination listed in clause 7.01 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.
- 7.03 The prohibition within clause 7.01, 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 8**  
**SEXUAL HARASSMENT**

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

**Article 9**  
**WAGES AND SALARIES**

- 9.01 (a) During the term of this agreement, the parties agree that the salaries and the 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.
- 9.01(b) Effective December 31, 2004, the salaries and wages to be paid to each employee shall conform to the terms of the Harmonization, Job Evaluation and Pay Equity Award issued October 24, 2006.
- 9.01(c) Effective December 31, 2004, Appendix "A" (being the Job Evaluation Program consisting of Schedules "A", "B" and "C") set forth in the Harmonization, Job Evaluation and Pay Equity Award dated October 24, 2006 shall be incorporated in and form part of the Collective Agreement.
- 9.01(d) Effective December 31, 2004 the description and rating of all jobs in the bargaining unit shall be deemed to conform to the provisions of Appendix "A" and the determination of the appropriate description and wage rate for any job created thereafter and for any changes in the content of any job occurring thereafter shall conform to the provisions of Appendix "A".
- 9.01(e) Notwithstanding any provision to the contrary set out in the Collective Agreement. effective

the date of issuance of the Harmonization, Job Evaluation and Pay Equity Award dated October 24, 2006, progression through increment levels shall conform to the terms of the Harmonization, Job Evaluation and Pay Equity Award.

### **Increments**

- 9.02 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.
- 9.03 Increments shall be effective at the beginning of the pay period following the completion of each one thousand, nine hundred and sixty (1,960) paid hours, except in the case of the first incremental increase which shall require the completion of two thousand and eighty (2,080) paid hours.
- 9.04 An employee's anniversary date for an increment shall not be adjusted as a result of any pregnancy or parental leave taken pursuant to clauses 20.03(a) or 20.03(b).
- 9.05 The City may set rates of pay for new or changed classifications and shall advise Local 79 of such new or changed classifications at least ten (10) working days prior to the implementation of the new or changed rate of pay and/or changed classification. If Local 79 is of the opinion that the rate is unfair or improper, Local 79 shall have the right of filing a grievance in accordance with the procedure as set forth in clause 19.17 (Policy Grievance) hereof.

### **Alternate Rates**

- 9.06 Subject to clause 9.08, 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.
- 9.07 The foregoing alternate rate provisions shall apply to periods during which the employee is absent on paid leave, receiving sick pay or IIP hours in accordance with Article 14A (IIP) or Article 14B (Sick Pay) 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, sick pay or 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.
- 9.08 Subject to clauses 9.02, 9.03 and 9.06 where an employee is assigned to perform the regular duties of a higher-rated position and actually works sufficient time in such higher-rated position to qualify for an increment or an automatic adjustment he/she shall be granted such increment effective the beginning of the pay period nearest the date on which he/she qualifies for the increment.

In addition to actual time worked, all time that an employee is absent on paid leave, receiving sick pay or IIP hours in accordance with Article 14A (IIP) or Article 14B (Sick Pay) or on paid holidays shall apply towards an employee's aggregate time in qualifying for an increment.

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

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

#### **Recovery of Accidental Overpayment**

9.10 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**

9.11 In the event that an employee's pay has a shortage of three (3) hours pay or more and the employee notifies their 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 the supervisor is notified. It is agreed and understood that the calculation of such hours shall include overtime hours.

### **Article 10 PREMIUM PAY PROVISIONS**

10.01 Each employee shall be paid at the rate of time and one half for hours worked in excess of eight (8) hours per day or eighty (80) hours in a bi-weekly 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 as amended; and
- (ii) up to a maximum of 60 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.

10.02 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 10.02**

Effective January 1, 2009 the shift bonus in accordance with 10.02 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 10.02 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 10.02 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).

10.03 Where an employee demonstrates current and substantial availability reasonably throughout the calendar year for work on shifts where the majority of hours fall on a Saturday and/or Sunday and such employee actually works a minimum of three hundred and eighty-four (384) hours on such shifts, he/she will receive a lump sum payment of two hundred and eighty-eight dollars (\$288.00) in addition to any other shift bonus he/she may have received.

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

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

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

#### **Registered Nurse In-Charge**

10.06(a) Management shall delegate in each Long Term Care Home for the Aged a Registered Nurse to act as "Registered Nurse In-Charge" of the building for those day, evening, night and/or weekend hours when no manager is in the building. For those hours that the Registered Nurse acts as "Registered Nurse In-Charge" he/she shall be paid two dollars and fifty cents (\$2.50) per hour in addition to his/her regular rate of pay and any other shift premium.

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

##### **Registered Nurse In-Charge 10.06(a)**

Effective January 1, 2009 the premium in accordance with 10.06(a) shall be increased by the same amount as wages are increased on January 1, 2009, rounded to the nearest and higher cent (two dollars and fifty-four cents (\$2.54 per hour).

Effective January 1, 2010 the premium in accordance with 10.06(a) shall be increased by the same amount as wages are increased on January 1, 2010 rounded to the nearest and higher cent (two dollars and fifty-nine cents (\$2.59 per hour).

Effective January 1, 2011 the premium in accordance with 10.06(a) shall be increased by the same amount as wages are increased on January 1, 2011, rounded to the nearest and higher cent (two dollars and sixty-five cents (\$2.65 per hour).

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

**Article 11**  
**LUNCH AND REST PERIODS**

- 11.01 Each part-time employee who works a shift of more than four (4) hours duration shall be afforded a meal break of not more than one (1) hour between the third and fifth hour of the shift except in the case of an emergency when such lunch period shall be at the discretion of the immediate supervisor of such employees. It shall be understood and agreed that the City shall be the sole judge of what constitutes an emergency. Where possible, employees should be permitted to leave their work location during such period.
- 11.02 (a) Each part-time employee shall be afforded rest periods of fifteen (15) minutes during each morning and afternoon at such times and places as may be decided by the Head of the Division, and the rest periods for those employees on shift work shall be during the first four (4) hour and the second four (4) hour periods respectively.
- 11.02 (b) Employees 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 (1½), or with mutual agreement, the employee shall have the time added to his/her lieu bank.
- 11.03 When an employee's shift is being changed, a minimum of twelve (12) hours shall be scheduled off as a rest period between the end of the "old" regularly scheduled shift and the commencement of the "new" regularly scheduled shift. If an employee's "new" regularly scheduled shift commences during such rest period, he/she shall be paid at the overtime rate for all hours worked on the first shift.

**Article 12**  
**DESIGNATED HOLIDAYS**

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

Effective February 1, 2010

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

- 12.02 An employee who is not required to work on a designated holiday shall be entitled to payment for the holiday provided,
- (i) he/she works at least eight (8) shifts during the two pay periods immediately preceding the holiday, and
  - (ii) in the event that he/she is scheduled to work in the week before and/or the week after the holiday, he/she does in fact report for work as scheduled on his/her last day before the holiday and his/her first scheduled day after the holiday, unless he/she is absent due to illness, injury or on approved leave. This provision does not apply to call-in work.
- 12.03 Any employee who does not qualify for statutory holiday pay in accordance with clause 12.02 above shall be paid holiday pay in accordance with the Employment Standards Act, 2000, S.O. 2000, as amended, as follows:
- (i) An employee who is not required to work on a designated holiday as defined in clause 12.01 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 12.02, where an employee demonstrates reasonable cause for not attending the shifts before and after the designated holiday as required in clause 12.02, he/she shall qualify for designated holiday pay.
  - (iii) An employee who is required to and actually works the entirety of his/her shift on a designated holiday shall be paid designated holiday pay, plus time and one half (1 ½) for all hours worked on the designated holiday.
  - (iv) Notwithstanding clause 12.04, where an employee demonstrates reasonable cause for not attending work as required in clause 12.04, he/she shall qualify for designated holiday pay.
  - (v) The designated holiday pay referred to in this article shall be calculated in accordance with the Employment Standards Act, 2000, S.O. 2000, as amended, as follows:  
  
Add all of the regular wages and vacation pay payable in the four work weeks before the work week in which the designated holiday occurred and divide this sum by twenty (20).
- 12.04(a) Where such employee works on a designated holiday, he/she shall in addition to the holiday pay outlined above, be paid at the rate of time and one half (1 ½) for all hours worked.
- 12.04(b) Where an employee has agreed to or is scheduled to work on a designated holiday and fails to do so for reasons other than illness, such employee shall forfeit the pay for that designated holiday.
- 12.05 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.

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

Notwithstanding the above, where an employee is unable to take his/her floating holidays within the calendar year in which they were earned because the employee became eligible in December of that year and if the employer is unable to schedule the employee's floating holiday(s) prior to the end of the year due to operational needs, he/she shall have until March 31 of the next year in which to take their floating holiday(s), subject to operational needs.

**Article 13  
VACATION PAY AND VACATION LEAVE**

13.01

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

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

13.03            Each employee who has completed twelve (12) calendar months of employment with the City shall be entitled to two (2) weeks vacation time annually. Vacation pay shall be in accordance with 13.06 below.

13.04            Each employee who has completed 2,080 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 13.06 below.

13.05            Vacation leave/time 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 when determining employee preferences.

13.06            The per cent of gross pay as described in 13.01 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.

- 13.07 Should the employee choose option (c) of clause 13.06 the following will apply:
- (a) During vacation leave the employee will be paid from the vacation pay bank accrued in the previous year at an amount appropriate for the time off. For example, if the employee chooses to take three weeks vacation, the payment from the vacation pay bank will be 1/3 of the bank per week of vacation leave;
  - b) Any vacation pay owing at the end of the year (which had been earned in the previous calendar year) will be paid out and may not be carried over to the next calendar year.
- 13.08 Where the employee chooses option 13.06(a), (b) or (c) the vacation pay shall be divided by the employee's hourly rate and the resultant calculation of hours paid shall be credited to the employee's service and seniority hours accordingly, semi-annually.
- 13.09 If an employee chooses to change options available under 13.06 the employee must inform Payroll, using the appropriate form, no 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.
- 13.10 A designated holiday which falls within a vacation period shall not be considered as a day of vacation.

## **ARTICLE 14A ILLNESS OR INJURY PLAN**

### **Purpose**

14A.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 regularly 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, 1997, S.O.1997, as amended.

### **Enrolment**

14A.02(a) All employees hired on or after July 31, 2009 shall be enrolled in the IIP in accordance with the provisions of this Article.

14A.02(b) All employees hired prior to July 31, 2009 who are in the Sick Pay Plan may elect, on or before November 18, 2009, to transfer to the IIP effective January 1, 2010. Such employees shall elect to either:

- (i) have their sick bank, if any, frozen as at December 31, 2009. Employees who elect this option shall use their capped sick pay credits to offset any shortfalls in their IIP hours in accordance with clause 14A.05; OR
- (ii) receive a Lump Sum Payment in Lieu of a Sick Pay Plan Special Payout.

For the purpose of greater clarity, those employees hired prior to July 31, 2009 may elect to stay in the Sick Pay Plan and be covered by the provisions of Article 14B.

### **Eligibility**

14A.03 An employee shall become eligible to receive IIP hours for absences due to illness or injury commencing the first regularly scheduled shift following the completion of his/her probationary period in accordance with clause 6.01.

### **Definitions**

14A.04 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;
- (c) an "eligible employee" shall mean an employee who meets criteria set out in clause 14A.03 and employees who are transferred to the IIP in accordance with clause 14A.02;
- (d) the "Sick Pay Plan" is the sick pay accumulation plan described in Article 14B.

### **Capped Sick Pay Credits**

14A.05(a) An employee covered under the Sick Pay Plan, and who elected to transfer to the IIP and to freeze his/her sick bank, shall have his/her accumulation of sick credits capped as at December 31, 2009 or upon his/her return to work as provided for in the Memorandum of Agreement – Transition to IIP. Capped sick pay credits shall be used in the following circumstances:

#### Top-Up from 75% to 100% Pay

- (i) In cases where an employee's IIP payment is at seventy-five percent (75%) in accordance with the chart in clause 14A.08(c) below, the employee's capped sick pay credits, if any, shall be used to top-up the difference to one hundred percent (100%) of the employee's hourly rate.

#### Unpaid Illness or Injury Hours

- (ii) Whenever an employee's absence due to illness or injury exceeds his/her IIP hours and he/she has not satisfied the Long-Term Disability waiting period in accordance with clause 15.01, the excess hours of illness or injury shall be regarded as illness or injury leave without pay, except that where an employee has elected to freeze his/her sick bank, such capped sick pay credits, if any, shall be used to provide the employee with income for this period.

### **Pro-ration of IIP Hours upon Completion of Probationary Period**

14A.06 Upon completion of his/her probationary period, the IIP hours that will be provided to an employee will be pro-rated based on the total hours paid during his/her probationary period, and will be available for use on the first regularly scheduled shift immediately following completion of his/her probationary period.

### **Pro-ration of IIP Hours**

14A.07 The annual IIP hours that will be provided to an 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 hours paid 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**

14A.08(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 hours paid 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).

14A.08(b) Employees are only eligible to advance to the next level of coverage based on total hours paid when they are

- (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) 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 hours paid 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.

14A.08(c) (i) IIP hours for 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 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%

14A.08(c) (ii) IIP hours for 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 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**

14A.09 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 14A.10 (c) below.

**Refreshing of IIP Hours - January 1<sup>st</sup>**

14A.10(a) 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) any other leave pursuant to the Collective Agreement not arising due to illness or injury.

14A.10(b) An eligible employee not covered by clause 14A.10(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 refreshed 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.

- 14A.10(c) An employee covered by clauses 14A.10(b) and 14A.12(b) shall continue to retain any remaining IIP hours from the previous year and any capped sick pay credits, if any, until he/she has returned to work for seventy (70) or eighty (80) aggregate hours, as applicable.
- 14A.10(d) In addition to the objectives set out in clause 15.06, the Benefits Monitoring Committee may address the following issues, in special circumstances:
- (i) refreshing an employee's IIP hours prior to the seventy (70) or eighty (80) aggregate hour period referred to in 14A.10(b);
  - (ii) the identification and correction of errors or omissions with respect to an employee's IIP refreshed hours;
  - (iii) the provision of additional IIP hours in circumstances where an employee suffers from more than one unrelated illness or injury or exhausts IIP hours due to Ill Dependant Leave and has no frozen Sick Bank credits and vacation.

#### **IIP Hours Upon Return From Approved Leave**

- 14A.11(a) When an 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.
- 14A.11(b) When an employee is on an approved leave of absence, for any reason, and returns to work at the end of such leave of absence in a later calendar year, such that he/she did not work during the entirety of at least an entire calendar year, he/she shall retain his/her IIP hours existing at the date of the commencement of the leave, until such time as the employee has worked for a period of at least seventy (70) or eighty (80) aggregate hours, as applicable, at which time his/her IIP hours shall be refreshed in accordance with clause 14A.10 above, based on the total hours paid to him/her in the calendar year in which he/she most recently worked.

#### **Recall**

- 14A.12(a) When an 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.
- 14A.12(b) Where an employee is laid off and recalled to work in the following calendar year, he/she shall have his/her IIP hours refreshed in accordance with clauses 14A.07 and 14A.10 above, as of the first day the employee returns to work.
- 14A.12(c) When an employee is not recalled so that he/she did not work during the entirety of a calendar year, if he/she is subsequently recalled to work, his/her IIP hours will be refreshed in accordance with clauses 14A.07 and 14A.10, as applicable, as of the first day the employee returns to work, based on the total hours paid to him/her in the calendar year in which he/she most recently worked.

#### **Long Term Disability**

- 14A.13 Employees who are absent due to illness or injury for more than six (6) continuous months will be eligible to apply for Long Term Disability benefits in accordance with Article 15.01.

### **Use of IIP Hours**

- 14A.14(a) The number of paid IIP hours received by an employee shall be deducted from his/her available IIP hours but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work or for time lost because an employee was unable to respond to a call-in shift.
- 14A.14(b) An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from his/her IIP hours, unless a physician states that the employee is fit for further work on that shift.

### **Serious Incident**

- 14A.15 An 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**

- 14A.16(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. 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.
- 14A.16(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.

### **Reporting Procedures**

- 14A.17(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 his/her 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.
- 14A.17(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 where a staff complement must be maintained, the employee will advise his/her supervisor or designate by 3:00 p.m. the day before that he/she is returning on the following day.

- 14A.17(c) In any instance where an employee not referred to in clause 14A.17(b) above requires an extension of his/her absence, such employee will report as per 14A.17(a) above.

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

- 14A.18(a) An employee who elects to stay in the Sick Pay Plan provided for in Article 14B of this Collective Agreement who subsequently moves to the Full-Time Collective Agreement, upon entering the full-time bargaining unit shall take with him/her his/her full cumulative sick pay credits, and shall thereafter be deemed an employee covered by Article 11B of the Full-Time Collective Agreement with cumulative sick pay credits equal to the cumulative sick pay credits carried over from this Collective Agreement. For the purpose of converting the cumulative sick pay credits, each seven (7) or eight (8) hours, as the case may be, shall be considered equal to one day under the Full-Time Collective Agreement.
- 14A.18(b) An employee who is covered by the IIP plan provided for in Article 14A of this Collective Agreement 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 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.

### **Administration of IIP**

- 14A.19 The IIP will be administered in a manner at least consistent with the practices and provisions applicable to the Sick Pay Plan (Article 14B). For greater certainty, occupational illness or injury shall be administered under Article 29 (Workplace Safety & Insurance Benefits).

### **Use of Vacation Entitlement**

- 14A.20 An employee absent because of illness or injury who has exhausted his/her IIP hours, if any, may use any vacation entitlement owing as IIP hours. In that case, the vacation will be treated as IIP hours and the provisions of this Article will apply.

## **Article 14B SICK PAY PLAN**

- 14B.01 The Sick Pay Plan set out in this Article 14B applies only to employees hired prior to July 31, 2009, who do not elect to transfer to IIP.
- 14B.02(a) Each employee shall receive a sick pay credit of twelve (12) hours for each one hundred and sixty (160) paid hours, such credits to be cumulative as from the beginning of the pay period ending in the first month after the commencement of employment.
- 14B.02(b) Such credits shall be available for use after the employee has completed their probationary period in accordance with clause 6.01.

- 14B.02(c) Except where an award is made under the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended, any employee, upon being qualified for sick pay, shall be eligible to receive sick pay, upon the authorization of the Division Head, at full wage rate for any time lost by reason of illness or injury, other than for time lost because the employee was unable to respond to a call-in, to the full extent of the sick pay credits available to him/her at the time of each absence, provided that the sick pay may not be authorized if the Division Head has reasonable grounds to believe that the absence was not due to illness or injury.
- 14B.02(d) The number of hours for which an eligible employee receives sick pay shall be deducted from his/her cumulative sick pay credit but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work.
- 14B.02(e) When a regularly scheduled employee is admitted to hospital as an in-patient as the result of illness or injury, he/she shall be entitled to claim sick pay on the basis of the number of hours he/she is normally scheduled to work per pay period, based on the average of the preceding eight (8) pay periods, for the duration of his/her absence due to illness or injury. Such claim for sick pay cannot exceed the sick pay credits available to him/her at the time of any absence.

### **Serious Incident**

- 14B.03 An 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**

- 14B.04(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. 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.
- 14B.04(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.

### **Use of Vacation Entitlement**

- 14B.05 An employee absent because of illness or injury who has exhausted his/her sick credits, if any, may use any vacation entitlement owing as sick credits. In that case, the vacation will be treated as sick credits and the provisions of this Article will apply.

### **Reporting Procedure**

- 14B.06(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 call in to report on a daily basis as above.

- 14B.06(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 where a staff complement must be maintained, the employee will advise his/her supervisor or designate by 3:00 p.m. the day before that he/she is returning on the following day.
- 14B.06(c) In any instance where an employee is not referred to in clause (b) above requires an extension of his/her absence, such employee shall report as per (a) above.

### **Article 15**

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

- 15.01(a) The following plans, as described in the full-time agreement, shall be available to part-time employees who have completed one thousand and forty (1,040) paid hours, with the City paying a pro-rata portion of the premiums for those benefits which they choose:
- (i) Extended Health Care Benefits
  - (ii) Dental Benefits
  - (iii) Group Life Insurance in the amount of five thousand dollars (\$5,000) until the first of the month following the employee's seventieth (70<sup>th</sup>) birthday
  - (iv) The employer shall provide, as an option, available to those employees who request it in writing, Group Life Insurance in an amount of twenty thousand dollars (\$20,000); provided that for the employees who elect to take up such option, such Group Life Insurance shall be deemed to include the five thousand dollars (\$5,000) coverage under 15.01(a) (iii) hereof, and for each premium period the cost of the premium shall be on a pro-rated basis as outlined in clause 15.01(c). The City agrees to continue the practice of advising the employee of his/her ability to continue coverage after severance of employment through the benefits carrier at the employee's expense
  - (v) 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 15.01(a)(iv), 15.02(a) and 15.02(b). 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.

#### **Long Term Disability**

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

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

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

15.01(b) (ii) Employees will be eligible for LTD benefits as follows:

- (a) 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 Health and Group Life Benefits outlined in Article 15 or for LTD benefits after their retirement date.
- (b) 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).
- (c) Employees who are actively at work and working at sixty-three (63) years of age or older and become continuously ill for 910/1040 IIP hours 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 910/1040 continuous IIP hours 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 (ie, 910/1040 continuous IIP hours plus eighteen (18) months of LTD) and will not be eligible for Health and Group Life Benefits outlined in Article 15 or for LTD benefits after their retirement date.

- (d) 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 910/1040 continuous hours 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.

- (e) Where an employee over the age of sixty-three (63) goes off on illness and does not have sick pay benefits or IIP hours, 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 910/1040 continuous hours or the period of no pay status.

- (f) 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.
- (g) The two (2) year City funded disability period (i.e., 910/1040 continuous IIP hours and eighteen (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.

15.01(b) (iii) 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:	Increase Received:
December 31, 1998	\$30.00 per month
December 31, 1993	\$60.00 per month

**Expedited Process**

- 15.01(b) (iv) In the event that a difference arises relating to the interpretation, application or administration of said procedure clause 15.01(b)(ii), the following expedited dispute resolution procedure shall be followed:
- A. either party shall have the right to refer the matter to the City's Director of Employee & Labour Relations and to the President of Local 79, or their respective designates, for immediate discussion and speedy resolution;
  - B. 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;
  - C. 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
  - a. 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.

**Premiums**

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

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

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

- (ii) 0-111 hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums;  
112-167 hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums;  
168-223 hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums;  
224-335 hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums;  
336-447 hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums;  
448 or more hours worked during the preceding eight (8) pay periods, one hundred percent (100%) of the premiums.

15.01(d) For the purposes of Article 15 only "hours worked" shall include time off while an employee is in receipt of sick pay or IIP hours in accordance with Article 14A (IIP) or Article 14B (Sick Pay), vacation in accordance with Article 13 or while in receipt of a Workplace Safety and Insurance Benefit in accordance with Article 29.

15.01(e) For the purpose of enrolment in any or all of the plans, there shall be three (3) "open" periods per year, from the first to the fifteenth day inclusive of the months of December, April and August of each year.

15.01(f) Prior to the beginning of each open period, each employee will receive a summary of the hours he/she has worked in the previous eight (8) pay periods and a summary of the amount of both the employer's and the employee's portion for each benefit.



- 15.01(g) If the employee elects to participate, coverage shall commence the first day of the month following enrolment and payroll deductions shall commence on the first pay period ending in that month.
- 15.01(h) The open period for a new employee shall be for the two (2) weeks following the pay period in which the employee completes his/her probationary period, and coverage shall commence on the first day of the month following enrolment.
- 15.01(i) Employees who decline coverage shall not be eligible to participate until the next "open" period.
- 15.01(j) Employees who wish to terminate their participation in any or all of the plans must do so in writing, giving at least thirty (30) days notice.

#### **Optional Group Life**

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

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

- 15.03 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.

#### **Out of Province/Country Coverage**

- 15.04 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.

#### **Change in Marital Status or Dependants**

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

#### **Benefits Monitoring Committee**

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

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

The Committee shall meet at the request of either party.

### **Benefit Plan Book**

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

### **Arrears**

15.08(a) Should the employee have insufficient earnings to cover the required payroll deduction, the employee will be notified that he/she is required to provide post-dated cheques for the monthly premiums remaining in the calendar year, including premiums missed to date.

15.08(b) Should the employee's premiums be in arrears for a second consecutive month, the benefit coverage will be terminated at the end of the second month.

15.08(c) When the employee returns to work he/she must reimburse the City for his/her share of the premium cost in arrears if such arrears are not otherwise cleared. The City shall advise the employee in advance of any schedule of recovery in advance of implementation of recovery of said arrears. The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O. 1990, as amended; unless the parties agree otherwise.

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

### **Change In Benefit Carrier**

15.09 Should there be a change in benefit 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**

15.10 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**

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

**Note:** Benefit improvements under Article 12 as provided for in the full-time Interim awards issued September 24 and November 1, 2002, and the supplementary award issued February 28, 2003, flow through to the Part-Time Long Term Care Homes and Services

Unit as per Article 15 of the Part-Time Long Term Care Homes and Services Collective Agreement.

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

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

**LETTER OF INTENT**  
**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 organisations:
    - Local No. 79
    - Local No. 416
    - the City of Toronto Administrative, Professional and Supervisory Association Incorporated (COTAPSAI); and
    - the Toronto Firefighters' Association:
- (2) the working group be requested to submit its report to the Administration Committee within three months time; and
- (3) in the interim, the existing benefits administration contracts continue."

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

Thank you.

Yours truly,

M. Garrett

**Article 16**  
**SENIORITY**

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

**Loss of Seniority**

- 16.02 An employee shall lose all seniority if:
- (i) he/she voluntarily terminates his/her employment subject to the right to rescind in clause 16.03;
  - (ii) he/she is discharged for reasonable cause;
  - (iii) he/she fails to report for scheduled work within ten (10) working days from the date he/she is recalled to work under the provisions of clause 16.05;
  - (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; or
  - (vi) on six (6) or more occasions in the calendar year he/she, without reasonable cause, fails to report for work when called in, after having agreed to so report; or
  - (vii) he/she is absent on an unauthorized leave from the City in excess of seven scheduled shifts from the commencement of absence or he/she is absent without notice to the City in excess of seven (7) scheduled shifts from the commencement of the absence, without a satisfactory reason.
- 16.03 An employee who resigns shall have the right to rescind his/her resignation, provided that he/she notifies his/her immediate supervisor in writing, with a copy to the Division Head concerned, within seven (7) calendar days of the date on which he/she tendered his/her resignation.
- Upon receipt of such notification by the employees' supervisor, the employee shall be reinstated to his/her former classification and be eligible for hours in the next six week schedule.
- It is understood that such time off shall be without pay, but with seniority and benefits. It is further understood that this provision will have no applicability in those situations in which the employer accepts a resignation from an employee as an alternative to the employer proceeding with termination.

**Lay-off and Recall**

- 16.04 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 layoff(s) to

discuss such layoff(s). If Local 79 is not available to meet during the ten (10) working day period the City may proceed with the layoff(s).

- 16.05 In the event of a staff reduction, employees will be laid off in the reverse order of their seniority within the position classification within the bargaining unit, and if and when work becomes available within twenty-four (24) calendar months from the date of layoff, and provided they possess the necessary qualifications, such persons shall be recalled to work in order of their seniority within the position classification.
- 16.06 It is the responsibility of every laid off employee to notify the City promptly of any change in address.
- 16.07 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.
- 16.08 As soon as possible, the City shall notify employees on their bi-weekly pay stubs of their accumulated hours for seniority purposes.

### **Seniority Lists**

- 16.09 The City shall maintain a seniority list showing each employee's seniority. The City will provide Local 79 with a copy of the list, arranged in descending order of hours across all Homes by classification and arranged in descending order of hours in each Home by classification which will be updated on the first day of the months of April and October.

### **Movement Between Bargaining Units**

- 16.10 An employee covered by the Unit B or the Recreation Workers Part-Time Agreement, who moves to a part-time position covered by this Collective Agreement, shall carry his/her seniority/service as calculated in his/her respective Collective Agreement.

## **LETTER OF INTENT SENIORITY LISTS**

The City will endeavour to acquire and implement a scheduling system by December 30, 2010. As soon as practicable following implementation of the system, the City will provide Local 79 with updated seniority lists, arranged in descending order of hours across all Homes by classification, January, April, July and October of each year.

## **Article 17 JOB POSTINGS**

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

- 17.01 Employees covered by this Agreement shall have access to the job posting procedure as set out in Article 15 of the Full-Time Collective Agreement between Local 79 and the City as appended to this agreement. (Appendix B)
- 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 Long Term Care Homes and Services bargaining unit immediately prior to accepting a position in the Local 79 Full-Time bargaining unit, the employee shall be reverted to his/her former

classification in the Local 79 Part-Time Long Term Care Homes and Services bargaining unit, and shall be credited to him/her the service standing to his/her credit at the time of reversion, including such service earned in the Local 79 Full-Time bargaining unit immediately prior to such reversion. Such service shall be designated as the employee's seniority consistent with the provisions of Article 16 of the Local 79 Part-Time Long Term Care Homes and Services Collective Agreement

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

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

### **Temporary Full-Time Assignments**

- 17.02(a) When a temporary full-time assignment is determined to be available and is expected to be less than twelve (12) months in duration, the temporary full-time assignment shall be posted in the Home involved, and applicants who are regularly scheduled part-time employees working in the same position classification in the Home in which the opening occurs, shall be given first consideration for the temporary full-time assignment on the basis of seniority and suitability for the temporary full-time assignment. If the temporary full-time assignment is expected to be greater than twelve (12) months in duration, then the provisions of the Full-Time agreement shall apply.
- 17.02(b) In the event that the temporary full-time assignment is not filled by an employee working within the Home in which the opening occurs, the temporary full-time assignment shall be posted in all Homes, and next consideration shall be given to applicants who are regularly scheduled part-time employees working in the same position classification in the bargaining unit on the basis of seniority and suitability for the temporary full-time assignment.
- 17.03 When a temporary full-time assignment is filled, the name and seniority of the successful applicant shall be posted in the Home concerned.
- 17.04 For the purposes of calculating seniority for appointments or promotions, seniority shall be calculated pursuant to the same formula as set out in clause 16.01 - one thousand, nine hundred and sixty (1,960) paid hours equals one (1) year except that in an employee's first year of employment with the employer, two thousand and eighty (2,080) paid hours equals one (1) year.
- 17.05 A City employee covered by the part-time Long Term Care Homes and Services Collective Agreement, who is appointed or promoted to a permanent position covered by the full-time Collective Agreement, shall carry with him/her such accrued seniority and service as was calculated, defined and prescribed in clause 17.04.
- 17.06 Employees who are assigned to a temporary full-time assignment shall be assigned their scheduled days off in accordance with existing policies for full-time employees.

### **LETTER OF INTENT**

**SENIORITY PROVISIONS FOR TEMPORARY FULL-TIME ASSIGNMENTS TO THE FULL-TIME BARGAINING UNIT OUTSIDE THE LONG-TERM CARE HOMES & SERVICES DIVISION**

When an employee covered by the LTCH&S Part-time Collective Agreement is appointed or promoted to a temporary assignment under Article 15 of the Full-Time Collective Agreement, 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 reverting back to the LTCH&S Part-Time Collective Agreement.

An employee who elects to remain covered by the Full-Time Collective Agreement will be treated in accordance with Article 35.

A temporary employee who elects to revert to the LTCH&S 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 reverted to his/her former classification in the LTCH&S Part-Time Collective Agreement and be eligible for work as per Article 18, if such work is available. Seniority credit adjustments for the purposes of scheduling shall be effective the next posted schedule following the employee's return to work.

Upon request, the Union shall be advised of an employee's initial assignment to the Full-time Unit and of the employee's election once the full-time temporary assignment has been completed. Such initial notice shall include the employee's name, employee number, classification employee was occupying in this unit and classification employee will be occupying in the full-time unit and the expected duration of the assignment.

**Appointments and Reclassifications**

- 17.07(a) Part-time employees who wish to be considered for a part-time position in a different classification may submit their request in writing to the Division Head.
- 17.07(b) Once an employee submits a re-classification request, it shall remain on file until he/she is re-classified, refuses the reclassification, is denied the reclassification due to qualifications and suitability, or withdraws the re-classification request.
- 17.07(c) Prior to external hiring, when part-time work becomes available within a classification, reclassification requests will be considered on the basis of their qualifications and suitability for the position. If the applicant is not successful, he/she shall be provided with the reasons therefore in writing.
- 17.07(d) All such appointments shall be subject to a thirty (30) shift assessment period. After an employee has worked ten (10) shifts in the new position, a performance review will be conducted between the employee and his/her supervisor.
- 17.07(e) Should the supervisor concerned determine that a reversion to the employee's former position is necessary, the employee shall be notified in writing setting out the reasons for the reversion and such reversion shall be effective the first day of the pay period following receipt of such notice. Notwithstanding anything to the contrary in this agreement, the Employer shall have the exclusive right to effect such a reversion within the thirty (30) shift assessment period.
- 17.07(f) Should an employee wish to revert to his/her former position within the thirty (30) shift assessment period, he/she must advise his/her supervisor in writing of his/her desire to

do so prior to the completion of the assessment period. Such reversion shall be effected the first day of the pay period following the receipt of such request.

### **Part-time Employment Opportunities**

- 17.08(a) 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 Long-term Care Homes & Services part-time bargaining unit, may apply to externally posted part-time positions through the City's external website.
- 17.08(b) 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.
- 17.08(c) 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 18 SCHEDULING**

- 18.01 The City shall make reasonable efforts to post the work schedules for regularly scheduled work at least two (2) weeks in advance.
- 18.02 The City will make reasonable efforts to provide employees with at least forty-eight (48) hours notice of a change in their regularly scheduled work.
- 18.03(a) Once the City has made up its part-time work schedule for any identified work unit within a Home, the regular shift schedules so established shall, among the employees who are assigned to the respective units and who demonstrate current and substantial availability, be distributed by seniority within classifications, unless reasonably, it could be shown that such distribution is not practical. Where it is determined eight (8) hour shifts are available, senior employees shall be given preference in the assignment of available eight (8) hour shifts. This clause is not applicable to call-in work.
- 18.03(b) For those classifications that are 40 hours per week the following shall apply:
- (i) Where practicable and subject to available work and in accordance with the employees' availability, employees in the top (first) twenty-five percent (25%) of the seniority list for the classification on each unit shall be prescheduled at least eight (8) eight (8) hour shifts per pay period in order of seniority.
  - (ii) Where practicable and subject to available work and in accordance with the employees' availability, employees in the second twenty-five percent (25%) of the seniority list for the classification on each unit shall be prescheduled at least six (6) eight (8) hour shifts per pay period in order of seniority.
  - (iii) Where practicable and subject to available work and in accordance with the employees' availability, employees in the third twenty-five percent (25%) of the seniority list for the classification on each unit shall be prescheduled at least four (4) eight (8) hour shifts per pay period in order of seniority.
  - (iv) Where practicable and subject to available work and in accordance with the employees' availability, employees in the fourth twenty-five percent (25%) of the seniority list for the classification on each unit shall be prescheduled at least three (3) eight (8) hour shifts per pay period in order of seniority.



- (v) For those classifications that are thirty-five (35) hours per week:
  - (a) shall read eight (8) seven (7) hours shifts per pay period in order of seniority; and
  - (b) shall read six (6) seven (7) hours shifts per pay period in order of seniority; and
  - (c) shall read four (4) seven (7) hours shifts per pay period in order of seniority; and
  - (d) shall read three (3) seven (7) hours shifts per pay period in order of seniority.
  
- (vi) When a call-in shift becomes available with less than twenty-four (24) hours notice, it will be offered to those part-time employees within the classification within the work unit:
  - (a) Who have demonstrated current and substantial availability;
  - (b) Whose availability form shows that he/she is available for that shift;
  - (c) Provided the employee is suitable and has not indicated to his/her supervisor in writing that they are unable or unwilling to work on a specific unit/assignment; and
  - (d) First to the most senior available part-time employee within the classification on the unit. If this does not result in filling the shift, the Manager/Designate will determine if a delay in the filling of the shift will result in significant negative resident outcome. If yes, the Manager/Designate will contact the employee(s) within the classification on the work unit known to be most likely to fill the shift and the shift will be offered to this employee(s). If no, then the shift will be filled in seniority order within the classification on the work unit.
  
- (vii) When a call-in shift is known to be available with more than twenty-eight (28) hours notice prior to the commencement of that shift, the City will schedule the shift to the most senior available part-time employee within the classification on the work unit whose availability form indicates available to work. The City will then contact the employee. If there is no answer at the primary telephone number provided by the employee, a message will be left for the employee that he/she has been booked for the shift. He/she must call back within four (4) hours of the message being left to confirm acceptance of this shift. If the employee refuses the shift or fails to call back within four (4) hours of the message being left, confirming acceptance of the shift, the City will fill the shift in accordance with 18.03(b)(vi).

18.03(c) The City shall have regard for seniority when selecting employees for specific work units.

18.04 Part-time employees who are regularly scheduled to work on Saturday and/or Sunday shall, upon request, be excused from duty on one (1) weekend in each six (6) week period.

18.05 All part-time employees are required to complete and submit an availability form prior to being assigned pre-scheduled work and/or call-in work. Part-time employees may increase availability at any time by submitting a new availability form. Changes in availability will be taken into account for the preparation of the next six (6) week schedule following receipt of the notice of change.

Employees may decrease availability only during the months of March and September by submitting a new availability form. Changes in availability will be taken into account for the preparation of the next six (6) week schedule following receipt of the notice of change.

### **Temporary Full-Time Assignments**

- 18.06(a) Notwithstanding the provision of clause 1.01 (a), where it is known that a full-time employee will be absent for a period of five (5) full-time shifts or more in the period covered by the currently posted schedule, the resulting work will be offered as a block in order of seniority to the employees in the classification in the unit. Where it is known that a full-time employee will be absent for a period of five (5) shifts or more in the period covered by the currently posted schedule, and that absence will continue into the next posted schedule, the resulting work will be filled as a temporary full-time assignment in accordance with clause 17.02.
- (i) Should it become known that a full-time employee will be absent for a period of five (5) full-time shifts or more in the period covered by the currently posted schedule and will be returning within the first five (5) full-time shifts of the next posted schedule, the work may be offered as a block in order of seniority to the employees in the classification on the unit.
- (ii) Should the absent full-time employee not return within the first five (5) full-time shifts of the subsequent schedule, the resulting work will be filled as a temporary full-time assignment, and the block will be extended until the temporary full-time assignment is filled in accordance with clause 17.02.
- 18.06(b) Notwithstanding the above, employees who are assigned to a temporary full-time assignment shall be assigned their scheduled days off in accordance with existing policies for full-time employees.

### **LETTER OF INTENT LONG SERVICE PART-TIME EMPLOYEES**

1. This will confirm the understanding of the parties with respect to temporary assignments of full-time prescheduled work filled by part-time employees for the purpose of identifying the length of time the temporary assignment has been filled by a part-time employee(s).
2. The Union and the City will conduct a review every two years, commencing January 1<sup>st</sup>, 2010, all existing temporary full-time assignments filled on a continuous basis by one or more part-time employee(s) in the same temporary full-time assignment for a minimum of four thousand one hundred and sixty (4,160) hours. Upon completion of the review, any temporary full-time assignment filled on a continuous basis by one or more part-time employee(s) for longer than two (2) years 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 the qualified employees in the classification in the bargaining unit.
3. It is understood that the job posting provisions of the Agreement will not apply in this situation.

### **LETTER OF INTENT MAXIMIZATION OF HOURS**

The parties agree to meet and discuss the development of language for the maximization of hours for senior part-time staff following the conclusion of the Scheduling and Seniority Study. If the parties are unable to reach agreement the matter shall be referred to Tim Armstrong for mediation.

### **LETTER OF INTENT POSTING OF SCHEDULES**

Upon implementation of an electronic scheduling system the parties agree to meet to discuss the implementation of a process that would allow access to the changes to schedules.

**Article 19**  
**GRIEVANCE PROCEDURE**

- 19.01 The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.
- 19.02 Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 19.03 For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday, inclusive, but exclusive of designated holidays.
- 19.04 A committee of not more than three (3) officers of Local 79 shall be designated by the President of Local 79 and shall constitute a committee hereinafter called the Local 79 Grievance Committee, to deal with a grievance in accordance with this Article.
- 19.05 The City acknowledges the right of Local 79 to appoint or otherwise select shop stewards and officers and, in this regard, Local 79 acknowledges and agrees that Stewards and Officers of Local 79 have regular duties to perform as employees of the City and that such employees will not leave their regular duties to assist employees in respect of matters arising under this Article without obtaining the permission of their 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.
- 19.06 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, such difference or allegation, being hereinafter referred to as "The Dispute" in Step One and thereafter "the Grievance", the following grievance procedure shall apply:
- (i) **Step One – Dispute Resolution**
- It is understood that before the dispute is put in writing, the employee's immediate supervisor will have an opportunity to discuss and address the dispute. Within twenty (20) working days following the circumstances giving rise to a dispute, Local 79, through the Local 79 Steward, shall request a meeting with the grievor's immediate supervisor, who shall arrange a meeting within ten (10) working days of receiving the request. The employee shall be accompanied by a Local 79 Steward or an available Local 79 Representative. Within (3) working days of the date of the Step One – Dispute Resolution meeting, the supervisor will advise the Local 79 Steward and employee in writing whether the dispute was denied, granted or resolved. Any resolutions reached at this step shall be without prejudice or precedent.
- (ii) **Step Two**
- If the dispute is not resolved at Step One, the grievance and redress sought shall be put in writing and signed by the employee. Local 79 shall file the grievance with the 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 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 a grievor to attend his/her Step Three grievance meeting(s).

**Mediation**

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

**Arbitration**

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

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

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

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

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

79 shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.

- 19.11 The decision of the Division Head or the Director of Employee and Labour Relations, or Local 79 in the case of a management grievance pursuant to clause 19.23, 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.
- 19.12 The single arbitrator, or the Arbitration Board, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon Local 79, the City and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 19.13 Each of the parties hereto will bear the expenses of the nominee appointed to represent it and parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.
- 19.14 The Arbitrator or Arbitration Board shall not have any power to add to, subtract from alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.
- 19.15 The City will grant leave of absence to a grievor to attend his/her arbitration hearing(s).
- 19.16 Employee witnesses summoned to attend arbitration hearings by the Union will be granted unpaid leave of absence by the City and their wages and any associated expenses will be paid by the Union.

#### **Policy Grievances**

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

#### **Group Grievances**

- 19.18(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.
- 19.18(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.
- 19.18(c) Local 79 will provide a list of all known grievors covered by the Group Grievance.

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

- 19.19 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**

19.20 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**

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

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

19.22 Where an allegation is made by an employee that Article 7 (No Discrimination or Harassment) or Article 8 (Sexual Harassment) has been violated, a grievance shall be initiated at Step Two within forty (40) working days after such violation is alleged to have occurred.

### **Management Grievances**

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

### **Benefit Grievances**

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

### **Disciplinary Discussions and Notations**

19.25 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 19.05 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.

- 19.26 The City shall forward a copy of any letter of discharge to the Recording Secretary of Local 79 within ten (10) days of the discharge.
- 19.27(a) Where an employee has not received a disciplinary notation for a period of twenty four (24) calendar months, any disciplinary notation(s) recorded on the employee's Corporate Personnel file shall be null and void. If the employee requests the removal of the disciplinary notation(s) after the designated period, the disciplinary notation(s) shall be removed from the Corporate Personnel file.
- 19.27(b) Where the disciplinary notation is removed under 19.27(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.

### **Human Rights and Harassment Policy**

- 19.28 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.

### **Expedited Arbitration**

- 19.29(a) The parties may by mutual agreement, proceed with an expedited arbitration for any grievance filed and processed through the grievance procedure.
- 19.29(b) (i) The grievance shall be placed before one (1) of the following arbitrators:
- |                 |               |
|-----------------|---------------|
| Janice Johnston | Robert Herman |
| David Starkman  | Marilyn Nairn |
| Maureen Saltman |               |
- (ii) Upon mutual agreement, the parties may add or delete names of arbitrators on the list during the term of the Collective Agreement.
- 19.29(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.
- 19.29(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.
- 19.29(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.
- 19.29(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.

### **Stewards**

- 19.30(a) Local 79 will supply the City with a list of all its Stewards and Officers as soon as they are elected/appointed. Thereafter, Local 79 will notify the City of any change in such list. In the

event that a Steward or Officer is permanently transferred by the City from the work area he/she would normally represent, the City will notify Local 79 as soon as practicable.

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

### **Investigations**

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

### **Prescheduled Grievance Meetings**

- 19.32 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 20 LEAVE OF ABSENCE**

### **Bereavement Leave**

- 20.01(a) An employee who is absent from work solely due to the death and/or funeral of his/her father, mother, father-in-law, mother-in-law, 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 him/her (by reason of such absence) at his/her regular rate of pay for five (5) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.
- 20.01(b) An employee who is absent from work solely due to the death and/ or funeral of his/her son-in-law, 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 him/her (by reason of such absence) at his/her regular rate of pay for three (3) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.
- 20.01(c) An employee may be granted leave of absence with pay at the discretion of the Division Head where such leave is requested solely due to the death and/or funeral of persons other than those specified in clauses 20.01(a) and (b) and such request shall not be unreasonably denied.

### **Jury Duty or Witness Service**

- 20.02 Each employee who is called to serve as a juror or, except as provided in clause 19.16, 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;
  - (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 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 and Parental Leave**

- 20.03(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.
- 20.03(b) Pregnancy and/or parental leave for an employee who does not qualify under Part XIV of the Employment Standards Act, 2000, S.O. 2000, as amended shall be granted upon the employee's request, and administered in accordance with the Act.
- 20.03(c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 20.03(a), or is granted in accordance with clause 20.03(b), shall be at the discretion of the Division Head concerned, and shall not involve any expense to the City, but shall result in no loss of seniority.
- 20.03(d) The City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 15 and shall pay its share of the pension contributions under Article 36 for any pregnancy and/or parental leave taken pursuant to clauses 20.03(a) or 20.03(b), unless the employee elects in writing that he/she does not wish benefit coverage.
- 20.03(e) Pregnancy and/or parental leave in accordance with clauses 20.03(a) or 20.03(b) shall not involve any expense to the City, except as provided in clauses 9.02 (Increments), 20.03(d), 20.04 and 20.05.
- 20.04(a) An employee who is eligible for pregnancy leave under clause 20.03(a) or an employee who requests and is granted pregnancy leave under clause 20.03(b), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:
- (i) For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City,
  - (ii) For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of the employee's average hours paid calculated on the basis of hours paid

during the eight (8) pay periods immediately prior to the commencement of her pregnancy leave, and the sum of her weekly Employment Insurance benefits and any other earnings.

- 20.04(b) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their Employment Insurance benefits for the period of unemployment.
- 20.04(c) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.
- 20.05(a) An employee who is eligible for parental leave under clause 20.03(a) or who requests and is granted parental leave under clause 20.03(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:
- (i) For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable).
  - (ii) For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of the leave of absence, and the sum of his/her weekly Employment Insurance benefits and any other earnings.
- 20.05(b) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their Employment Insurance Benefits for the period of unemployment.
- 20.05(c) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.
- 20.06(a) On returning from pregnancy and/or parental leave, the employee's seniority shall be adjusted for each full pay period of absence:
- (i) By forty (40) hours to a maximum of seven hundred and twenty (720) hours; or
  - (ii) By the average hours worked per pay period in the eighteen (18) pay periods preceding the leave of absence to a maximum of eighteen (18) pay periods, whichever is greater.
- The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list, which is posted in accordance with clause 16.09 following the employee's return to work.
- 20.06(b) When a regularly scheduled employee returns from pregnancy and/or parental leave and resumes his/her regular part-time employment, he/she shall receive a payment of thirty dollars (\$30) for each pay period of absence to a maximum of five hundred and forty dollars (\$540). This payment is in lieu of vacation savings pay and is to be paid within two (2) weeks of his/her return to work.
- 20.07 An employee who is granted an extension of parental leave in accordance with clause 20.03(c) shall be responsible for paying in advance by post-dated cheque(s) the full

premiums for the insurance coverage referred to in Article 15 (Health and Group Life Plans), for any benefits the employee so chooses, for any period of such extension. Such employee shall be advised of the cost of the applicable benefits if the employee wishes to continue such benefit coverage. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

### **Citizenship Leave**

20.08 An employee who is required to attend a sitting of the Citizenship Court during his/her hours for the purpose of obtaining his/her Canadian Citizenship shall, on two (2) occasions only, be granted one (1) day's leave of absence at his/her regular rate of pay.

### **Personal Leave**

20.09 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.

### **Ill Dependant**

20.10 Subject to the applicable provisions of Article 14A and clause 14B.02(a) or (b), an employee may utilize not more than forty-eight (48) hours of his/her available IIP hours or accumulated sick credits, as applicable, per calendar year in order to care for ill dependants. Such absence shall be deducted from the employee's available IIP hours or bank of accumulated sick credits on an hour for hour basis and shall not be considered as breaking a month's service.

### **Leave Without Pay Policy**

20.11 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.

### **Employees Seeking Election to Political Office**

20.12 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.

### **Military Service**

20.13 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.

### **Quarantine**

20.14 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 Union Office**

20.15(a) Retroactive to January 1, 2002, an employee who is elected or appointed to a full-time position within Local 79 shall, upon request of Local 79, be granted such leave of absence provided that such leave shall involve no cost to the City except that during the period of leave he/she shall continue to accrue sick credits in his/her sick bank for use

upon the end of such leave in accordance with the provisions of the Collective Agreement.

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

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

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

#### **Leave of Absence to Attend Labour Conventions/Conferences**

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

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

#### **Leave of Absence to Attend to the Business of Local 79**

- 20.17(a) Whenever an employee is on a leave of absence on Local 79 business, such absence shall not affect any benefits to which he/she is entitled other than pay.

- 20.17(b) Whenever an employee is on leave of absence on Union business, the City shall pay the employee's wages and benefits, for all time lost from his/her regular schedule, invoice Local 79 and Local 79 shall, forthwith, remit full reimbursement to the City. This provision does not apply to employees who are elected or appointed to full-time Union positions.

#### **Local 79 Negotiating Committee**

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

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

- 20.19(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

- 20.19(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.
- 20.19(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.
- 20.19(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;
  - (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.
- 20.19(e) The Chief Steward and Unit Officers shall provide, on a bi-weekly basis to the Director, Employee and Labour Relations, a log outlining:
- (i) meetings they attended;
  - (ii) dates and times of the meetings;
  - (iii) purpose of the meetings;
  - (iv) City representatives they met with;
  - (v) time not spent in meetings shall also be recorded in the log and will include information describing how the time was spent; and
  - (vi) absences due to illness, vacation, etc.
- 20.19(f) Information in the log will be used by the City to ensure that accountability for the paid leave can be verified.
- 20.19(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.
- 20.19(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 21**  
**PROTECTIVE EQUIPMENT, PROTECTIVE CLOTHING AND WEARING APPAREL**

- 21.01(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.
- 21.01(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.
- 21.01(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.
- 21.02 Part-time employees in nursing classifications who are not supplied with a uniform shall receive a prorated payment based on a one hundred and fifty dollar (\$150.00) uniform allowance for aggregate hours paid with the City in each twelve (12) month period. Payments shall be made on the first pay period following March 31st of each year.

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

- 21.03 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.
- 21.04 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.
- 21.05 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 19 of the Collective Agreement.

**Article 22**  
**HEALTH AND SAFETY**

- 22.01 It is the responsibility of the City to provide a safe and healthy environment in which to work. Most health hazards and personal injuries in the work place are preventable. The prevention of such incidents requires the continuation of a co-ordinated health and safety program, consistent with the past practice and the applicable safety legislation of the Province of Ontario.
- The objective of the program shall be to implement appropriate preventative and remedial measures in order to reduce or eliminate health hazards and personal injuries in the work place, and to provide safe and healthful working conditions for all employees. This can be accomplished through the continuing promotion of accident prevention and safe working habits by management, employees and joint health and safety committees.
- 22.02 An employee who is pregnant and works with a video display terminal for a majority of her daily hours, shall, provided her physician so recommends, be temporarily re-assigned to other duties without loss of pay or benefits until the commencement of her pregnancy leave.
- 22.03 Where upon written advice by her physician it is determined that a pregnant employee's health and/or pregnancy may be jeopardized if she were to continue to perform the full duties of her regular position, the City shall, where possible, either temporarily modify the duties of her current position in a manner that would allow her to safely perform the work or assign her to such alternative work for which she is qualified, with no loss of pay, provided that such work is available.
- 22.04 Local 79 agrees to participate in the Central Occupational Health and Safety Co-ordinating Committee as set out in Report No. 2 of the Administrative Committee as adopted by the Council of the City of Toronto at its meeting held on July 27, 28, 29, and 30, 1999 and as may be amended by the City from time to time.
- 22.05 Leave of absence, with pay, shall be granted to two (2) full-time Local 79 Health and Safety Representatives whose responsibilities will include the co-ordination of the Health and Safety Committee, hazard analysis and the training of members. The cost of such leave shall be borne by the Employer.

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

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

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



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

All 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**  
**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, 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 C.U.P.E. Local 79 committee members.
- 4(a) When a Health & Safety event arises in a Long Term Care Home for the Aged that Local 79 wishes to address, the request for access to the Long Term Care Home for the Aged will be coordinated through the President of Local 79 or his/her designate and the General Manager of the Long Term Care Homes and Services Division or his/her designate.
- 4(b) The parties jointly agree that any permitted access to a resident home area must at all time comply with the Residents' Bill of Rights and must not constrain the delivery of resident care or service or the effective operation of the resident home area. It is the intent of both parties to conduct themselves in a manner that demonstrates appropriate respect for the residents and their home.

**LETTER OF INTENT**  
**JOINT HEALTH AND 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**  
**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 22.05) 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 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 23**  
**LEGAL EXPENSES**

23.01 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(s) 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).

23.02 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.

23.03 Where an action or other proceeding is brought against an employee or the City, which in the opinion of City Council arises out of acts or omissions done or made by such employees in his/her capacity as an employee of the City, the City may pay any damages or costs awarded against such employee or legal expenses incurred by him/her as may be

determined by City Council of the City as provided for by Section 279 of the Municipal Act 2001, S.O. 2001, as amended.

- 23.04 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 regularly scheduled work as a result of being required to attend court or appear before their professional regulating organization.
- 23.05 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.
- 23.06 The City agrees to produce a standard letter for the use of employees charged with an offense for an act done while performing their duties for the City. This letter will contain the telephone number for the Lawyer Referral Service offered by the Law Society of Upper Canada and will also outline the City's policy on payment of legal fees for the information of employees and legal counsel they may retain. In those cases where an employee is named as a party defendant in a civil action or proceeding, such letter will be provided to the employee upon his/her request.

#### **Article 24 NO STRIKE OR LOCKOUT**

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

#### **Article 25 PLURAL**

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

#### **Article 26 ACQUAINTING NEW EMPLOYEES**

- 26.01(a) New employees shall be advised of the name of the employee's steward and/or Union representative and where practicable provided with an introduction within the first thirty (30) days of employment.
- 26.01(b) The steward or a Local 79 Representative, as the case may be, shall be allowed (15) minutes to meet with the new employee at a time mutually acceptable to the steward or Local 79 Representative, as the case may be and the employee's immediate supervisor.
- 26.01(c) Where the 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 27**  
**EMPLOYEE ACCESS TO CORPORATE PERSONNEL FILE**

- 27.01 Each employee shall have access to and be able to view his/her Corporate Personnel File upon request.
- 27.02 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 28**  
**REQUEST FOR TRANSFER**

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

- 28.01(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.
- 28.01(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.
- 28.01(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.
- 28.01(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**

- 28.02 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.

### **Rebuilding Or Building A Long Term Care Home**

- 28.03 If the City of Toronto rebuilds a Long Term Care Home or builds a new Long Term Care Home that necessitates the movement of residents, full-time staff and part-time staff, the City will meet with Local 79 to review the capital project plans and staff redeployment plan prior to implementation. The staff redeployment plan will include how the multiple criteria of continuity of resident care, recognition of special resident needs and staff seniority will be addressed. The parties will make best efforts to negotiate a mutually acceptable Memorandum of Agreement to guide the redeployment of staff.

### **Article 29**

#### **WORKPLACE SAFETY AND INSURANCE BENEFITS**

- 29.01 For purposes of this Article, full net pay of an employee shall be as determined by the City by deducting from the employee's gross earnings,
- (i) the probable income tax payable by the employee on his/her earnings;
  - (ii) the probable Canada Pension Plan premiums payable by the employee; and
  - (iii) the probable Employment Insurance premiums payable by the employee.
- 29.02(a) An employee who sustains an injury or contagious disease arising out of and in the course of his/her duties is covered by the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.
- 29.02(b) Where an employee sustains a work related injury or a compensable illness and is unable to work as a result thereof, upon approval of his/her claim he/she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Board. In addition, for those employees who have qualified for sick pay/IIP hours in accordance with Article 14B (Sick Pay) or Article 14A (IIP), they shall receive the remainder of their full net pay amount directly from the City, from which the City shall deduct the employee's pension contributions, if any, and the employee's pro-rata portion of his/her benefit premiums, if any, as set out in Article 15 (Health and Group Life Plans) and any other necessary statutory deductions.
- 29.03 Notwithstanding anything herein contained in this Agreement, where an employee is absent due to a compensable injury, such employee shall, upon his/her return to work, receive a seniority credit for such absence. Such seniority credit shall be calculated on the basis of the employee's average number of paid hours per pay period during the eight (8) full pay periods immediately preceding the date of the accident. For the purposes of clarity, a full pay period missed will be credited with the average number of paid hours as calculated above. Where less than a full pay period is missed, seniority shall be credited for days scheduled and not worked.
- 29.04 The foregoing seniority credit shall be reflected and applicable on the next updated seniority list, which is posted in accordance with clause 16.09 following the employee's return to work.

- 29.05 Where an employee is absent due to a compensable injury or illness, the pro-rata portion of his/her benefit premiums that were in effect on the date of the injury in accordance with Article 15 (Extended Health Care/Dental/Group Life and Long Term Disability Insurance) 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.
- 29.06 Where an employee sustains a compensable injury or illness and as a result must leave work before the end of his/her shift, he/she shall receive full pay for the balance of his/her shift on that day.
- 29.07(a) Where the claim is not approved or where an employee receives monies in excess of his/her appropriate net pay amount, such excess shall be treated as an overpayment and the City shall make recovery from the wages of the employee. It is agreed that the affected employee(s) shall provide to the City any recovery consents required by law to give effect to such recoveries.
- 29.07(b) In the event of an overpayment, the City shall advise the employee in advance of the implementation of any schedule or recovery with respect to said overpayment. The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O. 1990, as amended, unless the parties agree otherwise.
- If so requested the City shall meet with the employee so that the employee may provide his/her input regarding an appropriate schedule of recovery. The employee may be accompanied by either his/her Steward or other Local 79 Representative at such meeting should he/she request.
- 29.08 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.
- 29.09 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.
- 29.10 Leave of absence, with pay, shall be granted to two (2) full-time Workers Compensation/Rehabilitation Representatives whose responsibilities will include Worker's Compensation and Rehabilitation. The costs of such leave shall be shared equally by the parties.

### **Article 30 TRANSPORTATION**

- 30.01 Whenever an employee is required and authorized to use his/her automobile on business of the City, the City shall pay to such employee an allowance of fifty-two cents (52¢) per kilometre actually traveled in the course of transacting the business of the City.
- 30.02 Whenever an employee is required to use the public transportation system in the course of his/her duties, such employee shall be provided with public transit tokens/tickets and/or passes for that purpose.

### **Parking for City Business**

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

**LETTER OF INTENT**  
**TRANSPORTATION**

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

**Article 31**  
**MODIFIED WORK PROGRAM**

- 31.01 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 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**  
**CHANGE OF ADDRESS**

- 34.01 Every employee shall notify his/her Home Administrator, by completing the applicable form, of any changes in address, telephone number, or emergency contact, within two (2) weeks of the change.

**Article 35  
DESIGNATES**

- 35.01 Where the terms Division Head, Executive Director, Human Resources, City Solicitor, Deputy City Manager and Chief Financial Officer, Director, Employee and Labour Relations and General Manager, Long Term Care Homes and Services appear in this Collective Agreement, it shall be read to include "or his/her designate".

**Article 36  
PENSIONS AND RETIREMENT**

- 36.01 Each employee who works other than on a continuous full-time basis shall be eligible to join the OMERS pension plan on January 1st following any two (2) consecutive calendar years where, in each year, such employee
- (i) has earned at least 35% of the Year's Maximum Pensionable earnings (YMPE) under the Canada Pension Plan, or
  - (ii) has been paid or deemed to have been paid 700 hours.
- 36.02 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.
- 36.03 For those leaves of absences granted under clause 20.15(a) and 20.15(b), every employee who has elected to participate in the Ontario Municipal Employees Retirement System shall be considered to be in full-time attendance for pension purposes and the pension contributions shall be made notwithstanding such leave, and Local 79 shall remit to the City for both the employer and employee share of such pension contributions during such leave on a quarterly basis as invoiced therefore by the City.
- 36.04 All employees captured under clause 36.01 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 they have the ability to buy back at their cost any prior service with the City, a predecessor of the City or any OMERS participating employer. It will include the necessary forms for the employee to initiate a buy back quote from OMERS. The employee may obtain the buy back quote directly from OMERS or through the assistance of the City.
- 36.05 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 would involve a phase-in period, should the parties decide to implement such a plan.

**Article 37  
LABOUR- MANAGEMENT COMMITTEE**

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

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

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

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

37.02 The parties agree that from time to time the establishment of subcommittees may be necessary. The parties agree to establish subcommittees within thirty (30) days of ratification within the Long Term Care Homes and Services Division 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 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.

### **LETTER OF INTENT ROLE OF THE UNION**

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

### **Article 38 LETTERS OF INTENT**

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

### **Article 39 NOTICE OF CONTRACTING OUT**

39.01 Prior to contracting out any work now performed by employees, the City shall, where practicable, provide eighty (80) calendar days written notice to Local 79 and, where Council approval is being sought, provide said notice prior to the 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) 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 Division information with respect to the proposed contracting out to Local 79.

### **Article 40 EMPLOYMENT EQUITY**

40.01 The City and Local 79 acknowledge that employees should be provided with fair and equitable access to employment opportunities and in this regard the parties agree that they

shall continue to discuss employment equity issues. Priority items shall include, but not be limited to:

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

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

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

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

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

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 Long Term Care Homes and Services Part-Time Bargaining Unit.

41.03 Where an employee is enrolled in a training course approved by the City, the City will endeavour, when arranging shifts as provided for in clause 18.03, to take into account the times the employee is required to attend class.

**Article 42**  
**PRESERVATION OF CITY PROGRAMS**

42.01(a) The Long Term Care Homes and Services Division will invite CUPE Local 79 to meet annually to communicate and discuss classification results, changes in funding and planned budget response.

42.01(b) The Long Term Care Homes and Services Division will commit to considering the potential to convert some budgeted part-time hours to full-time positions, taking into account budget, operational requirements and continuity of care.

When the City identifies such full-time position(s), the position(s) will be posted as permanent position in accordance with Article 15 in the Full-Time Agreement.

**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:

1. The parties are committed to jointly collaborate to provide better value in the public services the City of Toronto provides. In order to carry out the above-noted principles, it is agreed that the City and the Union form a labour Relations Steering Committee composed of:

The Mayor  
The President and members of 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.

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

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

### **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 43 POLICE REFERENCE CHECKS**

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

### **Article 44 LEGISLATIVE CHANGE**

44.01 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 45**  
**ACCESS TO CITY OF TORONTO POLICIES/PROGRAMS**

45.01 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 46**  
**TECHNOLOGICAL CHANGE**

46.01 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.

46.02 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.

46.03 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**  
**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**  
**EXPLORING MEANS OF ENSURING SUFFICIENT STAFF IN SPECIFIC CLASSIFICATIONS**

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

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

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

The parties agree that the results of any pilot project of the "pool" concept of filling call-in shifts developed and implemented under the expressed mandate will be used to guide further discussions regarding the part-time "pool" concept.



**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**  
**SPACE FOR 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**  
**JOINT CITY - LOCAL 79 COMMITTEES**

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

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

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

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

Both Local 79 and the City agree that some employees' existing personal or family arrangements for attending at work may be adversely affected by amalgamation or restructuring. For this reason, the parties agree to establish a special Amalgamation and Restructuring Impact Committee to assist these employees.

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

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

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

**LETTER OF INTENT**  
**DOMESTIC VIOLENCE**

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

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

**LETTER OF INTENT**  
**JOINT COMMITTEES**

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

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

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

**LETTER OF INTENT**  
**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**  
**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.

**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 bargaining unit to another Local 79 bargaining unit.

**MANUAL FOR JOB DESCRIPTION, EVALUATION AND WAGE ADMINISTRATION**

## **Appendix A – Job Evaluation Schedules A, B and C**

### **Appendix “A”**

#### **SCHEDULE “A ”**

Manual for Job Description, Evaluation and Wage Administration of all jobs in the Long Term Care Homes and Services Unit covered by a Collective Agreement between The Corporation of the City of Toronto (hereinafter called “the City”) and the Canadian Union of Public Employees, Local Number 79 (hereinafter called “the Union”).

This Manual (including Schedules “B ” and “C”) constitutes a Gender-Neutral Comparison System (“GNCS”) in accordance with the provisions of *The Pay Equity Act* R.S.O. 1990 as amended.

#### **ARTICLE I     PURPOSE**

1.01     This Manual is established as an aid to the City and the Union in administering the Job Evaluation Programme awarded on October 24, 2006 and to provide an on-going maintenance programme consistent with the original agreement between the parties. It is agreed that this Manual constitutes a GNCS in accordance with the provisions of *The Pay Equity Act*, R.S.O. 1990 as amended.

It is the purpose of this Manual to provide and maintain the basis from which an equitable wage structure was established and to provide a method for maintaining the job descriptions and ratings to meet significant changing conditions.

#### **ARTICLE II     DEFINITIONS**

2.01     The following definitions of terms are to apply to terms used herein and throughout the programme.

- (a)     Collective Agreement – The Collective Agreement currently in effect between the City and the Union covering employees in the “full-time” bargaining unit.
- (b)     Employee or Employees – all persons for whom the Union is the agent for collective bargaining purposes as defined in the Collective Agreement.
- (c)     Incumbent – an employee appointed or promoted to a job (an employee can only be an “incumbent” on one job).
- (d)     Job – a group of duties assigned to and performed by an employee(s).
- (e)     Job Evaluation – the preparation of a description and the determination of the rating for an individual job in relation to other jobs covered by the plan by means of the GNCS attached hereto as Schedule “C”.
- (f)     Job Analysis – the process of determining and recording the tasks and duties which comprise a job and the skill, responsibility, effort and working conditions required in their performance.
- (g)     Job Description – the official record which, when signed by the committee chairpersons, sets forth for a specific job the essential elements of the job.

- (h) Job Rating – the official record which, when signed by the Committee Chairpersons, sets forth for a given job the factor level and point values of the Job’s requirements as to the factors defined in the GNCS attached hereto as Schedule “C”.
- (i) Wage and Salary Schedule – the wage grades and banding levels as set forth in Schedule “B” of the Collective Agreement.
- (j) Factors – the major criteria used to measure all jobs, i.e. Knowledge, Responsibility, Mental Effort, Working Conditions, etc. in the job evaluation Rating Manual as defined and set forth in Schedule “C”.

**ARTICLE III FACTORS OF JOB DESCRIPTION AND RATING**

- 3.01 The job description serves to record the conditions from which the job is rated and, from time to time, to judge significant changes in job content which result from new or changed circumstances.
- 3.02 The description of a job shall be in sufficient detail to serve as the basis from which to identify and rate the job. The rating of a job shall serve only to assign the job into a proper wage grade for application of the Wage and Salary Schedule.
- 3.03 The rating of jobs on the basis of job content involves certain basic determinations with respect to the composite of the Skill, Effort and Responsibility normally required in the performance of the work and the Working Conditions under which it is normally performed. In order to accomplish this objective, these factors have been subdivided under the following categories in order to assess the relative worth of each job:

SKILL

- 1. Job Knowledge
- 2. Human Relations
- 3. Dexterity

JOB RESPONSIBILITY

- 4. Responsibilities
- 5. Judgement

EFFORT

- 6. Mental Effort
- 7. Physical Effort

WORKING CONDITIONS

- 8. Working Conditions

- 3.04 Job Ratings serve to:
  - (a) group jobs having relatively equivalent point values into the same wage and salary pay grade, and
  - (b) provide the basis from which to establish and maintain equitable wage relationships between jobs,
- 3.05 In the application of the aforesaid Rating manual (attached hereto as Schedule “C”), the following rules shall apply:
  - (a) It is the job that is under consideration and not the individuals who work on the job.

- (b) The job description and rating of each job in each factor level shall be relative to, consistent with and in conformance with the job description and ratings of all other jobs in the bargaining unit.

#### **ARTICLE IV CREATING AND MAINTAINING JOB DESCRIPTIONS AND RATINGS**

##### Job Evaluation Representatives

- 4.01 The City and the Union shall designate in writing to each other, their representatives for handling all matters relating to job descriptions and ratings in accordance with the terms of this Manual. It is agreed that there will be three (3) representatives from the City and three (3) representatives from the Union. The Union representatives will receive their regular rate of pay for time spent in carrying out their duties under this Manual during their regular working hours.

##### Stability of Jobs

- 4.02 It is agreed that all job descriptions and ratings which are in effect as of the date of execution of this Manual (which includes all jobs set forth in Schedule "A" to the Collective Agreement) and any and all jobs that may subsequently be agreed upon or determined in accordance with this Manual shall continue in effect unless the job content is significantly changed by the City to the extent that the job will move into another wage grade or the job is deleted by the City.

##### 4.03(A) Creating a New Job

Whenever the City wishes to establish a new job:

- (i) The City will, within ninety (90) consecutive days of the position being occupied by an incumbent, prepare a proposed job description and job rating therefore and provide the Union with a copy of such job description and job rating;
- (ii) Within thirty (30) days of receiving a copy of the proposed job description and rating, the Union shall advise the City as to whether it agrees or disagrees with the City's proposed job description and job rating. Failure by the Union to respond within the thirty (30) day period shall be deemed to constitute agreement to the City's job description and job rating.
- (iii) In the event the Union disagrees with any part of the job description or job rating, it shall (within the thirty (30) day period set forth in section 4.03(A)(ii)) provide the City with written particulars of its objection and the reasons for such objection together with a list of all comparative jobs upon which the Union relies in support of its objection.
- (iv) Upon receipt of written notification from the Union (in accordance with Section 4.03(A)(ii)) that it agrees with the City's proposed job description and job rating (or upon deemed agreement under Section 4.03(A)(ii)), the City shall install the job on such basis, and the job shall be assigned to the appropriate wage grade effective on the date as set out in section 4.04 hereof.
- (v) Upon receipt of written notification from the Union (in accordance with Section 4.03(A)(iii)) that it disagrees with either the job description or the job rating, the parties shall meet within fifteen (15) days thereafter for the purpose of discussing and attempting to resolve the issues in dispute. At least three (3) days prior to such meeting, the City shall provide the Union with a list of all comparative jobs upon which it relies in support of its position. The City may, within fifteen (15) days after such meeting, provide the Union with a revised job description and/or job rating or written notification that it maintains the original job description and/or job rating originally provided to the Union. Failure to provide such notification within the fifteen (15) day period shall be deemed to constitute notification by the City that it maintains its original job description and job rating.

Should the parties agree to a job description and job rating for the job prior to the expiration of fifteen (15) days from delivery of the revised job description and/or job rating or aforesaid notification, then the job shall be installed effective the date of such agreement, and it shall be assigned to the appropriate wage grade in accordance with section 4.04 hereof.

- (vi) Should the parties fail to agree upon the job description and job rating prior to the expiration of fifteen (15) days from delivery of such revised job description and/or job rating or aforesaid notification to the Union, then the City's job description and job rating last submitted to the Union will be deemed to have been installed effective on the 15<sup>th</sup> day, subject to the Union's right to file a job evaluation dispute in accordance with the provisions of Article V hereof.

#### 4.03(B) Maintaining Job Descriptions and Ratings

Whenever the Union believes that the City has significantly changed the job content of an existing job to the extent that the job will move into another wage grade:

- (1) The Union shall submit the facts of the case in writing to the City with a request that a revised job description and rating be prepared in accordance with the provisions of this Manual.
- (2) The City shall respond to the Union's request within thirty (30) days of receipt thereof by either preparing and submitting to the Union a job description and rating in accordance with the provisions of paragraph 4.03(A) hereof or by notifying the Union in writing that the Union's request is not justified. In the event the City prepares and submits to the Union a job description and rating, the provisions of Article 4.03(A) shall apply. In the event the City notifies the Union that the Union's request is not justified or fails to respond within the thirty (30) day time period described herein, the Union may within twenty (20) days of receipt of a negative response or within twenty (20) days following the last date for the City to respond, initiate the dispute resolution procedure set forth in Article V by providing the City with written notification that it requires the dispute to be referred to the dispute resolution process set forth in Article V. In the event that the Union fails to initiate the dispute resolution process within the time limits set out herein, the Union shall be deemed to have agreed that no changes are required to the existing job description and rating.

4.04 In the event that the parties have agreed (or are deemed to have agreed) on the job description and the job rating in accordance with this Article IV and without resort to the Dispute Resolution procedure provided for in Article V, the job shall be assigned to the appropriate wage grade in accordance with Article VI, and the assignment shall become effective from the date of such agreement (or deemed agreement).

### **ARTICLE V**    **DISPUTE RESOLUTION**

5.01 Should the committees fail to agree on the job description and/or job rating in accordance with Article IV hereof, then the Union may notify the City in writing within, but not after, fifteen(15) days from the date of installation as specified in Section 4.03(A)(vi) or the date of delivery of the negative decision by the City or the last date for the City to respond as set forth in Section 4.03(B)(2) that it requires the dispute to be referred to the dispute resolution process hereinafter set forth:

#### (A) Mediation

- (1) The City and the Union shall agree on a roster of three (3) job evaluation mediators who will be selected to mediate any job description and/or job rating



disputes between the parties in rotation. The mediator so selected shall, upon receipt of written notification from either party requesting mediation, schedule a mediation date within seventy-five (75) days of receipt of such notification for the purpose of meeting with the parties in an attempt to resolve any outstanding dispute between them relative to the job description and/or job rating.

The mediator shall be selected by rotation in the order they appear on the Roster provided that in the event any mediator cannot schedule such mediation date within the required time limit or a mediator is no longer available to mediate, such mediator shall be by-passed in favour of the next mediator on the list of roster of mediators until one is selected who is available within the required time limits. Nothing herein shall preclude the parties from agreeing (in writing) to alter the order of selection of a mediator as set forth above.

- (2) Except with the written agreement of the parties, no mediation session for any single dispute shall exceed one regular work day and every effort will be made to schedule sufficient disputes before the mediator so as to ensure a full working day of mediation occurs.
- (3) Each party shall provide the mediator and the other party with a copy of their proposed Job Description and Rating for the job at least ten (10) days prior to the day scheduled for the mediation session.
- (4) Should the parties reach agreement on the job description and the job rating as a result of the mediation process, the terms of such agreement will be recorded in writing, and the job will be considered to have been finally installed on the basis of such agreement effective on the date of such agreement.
- (5) In such event, the job shall be re-assigned to the appropriate wage grade in accordance with Article VI, and the assignment shall become effective from the date such agreement was made at mediation.
- (6) In the event the parties are unable to reach an agreement on the Job Description and Rating in mediation, the mediator shall, within five (5) days of completion of mediation, provide to the parties a recommendation for disposition of any job description and job rating dispute then remaining outstanding together with a statement of the parties' last positions advanced at the end of mediation relative to the appropriate job description and factor levels to be assigned for each factor in dispute. The recommendation shall set forth a job description and the factor level recommended for each factor in dispute and may adopt the City's position or the Union's position or a position proposed by neither the City nor the Union for the job description and each factor in dispute. Within five (5) days of receipt of the mediator's recommendation, the parties shall notify each other in writing of acceptance or rejection of the mediator's recommendation. A failure to notify within the aforesaid time limits shall be deemed to constitute a rejection of the recommendation. Where the Union and the City each accept the recommendation, the job shall be deemed to have been installed on the day of the mediator's recommendation and the job shall be re-assigned to the appropriate Wage Grade in accordance with Article 6, with such assignment becoming effective from the aforesaid date of installation.
- (7) The mediator shall issue a written certification to the parties that mediation has been held and completed and specifying the date agreement on all outstanding issues was reached at mediation, if such is the case.
- (8) The cost of the mediator shall be shared equally by the parties.

(B) Arbitration

In the event that the parties cannot agree on the job description and job rating as a result of the mediation process specified in paragraph 5.01(A) hereof, then either party may refer any outstanding dispute relative to the job description and/or job rating to final and binding arbitration in accordance with the procedures set forth in the Collective Agreement. No matter may be submitted to arbitration until the mediation process has been completed as certified in writing by the mediator. Any referral to arbitration must include the proposed Job Description and Rating sought by the referring party.

5.02 In all disputes referred to arbitration under Article 5.01(B), the job description dispute shall be heard and determined prior to the job rating dispute being considered by the arbitrator.

5.03 Upon determination of the dispute by the arbitrator, the job shall be assigned to the appropriate wage grade in accordance with Article VI, and the assignment shall, subject to Article 5.04, become effective from the date of release of the arbitrator's award finalizing the job rating dispute.

5.04 Notwithstanding Article 5.03, in the event the Union has accepted a mediator's recommendation as provided in Article 5.01(A)(6), upon determination of the job description and job rating disputes by the arbitrator, if the arbitrator awards a job description and all factor levels (which were in dispute) in accordance with the mediator's recommendation, then the job shall be assigned to the appropriate Wage Grade in accordance with Article VI, and the assignment shall be deemed to be effective on the day of the mediator's recommendation. Any job description or job rating issues which are agreed to by the parties prior to the arbitrator's award shall not be considered to form part of the mediator's recommendation for the purposes of this Article 5.04.

The mediator's recommendation shall not be disclosed to the arbitrator until following receipt of the arbitrator's award determining the dispute and then only in the event of a dispute concerning the effective date of the Wage Grade assignment arising out of the arbitrator's determination.

5.05 In the event of a dispute resulting in arbitration, all job evaluation documentation shall be available for presentation as evidence at the arbitration hearing.

5.06 Except as otherwise specifically provided in this Manual, any reference to the word "day(s)" shall mean a calendar day(s). It is the intention of the parties that the time limits herein shall be mandatory. Nothing herein shall preclude the parties from agreeing (in writing) to extend any of the time limits set forth in this Manual.

**ARTICLE VI    WAGE GRADES**

6.01 The job descriptions and ratings, determined in accordance with the foregoing articles of the Manual and Rating Manual apply to assign each job to its appropriate wage grade according to the following point ranges and wage bands.

**Appendix "A"**

**Schedule "B"**

Wage Band	Point Minimum	Point Maximum
1	0	159
2	160	204
3	205	249
4	250	294
5	295	339
6	340	384
7	385	429
8	430	474
9	475	519
10	520	564
11	565	609
12	610	654
13	655	699
14	700	744
15	745	789
16	790	834
17	835	879
18	880	924
19	925	969
20	970	1000

Appendix "A"

**SCHEDULE "C"**

City/CUPE Local 79

Gender Neutral Comparison System

Table of Contents

	<b>Page</b>
Job Knowledge.....	
Judgement .....	
Human Relations.....	
Responsibilities .....	
Mental Effort.....	
Dexterity .....	
Physical Effort .....	
Working Conditions.....	

## **JOB KNOWLEDGE**

This factor measures the typical level of knowledge and skill required in the job. The general and specific knowledge necessary for the job is commonly acquired through some combination of schooling, special courses, on-the-job training and experience. It takes into consideration both the breadth and depth of know-how, however acquired, that are required for the job.

### **Levels**

1. Work requires an understanding of simple written and verbal instructions to perform basic job duties.  
Equivalent: Job duties learned on-the job in less than 6 months.
2. Work requires an understanding of written and verbal instructions in performing a variety of routine tasks.  
Equivalent: Partial Secondary School and 6 months experience to learn job duties.
3. Work requires an understanding of written and verbal instructions of a basic vocational and clerical nature in performing a variety of straightforward tasks.  
Equivalent: Partial Secondary School and 1 year's experience to learn job procedures.
4. Work requires an understanding and application of general vocational/clerical knowledge and skills in performing a variety of complex tasks.  
Equivalent: Secondary School Diploma and up to 1 year's experience or equivalent combination of education/ training/ experience.
5. Work requires an understanding and application of specialized vocational knowledge and skills in performing detailed procedures and practices in a special field of work.  
Equivalent: Secondary School Diploma plus a 1-year specialized course and up to 1 year's experience or equivalent combination of education/training/experience.
6. Work requires an understanding and application of concepts, principles and methods of a particular field of work.  
Equivalent: Secondary School Diploma plus 2-year specialized course and up to 1 year's experience or equivalent combination of education/training/experience.
7. Work requires thorough understanding and application of concepts, principles and methods of a complex field of work.  
Equivalent: Secondary School Diploma plus a 3-year specialized course and up to 1 year's experience or equivalent combination of education /training/experience.
8. Work requires thorough knowledge and understanding of general concepts, principles and methods of a highly complex field of work and their application.  
Equivalent: Bachelor's Degree (Honours) and up to 1 year's experience or equivalent combination of education /training/ experience.
9. Work requires extensive knowledge and understanding of specialized concepts, principles and methods of one or more highly complex fields of work and their application. Equivalent: Bachelor's Degree (Honours) and up to 2 year's experience or equivalent combination of education/training/experience.
10. Work requires broad-based knowledge, thorough understanding and application of specialized concepts, principles and methods of one or more highly complex fields of work.

Equivalent: Master's Degree and at least 1 year's experience or equivalent combination of education/training/experience.

11. Work requires comprehensive knowledge, thorough understanding and application of specialized concepts, principles and methods of one or more highly complex fields of work.

Equivalent: Master's Degree and at least 3 year's experience or equivalent combination of education/training/experience.

## **JUDGEMENT**

This factor measures the degree of difficulty in the exercise of judgement in the problem solving and decision-making inherent in the job.

Solution of work problems must be considered within the scope of the job duties.

### **Levels**

1. Limited judgement required. Work assignments involve little or no variety and are repetitive.
2. Judgement is required in the application of established instructions. Work is clearly prescribed and may involve different but related activities.
3. Judgement is required to determine course of action within limits of established procedures and practices. Work is standardized.
4. Judgement is required to determine course of action from available alternatives. Work is diversified, involving interpretation of data or situations to define problems.
5. Judgement is required to develop alternatives and modifications to established processes/programs. Work involves investigation, analysis and a high level of resourcefulness to resolve complex problems.
6. Critical judgement and initiative is required to develop new processes, methods, program recommendations and solutions to highly complex problems.

## **HUMAN RELATIONS**

This factor measures the skills required to interact effectively and resolve problems with other staff and with members of the general public or other organizations. Consideration should be given to the nature and purpose of such contacts and the extent to which courtesy, tact, persuasiveness, communication and negotiating skills are required.

### **Levels**

1. Contacts require courtesy to exchange routine information.
2. Contacts require basic communication skills to provide and explain factual information in response to inquiries and complaints.
3. Contacts require tact, human relations and communications skills to elicit, clarify and interpret information, to convince others of the appropriateness of a position.

4. Contacts require human relations and communications skills to resolve problems of a difficult nature using techniques of persuasion and negotiation.
5. Contacts require human relations, communications, negotiation and/or counselling skills to persuade/motivate persons and/or groups to obtain cooperation/gain agreement.
6. Contacts require critical human relations, communications, negotiation and/or counselling skills to persuade/motivate persons and/or groups to obtain cooperation/gain agreement in complex or sensitive matters or where conflicting interests exist.

## **RESPONSIBILITIES**

This factor measures the responsibility inherent in the job and the achievement of the objectives of the job and the degree to which the job is accountable. Consideration must be given for the results to be achieved, the degree of independent control over the work and the checks and balances in place.

Consider the financial effects, safety and well being of others, the importance and impact to the organization and the public, and direction of others.

### **Levels**

1. Results are limited within the unit and with limited impact. Work is subject to regular checks and close direction by others. Work of others is usually not related to or dependent on this job.
2. Results have some impact in the section or functions' productivity and beyond immediate work area. Work is controlled through routine checks or direction by others.
3. Results have limited impact to the section, function or public. Work can be related to other jobs and methods are monitored for accuracy, adequacy or adherence to established procedures.
4. Results have impact beyond the section or public and moderate impact on services could occur. Work is performed and reviewed for conformity with general standards and accepted practices but not subject to detailed reviews.
5. Results have impact on the Division and/or service to the public. Work is performed in conformity with Divisional operating policies, program goals and established procedures and practices.
6. Results have considerable effect on the Divisional or Departmental programs, services or operating policies and/or to the public at large. Work assignments are performed following general procedures and practices. Results are reviewed in accordance with general operating policies.
7. Results have serious effect on departmental programs, services or operating policies and the public at large. Results are reviewed for consistency with overall Departmental or Corporate operating policies.
8. Results have long term implications on corporate programs, services or operating policies and the public at large and are not easily reversed.

## **MENTAL EFFORT**

This factor measures the level of average mental exertion and strain associated with the performance of the job.

Consideration is given to the need to shift attention from task to task, interruptions and distractions, the attention and concentration required and the pressure under which the job is performed.

### **Levels**

1. Light mental effort:  
Work may be somewhat repetitious so that there is an occasional need to concentrate, and/or the job is sometimes under pressure.
2. Moderate mental effort:  
Performs work where there is some variety in tasks but changes are infrequent. There is an intermittent need to concentrate and/or character of work causes a moderate amount of pressure.
3. Considerable mental effort:  
Performs work where frequent changes in tasks occur. There is a frequent need to concentrate and/or character of work causes frequent pressure.
4. Heavy mental effort:  
Performs work requiring close concentration most of the time and/or character of work causes considerable pressure.
5. Very heavy mental effort:  
Performs work requiring a constant need to deal with emergency situations.

### **DEXTERITY**

This factor measures the level of dexterity required by the job. Dexterity is the ability to move the fingers, hands, arms, feet or legs nimbly and accurately, to judge accurately through the sense of touch and the sense of hearing, or to accurately control eye/hand or eye/foot coordination.

### **Levels**

1. Skill required in the coordination of movements.
2. Skill required in the coordination of coarse or fine movements where speed is a consideration.
3. Skill required in the accurate coordination of fine movements where speed is a major consideration.
4. Skill required in the coordination of precise movements where accuracy is a major consideration.

### **PHYSICAL EFFORT**

This factor measures the average physical exertion and strain in the job, required to accomplish the assigned work in the performance of a day's work. Consideration must be given to the degree of physical effort, the continuity or frequency of the effort and the employee's working posture and devices available.

### **Levels**

1. Light activity of frequent duration.



- OR  
Moderate activity of occasional duration.
- 2. Light activity of almost constant duration.  
OR  
Moderate activity of frequent duration.  
OR  
Heavy activity of occasional duration.
- 3. Moderate activity of almost constant duration.  
OR  
Heavy activity of frequent duration.
- 4. Heavy activity of almost constant duration.  
OR  
Very heavy activity of frequent duration.

### **WORKING CONDITIONS**

This factor measures the frequency and intensity of exposure to disagreeable conditions under which the work is performed.

It does not consider "situational" characteristics, which are not a function of job responsibilities. (e.g. all employees who work in an old building are exposed to drafts, poor air conditions, etc.)

Consideration must be given to surroundings, environmental conditions, hazards and materials that are inherent in the job, beyond the employee's control and the impact these conditions have on the employee's well being, health or personal safety.

#### **Levels**

- 1. General office conditions and/or occasional exposure to disagreeable conditions
- 2. Frequent exposure to disagreeable conditions.
- 3. Constant exposure to major disagreeable conditions.

### Factor Points and Weightings

Level	Job Knowledge	Judgement	Human Relations	Responsibility	Mental Effort	Dexterity	Physical Effort	Working Conditions
1	26	25	25	30	10	13	13	10
2	49	50	50	60	20	26	26	30
3	72	75	75	90	30	39	39	50
4	95	100	100	120	40	52	52	
5	118	125	125	150	50			
6	141	150	150	180				
7	164			210				
8	187			240				
9	210							
10	233							
11	256							

<b>Skill</b>		
Job Knowledge	256	
Human Relations	150	
Dexterity	52	
<b>Total</b>	<b>458</b>	46%
<b>Effort</b>		
Physical Effort	52	
Mental Effort	50	
<b>Total</b>	<b>102</b>	10%
<b>Responsibility</b>		
Responsibility	240	
Judgement	150	
<b>Total</b>	<b>390</b>	39%
<b>Working Conditions</b>	50	5%
		100%

Entered into this 27th day of July, 2009 on behalf of

**THE NEGOTIATING COMMITTEE  
OF THE CITY**

Jim Vair (signed)

Catherine Bossuyt (signed)

Caroline Riley (signed)

**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)

Beverley Pike (signed)

Leana Maharaj (signed)

Sonia Moodie (signed)

Derek Lue (signed)  
Assigned CUPE Representative

## **Appendix B**

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

The following article from the Local 79 Full-Time Collective Agreement applies only to Job Postings 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.

## APPENDIX C

Appended are relevant provisions of the Protective Equipment, Protective Clothing and Wearing Apparel Policy. For the most up to date or complete version of this policy please log on to the City of Toronto's intranet website. Note that the appended document on the City's website may not be exhaustive of employee's entitlements. It is appended hereto for information purposes only.

Human Resources Policies  
Local 79 Protective Equipment, Protective  
Clothing and Wearing Apparel

Category: **Protective Clothing and Wearing Apparel**  
Sub-Category: **General**



### Policy Statement

This policy, jointly developed by Local 79 and the City of Toronto through the Protective Clothing, Equipment and Wearing Apparel Committee, applies to the use, provision, acquisition, maintenance and replacement of personal protective equipment (PPE), protective work clothing and other wearing apparel for Local 79 employees. The policy applies to all City divisions with Local 79 employees.

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

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

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

### Section 1

## Personal Protective Equipment and Protective Clothing

### Definitions

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

protection and fall protection.

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

### **Conditions**

- Personal protective equipment will be utilized when hazards cannot feasibly be controlled or eliminated by other means.
- Personal protective equipment will be properly fitted to the user and instruction on the use, care, maintenance and limitations of the PPE will be provided.
- Defective or damaged PPE should be reported to the supervisor and shall not be used.
- PPE and protective clothing that has been worn next to the skin by employees shall be cleaned and disinfected before it is re-issued to other employees.
- Before any PPE is used by employees, employees will be made aware of the reasons for using the PPE and how to properly use and maintain it
- Replacement of PPE and protective clothing will be conducted on an "as required" basis, based on its condition, expiry and/or manufacturers' instructions.
- PPE and protective clothing will be in conformance with legislated requirements and the most recent version of the applicable industry standards, e.g. CSA, ANSI.
- It is understood that protective devices of a non-personal nature or for intermittent use are needed for the performance of certain tasks (e.g. gas monitors, floatation devices, hard-hats, coveralls, aprons, rubber boots). Such equipment can be shared, provided that it is readily available for use, when required, and employees are adequately trained in its use and limitations. Shared-use items worn next to the skin shall be cleaned and disinfected before they are used by other employees.
- For full-time employees who regularly require PPE or protective clothing in the performance of their work, such equipment and/or clothing will be personal issue rather than shared use.
- Seasonal employees will be provided with PPE and protective clothing, as required by the nature of the work to be performed and appropriate to the season(s) and/or weather conditions to be worked.

### **Responsibilities**

Divisions will:

- in consultation with joint health and safety committees, introduce, to the extent feasible, engineering and/or administrative hazard control measures to minimize the need for PPE and/or protective clothing. Such control measures may include:
  - eliminating the hazard from the workplace
  - substituting or replacing a hazard or hazardous work practice with a less hazardous one

- isolating/separating the hazard or hazardous work practice from workers, or
  - modifying tools or equipment, providing guarding, barriers or ventilation
- in consultation with joint health and safety committees, determine the need for PPE and protective clothing based on job hazards, and provide such equipment and/or clothing to employees
- ensure consistent practices are applied across their own division
- when purchasing protective clothing, consider all hazards of the job, including traffic, electricity, cold, heat, fire, biological hazards, UV radiation and the West Nile Virus. If conflicts arise between design criteria to address multiple hazards, select on the basis of the most significant hazard
- ensure that written procedures are in place to administer the selection, use and maintenance of PPE and protective clothing.
- train employees in the requirements for and proper use, care, and maintenance of PPE.
- maintain a record of the PPE issued to employees and the training of those employees in the use of that PPE
- establish an inspection program for PPE when required by legislation and/or industry standards
- whenever possible, co-ordinate purchases of PPE and protective clothing through Purchasing and Materials Management Division, to facilitate consistency in PPE selection across divisions and cost-effective provision of needed PPE to employees
- not permit alterations of PPE without permission from the manufacturer (e.g. paint or stickers on hard hats).

*Purchasing and Materials Management Division will:*

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

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

- use and/or wear this PPE and/or protective clothing at all times when required for their protection
- care for and maintain PPE and/or protective clothing as advised by their divisions
- report lost or defective PPE and/or protective clothing to their supervisors
- not alter PPE or protective clothing in a manner that affects its integrity

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

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

## Section 2

### **Wearing Apparel**

#### **Definition**

Wearing apparel will take one of two forms:

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

#### **Conditions**

- Divisions will provide wearing apparel, as outlined below. In cases where wearing apparel is "Uniform", it is identified as such. It is understood by the parties that wearing apparel entitlements are independent of the provision of any protective clothing or equipment required to protect workers from job hazards.
- In some cases, the word "initially" is used. Initial entitlement means the first time the employee receives this apparel, either as a new employee or as an existing employee who has not previously had this entitlement. Subsequent replacement of wearing apparel items will be conducted as specified below in divisional entitlement.
- Initial entitlement will be pro-rated to recognize items already issued in the one-year period immediately preceding the date of issue.
- Issued wearing apparel classified as "uniform" must be worn by the employee while at work.
- Wearing apparel intended to protect the employee's own clothing from abnormal wear and tear will be provided by the City to those employees who choose to wear it while at work.
- Wearing apparel, with the exception of sizing modifications, must not be altered and must be kept reasonably clean and neat in appearance.
- All jackets and parkas will be replaced as required or after three years, unless such item of clothing remains in serviceable condition. All other articles of wearing apparel will be replaced as required, except where an annual entitlement is provided.
- Based on language agreed for each job classification in each Division in the wearing apparel section of this document, seasonal

employees will be provided with wearing apparel, as required by the nature of the work to be performed and appropriate to the season(s) and/or weather conditions to be worked.

- **This policy comes into effect April 1, 2005.**

### **Specific Divisional Entitlement to Wearing Apparel**

#### **Homes for the Aged: Food Services Workers and Cooks**

- Hairnets UNIFORM
- Cotton gloves for inside pot-washing gloves
- Cloth aprons provided, as required
- 4 pants initially, 2 annually for full time staff (2 initially and 2 annually for part-time staff) UNIFORM
- 5 shirts initially, 3 annually (2 initially, 2 annually for part-time staff) UNIFORM\*
- For full time cooks only, 1 chef's jacket as an option instead of a shirt.  
\*On any given day, the full time cooks will have the option of wearing either an issued shirt or a chef's jacket, if selected, as their uniform top.
- Individual-issue parkas will be provided to those workers who are required to work out of doors or enter freezers

#### **Homes for the Aged: Cleaners, Heavy Duty/ Support Services Employees**

- 5 shirts initially, 3 annually (2 initially, 2 annually for part-time staff) UNIFORM
- 4 pants initially, 2 annually for full-time staff ( 2 initially and 2 annually for part-time staff)
- One pair of shorts may be substituted for one pair of pants at the employee's choice
- Safety shoes for indoor use UNIFORM
- Open-back gowns to be made available for use when moving bags of soiled laundry.
- An individual-issue parka will be provided to the single SSW on each weekday and weekend shift in each home who is designated to perform all outside work required. In addition, a freshly-laundered parka shall be made available for each shift in each home to be used when the individual assigned to outdoor work is not available and has to be replaced.

#### **Homes for the Aged: Nursing Employees (RNs, RPNs, PCAs and Resident Aides)**

- Where the environmental design has not built in protection between the resident and the employee, waterproof aprons provided for shower use.
- Non-slip booties will be available in residents' shower rooms to wear over shoes, if desired
- A \$150.00 annual clothing allowance will be provided to full-time Nursing employees. For any part-time Nursing employees, the

\$150.00 annual clothing allowance will be pro-rated based on regular hours worked in a year.

- Open back gowns shall be made available to nursing and personal care staff in order to maintain the integrity of universal precautions when performing personal hygiene for the individual resident.

#### **Homes for the Aged: Laundry Service Workers**

- Waterproof aprons and open-back gowns to be made available in the laundry area for use when handling soiled laundry.
- Coloured aprons or coloured smocks to be made available for clean laundry delivery to resident areas.

### **Section 3**

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

The committee will monitor the practices and procedures outlined in this policy and will meet as required. The Committee will jointly address any inconsistencies and issues/concerns raised through the implementation of the policy.

**Approved by**

Canadian Union of Public Employees, Local 79

**Date Approved**

August 29, 2006





**LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT**

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

**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 3  
Recognition**

**Process For The Placement Of Employees And/Or Positions 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:
  - (a) 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/forty (35/40) 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 pregnancy/parental leave shall not break the twelve (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)

**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.

**Article 9  
WAGE 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 14A  
ILLNESS OR INJURY PLAN**

**Transition to IIP**

**Election to Illness or Injury Plan**

Within sixty (60) days of July 31, 2009 the City and Local 79 shall meet to discuss the format of a hard copy communication to employees eligible to transfer to the IIP. Such communication shall include a

reference to the employees' current sick bank, if any, a copy of the IIP plan (Article 14A), the due date for election to IIP and return address information.

No later than October 18, 2009, the City shall inform all employees eligible to transfer to IIP of the requirement to elect, on or before November 18, 2009, to either transfer to the new IIP plan in accordance with clause 14A.02(b) or to remain in the current Sick Pay Plan in accordance with clause 14A.01 (Article 14B). The information will be provided to employees in hard copy and mailed to their home address. Employees shall have until November 18, 2009 to respond in writing. Any employee who has not responded shall be deemed to have elected to remain in the current Sick Pay Plan.

#### Transition to IIP Effective January 1, 2010

Employees electing to transfer to the IIP in accordance with clause 14A.02 will receive his/her IIP days on his/her first shift on or after January 1, 2010 if he/she is:

- (1) actually at work, or
- (2) on a pre-approved vacation, or
- (3) on approved Leave of Absence, not arising due to illness or injury (which will include suspensions with or without pay of ten (10) working days or less), or
- (4) any other leave pursuant to the Collective Agreement not arising due to illness or injury.

#### Deferred Transition Date

An employee who elected to transfer to the IIP, or who is transferred to the IIP in accordance with clause 14.A02(b) who is absent from work because of illness or injury and who would otherwise be entitled to sick pay under either the pre-existing Sick Pay Plan shall continue to be covered by the pre-existing Sick Pay Plan until the employee returns to work for a period of at least seventy (70) or eighty (80) aggregate hours, as applicable, after which the employee shall be enrolled in the IIP and eligible to use his/her IIP hours.

#### **Lump Sum Payment in Lieu of Special Payment**

1. Employees covered by the Local 79 Long Term Care Homes & Services Collective Agreement, who are not entitled to a Special Payout/Payment in the Local 79 Full-Time Collective Agreement, who elect to transfer to the Illness or Injury Plan and to receive a Lump Sum Payment in lieu of a Special Payout 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.

### **Article 15**

#### **Extended Health Care/Dental/Group Life and Long Term Disability Insurance**

#### **Administrative Practices**

Local 79 and the City acknowledge that the following administrative practice as set out in the following letter is agreed to and shall be included in the benefit plan book.

November 29, 2000

Ms. Ann Dubas  
President  
CUPE Local 79

**Re: Private Duty Nursing Coverage**

Dear Ms. Dubas:

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

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

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

Yours truly,

Celine Chiovitti  
Manager  
Benefits and Employee Services

**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.

**Dispensing Fee/Vacation Entitlement for employees with over 30 years of service**

The parties agree that within six (6) months of July 31, 2009 the Benefits Monitoring Committee will meet to discuss:

- The development of a joint communication plan and strategy to educate employees on the design, utilization and cost of the benefits plan, with the objective of making employees knowledgeable benefit consumers; and
- A dispensing fee cap to be implemented, if mutually agreed, during the term of the Collective Agreement ratified on July 31, 2009.



Should the parties agree to implement a dispensing fee cap by the end of the term of the Collective Agreement ratified on July 31, 2009, the City shall grant, effective the same date, vacation entitlement of seven (7) weeks for employees who have completed thirty (30) years of service or more.

**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 Collective 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)  
Russ Armstrong (signed)

Catherine Bossuyt (signed)

**Article 18  
SCHEDULING**

### **Designated Holiday Scheduling – Pilot Project Part-Time Long Term Care Homes and Services Employees**

The City and Local 79 agree that the process outlined below will be used for the purpose of scheduling part-time LTCH&S employees to work designated holidays in the 2010 calendar year.

After full-time employees have been scheduled to work the designated holiday as part of their regular schedule and part-time employees have been scheduled to work in accordance with clauses 18.03 (b) (i), (ii), (iii), (iv) and (v) the following process will apply:

Notwithstanding clauses 18.03 (b) (vi) and (vii) and provided the shift will not result in overtime, any remaining shifts on the designated holiday will be offered to the most senior part-time employees within the classification within the work unit:

- who have demonstrated current and substantial availability;
- whose availability form shows he/she is available to work designated holidays; and
- provided the employee is suitable.

If all part-time employees have been scheduled up to full-time hours, any overtime shifts will be offered first to full-time employees within the classification within the unit.

### **Pilot Project Process to Review Call-in Shifts**

The Parties agree to pilot the following process at Wesburn Manor, Lakeshore Lodge, True Davidson Acres, Bendale Acres, and Fudger House. The parties shall meet every six (6) months to review the Pilot. By mutual agreement the Pilot will be expanded to include other Homes.

1. If an employee has not been offered a call-in shift to which he/she believes he/she was entitled, the employee shall request an appointment with the manager responsible for the Administrative Support Unit to identify the shift(s) in question. The manager shall make reasonable efforts to schedule the meeting within one (1) week of the request being received and the employee shall have the right to a Local 79 representative.
2. The manager shall review the tracking form, work schedule, employee availability form and daily complement with the employee to determine whether there has been a scheduling irregularity. If no irregularity exists, the manager shall advise the employee and explain how the shift was filled. If an irregularity exists, the manager responsible for the Administrative Support Unit shall advise the employee's respective manager who will follow up as appropriate.
3. Any disputes arising out of this process shall be initiated at Step 2 of the grievance procedure.

This Memorandum of Agreement Item shall be in effect until December 31, 2011.

## **Article 30 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 30.01 (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.

### **Access to Childcare**

April 25, 2005

Ms. Ann Dembinski President  
CUPE 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

### **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.

### **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.

### **Official Correspondence**

June 27, 2005

Ms. Ann Dembinski President  
CUPE 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

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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 chiropodist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices per benefit year.
- x) One (1) pair of orthopaedic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthopaedic devices per benefit year.
- xi) Out of country emergency medical coverage for employees travelling in connection with their job duties.
- xii) 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:

- a. 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.
- b. 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).
- c. 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.

- d. 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 Dependants**

- 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 this and other City of Toronto policies, please log on to the City of Toronto Intranet Website.

### **The parties agree to append the following documents:**

Employees Seeking Election to a Political Office

Family Medical Leave Policy

Leave Without Pay

Military Service

Protective Equipment, Protective Clothing and Wearing Apparel Policy (see appendix C)

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

### 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.

**Approved by** Workforce Strategy Team for the Executive Management Team.

**Date Approved** April 12, 2001

**Revised** September 30, 2005

**Related Information**

CUPE, Local 79, Full-Time Unit, Mediator/Arbitrator Interim Award, September 24, 2002.

Employees can apply for an unpaid leave of absence with benefits coverage, for up to 20 days per year, under the Voluntary Leave of Absence policy.

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.**



Parking for Employees with Disabilities

Dear

Your application for Disabled Parking will be reviewed by Employee Health and Rehabilitation (EH&R). You may be asked to attend an appointment for an assessment by the City's occupational health physician or physiotherapist.

If your application is granted, a recommendation will be made to Facilities & Real Estate and you will be notified of the decision in writing.

Please complete the following authorization and have your physician complete the bottom section of this form and forward the completed form to, EH&R, City Hall, Lower Level (Fax #: 416-392-1788).

To be completed by employee:

Date: ..... Full name:..... Employee No:.....

License Plate No: ..... Division: ..... Business No:.....

Work location(s):.....

I authorize EH&R to communicate with my physician if further clarification is required.

Signature of Employee

.....

To be completed by employee's physician:

Dear Dr.

This is to inform you that Mr./Mrs./Ms..... has applied for disabled parking at his/her place of employment, the City of Toronto. In order to make a determination for approval EH&R, City of Toronto, requires the following information:

- 1. What is the diagnosis?
2. How does the diagnosis impact on the patient's ability to use public transit?
3. Does the applicant have a permanent disability (loss of function)?
4. Is this a temporary disability?
5. If this is a temporary disability, for what period of time is the accommodation required?
6. Is the applicant unable to walk unassisted for more than 200 meters (218 yards) in eight minutes or less without great difficulty or danger to his or her health?
(Ministry of Transportation Disabled Parking Permit requirement)

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.

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 LONG TERM CARE HOMES AND SERVICES  
PART-TIME UNIT  
AND  
CITY OF TORONTO

The following is the wage schedule (Schedule 1) for the years – January 1, 2009 – December 31, 2009, January 1, 2010– December 31, 2010 and January 1, 2011 – December 31, 2011. The wage rate schedule in effect on December 31, 2008 is included for information purposes only.

The parties understand and agree that errors and omissions shall be identified at the earliest opportunity and, if unresolved, any dispute may be the subject of a grievance or an action at the Ontario Labour Relations Board.

The wage and salary information is based on positions in effect as of January 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