

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

**BETWEEN:**

**CITY OF TORONTO**

herein called "The City"

**OF THE FIRST PART,**

and

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

herein called "Local 79",

**OF THE SECOND PART.**

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

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

**WHEREAS** the City and Local 79 have mutually agreed to enter into and execute this Collective Agreement commencing from January 1, 2009, to remain in force until and including the 31<sup>st</sup> 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 hereby mutually covenant and agree as follows:

**Article 1  
PURPOSE**

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

**Article 2  
RECOGNITION**

- 2.01 The City recognizes Local 79 as the sole bargaining agent for all recreation employees of the City of Toronto including employees who occupy the positions set forth in Schedule 1, annexed hereto and forming part of this Agreement save and except:

- (i) supervisors; and
- (ii) persons above the rank of supervisor; and
- (iii) employees who fall within any other bargaining unit.

That no employee shall be required or permitted to make written or verbal agreements with the Employer in conflict with the Collective Agreement.

- 2.02 The "recreation employees" as set out in clause 2.01 above refers to employees performing duties for less than full-time hours in any one position and those employees who may, from time to time, perform duties for full-time hours.

- 2.03 Nothing in the foregoing shall be deemed to prohibit the City from using volunteers provided such volunteers shall not displace any Bargaining Unit employee.

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

In the event that Local 79 is of the opinion that the position may come within the 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 14.07. 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 THE FULL-TIME AGREEMENT**

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

**Article 3  
MANAGEMENT'S RIGHTS**

- 3.01 Local 79 and the employees recognize and acknowledge that it is the exclusive function of the City to:
- (i) maintain order, discipline and efficiency;
  - (ii) hire, discharge, direct, classify, re-classify across classifications, transfer, schedule hours of work, promote, demote and suspend or otherwise discipline any employee provided that a claim of discriminatory promotion, demotion or transfer, or a claim that any such employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided; and
  - (iii) generally to manage the operation and undertakings of the City and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which the City in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the City.
- 3.02 The City agrees that it will not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.

**Article 4  
DEFINITIONS**

- 4.01 "Service" is synonymous with seniority and shall be defined as all hours paid, to a maximum accumulation of 2,080 hours per calendar year. Such accumulation shall include periods of employment in other Local 79 Bargaining Units.
- 4.02 "Regularly scheduled work" is work identified as available during a season which can be assigned in advance of the implementation of the program and assigned in accordance with Article 28 Scheduling. It also includes work available when an employee is not available due to vacation or other pre-approved leaves of absence but only when the City has notice of such leave of at least fifteen (15) calendar days prior to the commencement of such leave.
- 4.03 "Relief work" is all work other than that defined under clause 4.02 and is assigned under Article 28 Scheduling. Where the relief work falls within another bargaining unit, the hours paid shall be added to the employee's aggregate hours.

**Conversion of Hours**

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

**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(a) 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 each such deduction, pay the sum so deducted to Local 79.
- 5.02(b) Local 79 will provide to the City a certified true copy of the section of the by-laws of Local 79 authorizing any such dues and a certified true copy of the section of the Minutes of a meeting at which any change in such dues is made.
- 5.02(c) Local 79 will save the City harmless from any and all claims which may be made against the City for appropriate amounts deducted from pay pursuant to clause 5.02(a) herein.
- 5.03 The City shall provide Local 79, on a biweekly basis, a list of all employees from whose wages union dues have been deducted, and in accordance with the respective pay system report criteria, the union dues amount, the biweekly earnings, the hours worked, the hourly rate and an alternate rate indicator. The list shall include the classification of employees.
- 5.04(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.
- 5.04(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.
- 5.05 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**

- 5.06 The City shall provide Local 79 with the following information, where available and upon request shall meet with Local 79 to discuss the availability of such information:
- (i) a monthly report listing Local 79 Recreation employees who are new hires or for whom a positive termination has been received.

- (ii) A quarterly list of all Local 79 Recreation employees, their employee number, their latest home address, home/contact phone number, organizational unit, section, and division.
- (iii) A monthly list of all Local 79 Recreation employees in alternate rated or acting assignments, including the employee's affiliation and the affiliation of such alternate rated positions, the initial and expiry date of the alternate rated or acting assignment and the job title, organizational unit, section, and division of the alternate rate or acting assignment.
- (iv) A bi-weekly list of employees who are in a "no pay" status in the current pay period.

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

**LETTER OF INTENT  
ROLE OF THE UNION**

Local 79 and the City shall meet during the term of the Collective Agreement to develop a program to expand the role of the union in the workplace. The first meeting shall take place within ninety (90) days of May 11, 2000.

**LETTER OF INTENT  
PAY SYSTEM REPORT CRITERIA**

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

**LETTER OF INTENT  
ACCESS FOR CITY STAFF TO THE CITY INTRANET**

The City agrees to meet with Local 79 within ninety (90) days of the ratification of the Collective Agreement to discuss access to the City's intranet for employees at appropriate Parks, Forestry and Recreation Division work locations where computers are located.

**Article 6  
PROBATIONARY PERIOD**

6.01 Notwithstanding anything to the contrary contained in this Agreement, 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 for any reason and in no case shall an employee be required to complete more than one (1) probationary period. For purposes of this clause, 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.

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

6.02 An employee who has completed five (5) calendar years or more and has worked a total of seven hundred and fifty (750) paid hours for the Parks, Forestry and Recreation Division will be deemed to have completed his/her probationary period only for disciplinary and discharge purposes.

**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, scheduling 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 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.
- 9.02 All employees shall, as a condition of their employment, participate in payroll direct deposit. Any employee who so requests shall have his/her pay stub mailed to his/her home address.

**Alternate Rate to Another City Bargaining Unit**

- 9.03(a) An employee who, for a period of at least a full day or shift, is assigned to perform the regular duties of a higher rated position in another City bargaining unit shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of sixty-five cents (65¢) per hour, whichever is greater for the duration of the assignment.
- 9.03(b) Where an employee is assigned to perform the regular duties of a higher rated position in another City bargaining unit and actually works sufficient aggregate time to qualify for an increment he/she shall, subject to the approval of the General Manager concerned, be granted such increment effective the beginning of the pay period nearest the date on which he/she qualifies for such increment.
- 9.03(c) Provided that the General Manager so recommends, an employee shall qualify for any subsequent increments in the same manner as set out above and will begin to accumulate such aggregate qualifying time immediately following the effective date of the initial increment.
- 9.03(d) The foregoing alternate rate provision shall apply to periods during which the employee is absent on paid leave 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 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 shall be paid only to the extent that it would have been paid had the employee remained at work.
- 9.04 The City may set rates of pay for new or changed classifications and shall advise Local 79 of such new or changed classifications at least ten (10) working days prior to the implementation of the new or changed rate of pay and/or changed classification. If Local 79 is of the opinion that the rate is unfair or improper, Local 79 shall have the right of filing a grievance in accordance with Step 3 of the grievance procedure, as set forth in clause 14.07 hereof.

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

- 9.05 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 designated 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 of Pay**

- 9.06 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.

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

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

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



writing, to meet and agree on all such rates and classifications. These meetings may be with the assistance of the mediator/arbitrator if both parties wish. Failing agreement in that time, the draft decision of the Board of Arbitration shall become final and binding on all parties.

For clarity, job classifications which are found in Schedule 1 of the Recreation Workers' Collective Agreement will be treated as a separate group of jobs for purposes of rate and job classification harmonization.

### **PRINCIPLES FOR HARMONIZATION**

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

### **LETTER OF INTENT INCREMENT COMMITTEE**

The City and Local 79 agree to establish an Increment Committee within thirty (30) calendar days of issuance of the Interim Award dated August 22, 2002 for the purpose of jointly developing a common increment policy. The committee shall consist of four (4) members, two (2) appointed by each party.

Local 79 members of the Committee will be paid for time worked on the Committee on the basis of the formula determined under the Letter of Intent, "Pay Rate and Hours of Pay for Paid and Unpaid Leaves of Absence for Union business".

The Committee shall have the following responsibilities:

- (a) identification of all current practices with respect to movement through the existing increment structures; and
- (b) the development of guidelines for a common increment policy for recommendation to the City within ninety (90) calendar days of the first meeting of the Committee.

The City will prepare the draft of the increment policy, taking into consideration the guidelines from the Committee (if received), and review it with the Committee prior to it being finalized by the City.

The current policies with respect to increments will continue to apply until the new City Policy is implemented.

### **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 80 hours in a biweekly pay period. It is agreed that employees may be assigned to work:

- up to the maximum hours per day permitted under the Employment Standards Act, 2000, S.O. 2000, as amended; and
- up to a maximum of 48 hours per week;

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(a) Where an employee reports for regularly scheduled work, or for relief work, and no work is available the City shall endeavour to find the employee alternate work. Where no such alternate work is available he/she shall be paid two (2) hours' pay at the rate of the position he/she was originally scheduled to work.

Provided that where an employee reports for regularly scheduled work or relief work which was to be three (3) hours or more in duration and no work is available the City shall endeavour to find the employee alternate work. Where no such alternate work is available he/she shall be paid three (3) hours' pay at the rate of the position he/she was originally scheduled to work.

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

10.03 When the Parks, Forestry and Recreation Division determines that swimming pools will be kept open for extended hours under the Heat Alert Program, a bonus of twenty dollars (\$20.00) will be paid to staff who work the extended hours to the pool closing. The City will schedule the extended hours by seniority, within the location and scheduled shift, provided such extension does not result in overtime and further provided the extension does not result in a violation of the Employment Standards Act, 2000, as amended, with respect to time off between shifts.

### **Article 11 STATUTORY HOLIDAYS**

11.01(a) The statutory holidays covered under this Collective Agreement are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and the 26th day of December.

11.01(b) An employee who is not required to work on a statutory holiday as per clause 11.01(a) 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.
- 11.01(c) The holiday pay in accordance with clause 11.01(b) shall be equal to the employee's average days' earnings in the eight (8) pay periods preceding the date of the statutory holiday.
- 11.02 Subject to clauses 11.01(b) and 11.01(c), each employee who works on a statutory holiday shall be compensated for all hours worked at the rate of time and one-half (1 ½), and in addition, shall be paid his/her regular day's pay.
- 11.03 Any employee who does not qualify for statutory holiday pay in accordance with clause 11.01(b) 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 statutory holiday as defined in clause 11.01(a) shall be entitled to payment for the statutory holiday provided that he/she works the entirety of his/her shift before and after the statutory holiday.
  - (ii) Notwithstanding clause 11.03(i), where an employee demonstrates reasonable cause for not attending the shift before and after the statutory holiday as required in clause 11.03(i), he/she shall qualify for statutory holiday pay.
  - (iii) An employee who is required to and actually works the entirety of his/her shift on a statutory holiday shall be paid statutory pay, plus time and one half (1 ½) for all hours worked on the statutory holiday.
  - (iv) Notwithstanding clause 11.03(iii), where an employee demonstrates reasonable cause for not attending work as required in clause 11.03(iii), he/she shall qualify for statutory holiday pay.
  - (v) The statutory holiday pay referred to in clause 11.03 shall be calculated in accordance with the Employment Standards Act, 2000, S.O. 2000, as amended, as follows:
    - (A) Add all the regular wages and vacation pay payable in the four work weeks before the work week in which the statutory holiday occurred and divide this sum by twenty (20).
- 11.04 An appropriate recognition of Remembrance Day will occur in the workplace.

## **Article 12 VACATIONS**

- 12.01 After the completion of the first calendar year of employment and each subsequent calendar year, each employee shall be entitled to three (3) weeks vacation time, without pay. Vacation pay shall be in accordance with 12.03 and 12.04 below.
- 12.02 Vacation must be pre-approved and will be scheduled in accordance with operational requirements.

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|-------|---|---|
| 12.03 | <u>Duration of Employment</u><br>Not yet completed 2080 paid hours<br>Upon completion of 2080 paid hours<br>Upon completion of 17760 paid hours | <u>Vacation Pay</u><br>4% of gross pay annually<br>6% of gross pay annually<br>8% of gross pay annually |
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**Effective until December 31, 2009**

12.04 The per cent of gross pay as described in 12.03 will be referred to as "vacation pay". The employee shall choose one of the following two ways of receiving payment of the vacation pay:

- (a) receive vacation pay on each bi-weekly pay, in the pay period 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.

The employee must inform Payroll, through a form to be provided, in which option the employee wishes to be enrolled.

12.05 If an employee chooses to change options available under 12.04 the employee must inform Payroll, using the appropriate form, not later than June 30<sup>th</sup> to begin banking vacation pay in the next calendar year or to begin receiving vacation pay bi-weekly in the pay period after July 1<sup>st</sup>.

12.06 Each employee's aggregate regular hours paid at straight time shall be multiplied by the appropriate vacation entitlement percentage in accordance with clause 12.03 and shall be credited toward that employee's total aggregate hours bi-weekly.

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

**Effective January 1, 2010**

12.04 The per cent of gross pay as described in 12.03 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 pay period it is earned;
- (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.

12.05 Should the employee choose option (c) of clause 12.04 the following will apply:

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

- (b) At the beginning of each year the employee will be notified by Payroll of the dollar amount of the vacation bank available in that year.
- (c) Any vacation pay owing at the end of the year (which had been earned in the previous calendar year) will be paid out and may not be carried over to the next calendar year.

12.06 If an employee chooses to change options available under 12.04 the employee must inform Payroll, using the appropriate form, not later than June 30<sup>th</sup> to begin banking vacation pay in the next calendar year or to begin receiving vacation pay bi-weekly in the pay period after July 1<sup>st</sup>.

12.07 Each employee's aggregate regular hours paid at straight time shall be multiplied by the appropriate vacation entitlement percentage in accordance with clause 12.03 and shall be credited toward that employee's total aggregate hours bi-weekly.

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

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

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

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

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

**Article 13**  
**PENSIONS AND RETIREMENT**

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

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

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

- (i) Toronto Civic Employees' Pension Plan
- (ii) York Employees' Pension Plan
- (iii) Metro Toronto Pension Plan

It is understood and agreed that this list includes all non-OMERS pension plans of which the parties are aware as of May 11, 2000. However, it is also understood and agreed that the list is not an exhaustive list, and that any other non-OMERS pension plans of which either party becomes aware during the term of this Collective Agreement will also be covered by clause 13.01(b).

- 13.01(d) For the purpose of this Article, the term “participate” when used in connection with a pension plan includes, but is not limited to, membership in the plan, accrual of pensionable service, employer and employee contributions, and entitlement to pension benefits.
- 13.01(e) 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.

#### **Pensions – Other Than Continuous Full-Time Employees**

- 13.01(f) All other-than-continuous-full-time employees captured under clause 13.01(e) who have not already joined OMERS, shall, on a yearly basis, be notified in writing of his/her right to elect to join the OMERS pension plan.
- The notification will include information about OMERS including any buy back provisions. It will inform the employee that he/she has the ability to buy back at his/her cost any prior service with the City, a predecessor of the City or any OMERS participating employer. It will include the necessary forms for the employee to initiate a buy back quote from OMERS. The employee may obtain the buy back quote directly from OMERS or through the assistance of the City.
- 13.02 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 payment as may be payable to or with respect to such employee as a member of such system.
- 13.03 For those leaves of absence granted under clauses 15.10(a) and 15.10(b), every employee who has elected to participate in the Ontario Municipal Employees Retirement System or any other pension plan as set out in clause 13.01(b) shall be considered to be in full-time attendance for pension purposes and the pension contributions payments shall be made notwithstanding such leave, and Local 79 shall remit to the City for both the employer and employee share of such contributions payments during such leave on a quarterly basis as invoiced therefore by the City.
- 13.04 It is understood that any period of disciplinary suspension without pay shall be deemed an approved leave of absence without pay for pension purposes.

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

The parties agree to meet during the term of this agreement to consider and develop a process including consideration of the appropriate rates of pay 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 Local 79.

**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 with the City.

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

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

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

**LETTER OF INTENT**  
**PENSION EDUCATION**

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

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

**LETTER OF INTENT**  
**PENSION COVERAGE**

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

**Article 14**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

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

- 14.02 Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 14.03 For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 14.04 A committee of not more than three (3) officers of the Union 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.
- 14.05 The City acknowledges the right of Local 79 to appoint or otherwise select stewards and officers and, in this regard, Local 79 acknowledges and agrees that Stewards and Officers of Local 79 have regular duties to perform as employees of the City and that such employees will not leave their regular duties to assist employees in respect of matters arising under this Article without obtaining the permission of their General Manager 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.
- 14.06(a) Local 79 will supply the City with a list of all of its Stewards and Officers and the work area he/she represents, as soon as they are elected/appointed, and thereafter will notify the City in writing of any changes. In the event that a Steward or Officer is permanently transferred by the City, from the work area that he/she would normally represent, the City will notify Local 79 as soon as practicable.
- 14.06(b) It is understood and agreed that Stewards and Officers under this Agreement, the Full-Time Unit, Part-Time Unit B, and the Long Term Care Homes and Services Part-Time Unit Collective Agreements are interchangeable.
- 14.07 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, such difference or allegation, being hereinafter referred to as "The Dispute" in Step One and thereafter as "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 the dispute, Local 79, through the Local 79 Steward, shall request a meeting with the employee's immediate supervisor, who shall arrange a meeting within ten (10) working days of receiving the request. The employee shall be accompanied by the Local 79 Steward or an available Local 79 Representative. Within three (3) working days of the date of the Step One – Dispute Resolution meeting, the supervisor will advise the Local 79 Steward and employee in writing whether the dispute was denied, granted or resolved. Any resolutions reached at this step shall be without prejudice or precedent.
- (ii) **Step Two**
- If the dispute is not resolved at Step One, the grievance and redress sought shall be put in writing and signed by the employee. Local 79 shall file the grievance with the General Manager 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 General Manager shall confer with the Representative of Local 79 within twenty (20)



working days after receipt of the grievance at Step Two, and shall advise Local 79 in writing of his/her decision in respect to the grievance within ten (10) working days of the time of the conference. The grievor will attend the Step Two meeting upon the request of Local 79, provided that such request must be made at least five (5) working days prior to the date of the Step Two meeting.

(iii) **Step Three**

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

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

**Mediation**

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

**Arbitration**

- 14.09 In the event that the Director of Employee and Labour Relations does not provide redress satisfactory to Local 79, Local 79 may, within twenty (20) working days after the receipt of the written decision of the Director of Employee and Labour Relations, require that the grievance be submitted to arbitration by notifying the City in writing.
- No matter may be submitted to arbitration which has not been properly processed through all previous steps of the grievance procedure as set forth in this Agreement.
- 14.10 Grievances submitted to arbitration shall be determined by a single arbitrator unless either party requests that the grievance be determined by a Board of Arbitration.
- If the grievance is to be determined by a single arbitrator, the parties shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, Local 79 shall request the Minister of Labour for Ontario, in writing to appoint an arbitrator.
- 14.11 In the event that the parties do not agree to have the grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall so notify the other party in writing within ten (10) working days of receipt of the letter referring the grievance to arbitration. The notice shall include the name of its nominee to an Arbitration Board. The party so notified shall, within ten (10) working days after the receipt of the letter, notify the other party of the name of its nominee to the

Arbitration Board. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson, Local 79 shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.

- 14.12 The decision of the General Manager or the Director of Employee and Labour Relations, or Local 79 in the case of a management grievance pursuant to clause 14.24, 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.
- 14.13 The single arbitrator, or the Arbitration Board, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon Local 79, the City and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 14.14 Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.
- 14.15 The Arbitrator or Arbitration Board shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.
- 14.16 The City will grant paid leave of absence to a grievor to attend his/her arbitration hearing(s).
- 14.17 Employee witness(es) summoned to attend arbitration hearings by the Union will be granted unpaid leave of absence by the City and his/her wages and any associated expenses will be paid by the Union.

#### **Policy Grievances**

- 14.18 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**

- 14.19(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.
- 14.19(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.
- 14.19(c) Local 79 will provide a list of all known grievors covered by the Group Grievance.

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

- 14.20 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**

- 14.21 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 Unit Grievances**

- 14.22 Any grievance of an employee with respect to Article 30 (Job Postings to the Full-Time Bargaining Unit) shall be initiated at Step Two within twenty (20) working days of the circumstances giving rise to the grievance. In the event that the grievance is with respect to not being selected for a position, if such position is within a Division other than the employee's Division, the grievance shall be directed by Local 79 to the Head of the Division in which the vacancy occurred.

#### **Sexual Harassment, Discrimination or Harassment Grievances**

- 14.23 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**

- 14.24 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**

- 14.25 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**

- 14.26 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 14.05 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.

- 14.27 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.
- 14.28(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.
- 14.28(b) Where the disciplinary notation is removed under 14.28(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.

#### **Expedited Arbitration**

- 14.29(a) The parties may by mutual agreement, proceed with an expedited arbitration for any grievance filed and processed through the grievance procedure.
- 14.29(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.
- 14.29(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.
- 14.29(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.
- 14.29(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.
- 14.29(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.

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

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

**Investigations**

14.31 Employees who have been removed from the workplace during an investigation will continue to be paid in the following manner until the City concludes its investigation:

- i) The employee shall continue to receive his/her regular rate of pay for any regularly scheduled work; and
- ii) Should the investigation continue into a new season, the employee shall continue to be paid for regularly scheduled work as above.

**Prescheduled Grievance Meetings**

14.32 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 15 LEAVE OF ABSENCE**

### **Bereavement Leave**

- 15.01(a) An employee who is absent from work solely due to the death and/or funeral of the father, mother, father-in-law, mother-in-law, step parents, son, daughter, brother, sister, step children, step brothers, step sisters, same-sex partner, husband or wife (including common law partner) of such employee shall be compensated for scheduled hours missed by such employee (by reason of such absence) at his/her regular 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.
- 15.01(b) An employee who is absent from work solely due to the death and/or funeral of the son-in-law, step-son-in-law, daughter-in-law, step-daughter-in-law, brother-in-law, step-brother-in-law, sister-in-law, step-sister-in-law, grandparent, step-grandparent, grandchild or step-grandchild of such employee shall be compensated for scheduled hours missed by such employee (by reason of such absence) at his/her regular rate of pay for three (3) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.
- 15.01(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 15.01(a) and (b) and such request shall not be

unreasonably denied.

### **Jury or Witness Duty**

- 15.02(a) Each employee who is called to serve as a juror or, except as provided in clause 14.17, 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 General Manager 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 prior to the end of his/her shift on any day, immediately telephone his/her Division for instructions respecting his/her return to work and shall, upon receiving such instructions, comply with same.

### **Judicial Proceedings**

- 15.02(b) This Clause applies to employees who are required to testify as a witness at any judicial or quasi-judicial proceedings in which the City is a named party or is otherwise directly affected by the outcome of the proceedings.

Where the employee is required to participate in such proceedings beyond his/her regularly scheduled hours of work, he/she shall be paid at his/her relevant rate of pay for these hours, as per Article 9 (Wages and Salaries) and Article 10 (Premium Pay Provisions).

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

### **Pregnancy/Parental Leave**

- 15.03(a) Pregnancy and/or parental leave shall be provided as follows:
- (i) 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.
  - (ii) For any employee who does not qualify under Part XIV of the said Act, pregnancy and/or parental leave without pay, shall be granted upon the employee's request and administered in accordance with the Act.
  - (iii) A request for an extension of parental leave may be granted at the discretion of the General Manager or designate concerned and shall not involve any expense to the City.
  - (iv) For those employees who are granted a leave of absence in accordance with clauses 15.03(a)(i), 15.03(a)(ii) and 15.03(a)(iii) herein, service or seniority if

applicable shall continue to accrue for each full pay period of absence, calculated on the average of the total regular hours paid at straight time in the twenty-six (26) pay periods preceding the commencement of such leave, to a maximum of eighty (80) hours per pay period to a maximum of twenty-six (26) pay periods.

Provided that this accrual of service shall not count toward the completion of a probationary period, as provided in clause 6.01.

The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list, which is posted in accordance with clause 16.03 following the employee's return to work.

- (v) The City shall provide access to the benefits set out in Article 41 (Employee Benefit Plans) and shall pay its share of the pension contributions under Article 13 (Pensions and Retirement) for any pregnancy and/or parental leave taken pursuant to clauses 15.03(a)(i), or 15.03(a)(ii), unless the employee elects in writing that he/she does not wish benefit coverage.
- (vi) An employee who is granted an extension of parental leave in accordance with clause 15.03(a)(iii) may elect in writing to continue his/her benefit coverage. Such employee shall be responsible to pay his/her benefit cost that he/she wishes to continue. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.
- (vii) If an employee elects to continue his/her benefit coverage under clauses 15.03(a)(v) or 15.03(a)(vi), such employee shall be responsible for paying in advance by post-dated cheque(s) his/her cost of the benefits that such employee wishes to continue for any period of such leave. Such employee shall be advised in advance of the cost of the applicable benefits that the employee wishes to continue.
- (viii) Vacation and increment (where applicable) entitlement will not be reduced as a result of any period of pregnancy and/or parental leave taken in accordance with clauses 15.03(a)(i) or 15.03(a)(ii) herein.

15.03(b) Employees who prior to November 1st in the last twelve (12) month period (November 1 to October 31) have completed one thousand and four hundred (1,400) paid hours are entitled to the following pregnancy and/or parental leave benefits:

- (i) An employee who is eligible for pregnancy leave under clause 15.03(a)(i) or an employee who requests and is granted pregnancy leave under clause 15.03(a)(ii), 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:
  1. For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City, and
  2. 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.



- (ii) 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.
- (iii) 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.
- (iv) An employee who is eligible for parental leave under clause 15.03(a)(i) or who requests and is granted parental leave under clause 15.03(a)(ii) 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:
  1. For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable), and
  2. For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of the leave of absence, and the sum of the employee's weekly Employment Insurance benefits and any other earnings.
- (v) 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.
- (vi) 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.
- (vii) On returning from pregnancy and/or parental leave, the employee's seniority shall be adjusted for each full pay period of absence:
  1. By forty (40) hours to a maximum of seven hundred and twenty (720) hours; or
  2. By the average hours worked per pay period in the twenty-six (26) pay periods preceding the leave of absence to a maximum of twenty-six (26) pay periods, whichever is greater.

The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list produced in accordance with clause 16.03 following the employee's return to work.

15.03(c) Pregnancy and/or parental leave taken in accordance with sub-clauses 15.03(a)(i) and 15.03(a)(ii) herein, shall not involve any expense to the City except as provided for in 15.03(a)(v) and 15.03(a)(viii) and 15.03(b) above.

#### **Citizenship Leave**

15.04 An employee who is required to be absent from work during his/her scheduled working hours for the purpose of obtaining his/her Canadian Citizenship shall, on two (2)

occasions only, be granted one (1) day's leave of absence and will be paid for scheduled hours missed at his/her scheduled rate(s) of pay on each such occasion.

### **Personal Leave**

15.05 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.

### **Leave Without Pay**

15.06 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.

### **Military Service**

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

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

15.08 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.

### **Quarantine**

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

### **Leave of Absence for Full-Time Local 79 Position**

- 15.10(a) (i) An employee who is elected or appointed to a full-time office within Local 79, shall, upon the request of Local 79, be granted such leave of absence, provided that such leave shall involve no cost to the City.
- (ii) Upon 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 the Recreation Unit in a classification comparable to that in which he/she was employed before taking office, if such is available. In the event that no other suitable job is available in the Recreation Unit, the employer will, upon consultation with the employee concerned, find other suitable work in one of the other Local 79 part-time units.

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

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

- (ii) Upon 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 the Recreation Unit in a classification comparable to that in which he/she was employed before taking office, if such is available. In the event that no other suitable job is available in the Recreation Unit the employer will, upon consultation with the employee concerned, find other suitable work in one of the other Local 79 part-time units.

**Leave of Absence to Attend Labour Conventions**

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

**Leave of Absence to Attend Labour Conference**

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

**Time Off to Attend to the Business of Local 79**

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

**Payment of Wages While On Leave of Absence for Local 79 Business**

- 15.12(b) Whenever an employee is on leave of absence on Local 79 business, the City shall pay the employee's wages and invoice Local 79 and Local 79 shall, forthwith, remit full reimbursement to the City. Such employee will be paid for the leave on the following basis:

When a Part-Time member covered by the Recreation Workers Unit is granted leave of absence to attend to union business in accordance with the Collective Agreement, the following will apply to the calculation of his/her hourly rate of pay:

- i) At the time of the request for the leave of absence the City will determine the last paid day for the employee.
- ii) The City will then go back eight (8) pay periods and determine the average hourly rate that the employee received during those eight (8) pay periods.
- iii) For the duration of the leave, the City will then place the employee into whichever Recreation classification and step is closest to but not lower than the average hourly rate determined in (ii) above.
- iv) If the leave is without pay the employee will still be paid by the City in accordance with the Collective Agreement and Local 79 will be charged accordingly.

This provision does not apply to employees who are elected or appointed to full-time Union positions in accordance with clauses 15.10 (a) and (b).

- 15.12(c) For those employees who are granted a leave of absence in accordance with clause 15.12(a) above, herein service or seniority, if applicable, shall continue to accrue. Provided that this accrual of service shall not count toward the completion of a probationary period, as provided in clause 6.01.

**Local 79 Negotiating Committee**

15.13 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 service and 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. Local 79 members of the Committee will be paid for time worked on the Committee on the basis of the formula determined under the Letter of Intent "Pay Rate and Hours of Pay for Paid and Unpaid Leave of Absence for Union Business".

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**

15.14(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 Local 79 will be granted leave of absence of two (2) days per week, without loss of pay or benefits.

15.14(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.

15.14(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.

15.14(d) During such paid leave, the Chief Steward and Unit Officers shall:

- (i) be authorized to make decisions on behalf of Local 79 related to dispute and grievance resolution, subject to final disposition by the Local 79 Grievance Committee; and,
- (ii) be available on a day-to-day basis to meet with and discuss issues, concerns, grievance resolution and any other matter with the City as needed; and
- (iii) promote an environment based on mutual respect and professionalism in all dealings.

15.14(e) The Chief Steward and Unit Officers shall provide, on a bi-weekly basis to the Director,

Employee and Labour Relations, a log outlining:

- a) meetings they attended;
  - b) dates and times of the meetings;
  - c) purpose of the meetings;
  - d) City representatives they met with;
  - e) time not spent in meetings shall also be recorded in the log and will include information describing how the time was spent; and
  - f) absences due to illness, vacation, etc.
- 15.14(f) Information in the log will be used by the City to ensure that accountability for the paid leave can be verified.
- 15.14(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.
- 15.14(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 16**  
**SENIORITY**

- 16.01 For the purpose of determining seniority an employee's aggregate hours paid will be converted by using the following formula: two thousand and eighty (2,080) paid hours equals one (1) year. An employee's seniority shall be calculated from his/her first date of hire and shall accrue on a calendar year basis to a maximum of 2,080 aggregate hours accumulation in any one calendar year.
- 16.02 An employee shall lose his/her seniority if:
- (i) he/she voluntarily terminates his/her employment subject to the right to rescind in clause 16.06;
  - (ii) he/she is discharged for reasonable cause;
  - (iii) he/she is absent without notice and without a satisfactory reason to the City, in excess of ten (10) working days from commencement of such absence;
  - (iv) he/she is not in receipt of wages for any period exceeding twelve (12) continuous months for reasons other than approved leave of absence, including any leave granted in accordance with statute.

- (v) on three (3) or more occasions in the calendar year he/she, without reasonable cause, fails to report for work, after having agreed to report.

- 16.03 The City shall maintain a seniority list of all employees coming within the Local 79 Unit. An up-to-date copy of such list shall be forwarded electronically to Local 79 in January, April, July and October of each year.
- 16.04 Within six (6) months, the City shall notify employees on their bi-weekly pay stubs of their accumulated hours for seniority purposes.
- 16.05 An employee covered by the Unit B Part-Time Collective Agreement or the Long Term Care Homes and Services Part-Time Collective Agreement, who moves to a part-time position covered by the Recreation Workers' Part-Time Collective Agreement shall carry his/her seniority and service as calculated, defined and prescribed in his/her respective Collective Agreement.
- 16.06 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 General Manager within seven (7) calendar days of the date on which he/she tenders his/her resignation.

Upon receipt of such notification by the employee's supervisor, if the specific position(s) the employee vacated has not been filled, the employee shall be reinstated to his/her former position(s).

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

#### **LETTER OF INTENT HOURS OF WORK BY LOCATION**

The City and the Union will meet within six (6) months of the ratification of the Collective Agreement to discuss if there is a means to inform employees of their hours of work by work location.

#### **Article 17 WORKPLACE SAFETY AND INSURANCE BENEFITS**

- 17.01 An employee who sustains an injury or disease arising out of and in the course of his/her duties is covered by the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.
- 17.02 Where an employee sustains a work related injury or a compensable illness and is unable to work as a result thereof, upon approval of his/her claim he/she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Board.
- 17.03 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.
- 17.04 Notwithstanding anything herein contained in this Agreement, where an employee is absent due to 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.

### **Medical Appointments**

- 17.05 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.
- 17.06 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.
- 17.07 Leave of absence, with pay, shall be granted to two (2) full-time Workers' Compensation/Rehabilitation Representatives whose responsibilities will include workers' compensation and rehabilitation. The cost of such leave shall be shared equally by the parties.

## **Article 18 LEGAL EXPENSES**

- 18.01 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 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).
- 18.02 Where an action or other proceeding is brought against an employee of the City, which in the opinion of the City Council arises out of acts or omissions done or made by such employee in his/her capacity as an employee of the City, the City may pay any damages or costs awarded against such employee or legal expenses incurred by him/her as may be determined by City Council as provided for by Section 279 of the Municipal Act, 2001, S.O. 2001, as amended. Whenever an action or other proceeding is brought against an employee, the employee is to advise the Insurance and Risk Management Section of the Treasury and Financial Services Division immediately with respect to such action or proceeding.

- 18.03 In the event the City reimburses an employee, under this Article, for any legal expenses, damages or costs, the employee shall be compensated for scheduled hours missed by such employee as a result of being required to attend court or appear before their professional regulating organization.
- 18.04 The City agrees to produce a standard letter for the use of employees charged with an offense for an act done while performing his/her 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 19  
TRANSPORTATION**

- 19.01 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.
- 19.02 Whenever an employee is required to use the public transportation system in the course of his/her duties, such employee shall be provided with public transit tokens/tickets or passes for that purpose.
- 19.03 An employee who is required and/or authorized to use his/her automobile on business of the City shall be reimbursed for parking costs incurred in the course of conducting such business.

**Transportation – Requirement To Provide Personal Vehicle**

- 19.04 Any Local 79 member of the Part-Time Recreation Unit who has not been required to use his/her automobile on business of the City shall not be required to provide an automobile.

**Article 20  
PAY EQUITY**

- 20.01 In recognition of its commitment to achieving pay equity the City of Toronto has a number of existing pay equity plans; and
- In recognition of the parties mutual commitment to the ongoing process of pay equity and to the principle of equal pay for work of equal or comparable value;
- The parties agree as follows:
- (a) The parties agree to abide by the provisions of the Pay Equity Act, R.S.O. 1990, as amended; and
  - (b) Following completion of the current Collective Agreement negotiations the parties agree to meet with a view to developing an appropriate process for achieving and maintaining the objectives of the Pay Equity Act, R.S.O. 1990, as amended.



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

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

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

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

**Article 21**  
**HEALTH AND SAFETY**

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

The objective of the program shall be to implement appropriate preventative and remedial measures in order to reduce or eliminate health hazards and personal injuries in the 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.

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

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

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

21.05 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.

**Working Past Midnight**

21.06 Where an employee is not scheduled to work past midnight, but the employee works past midnight at the request of his/her General Manager, the City will provide that employee with taxi fare or equivalent to return to his/her place of residence at the conclusion of work provided that the employee's residence is within the City of Toronto boundaries.

**LETTER OF INTENT  
HEALTH AND SAFETY**

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

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

**LETTER OF INTENT  
HEALTH & 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**

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

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

- 1. The City and Local 79 shall establish a committee to engage in meaningful consultation regarding Joint Health & Safety certification training, to include both basic and workplace specific training. Up to four (4) Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.
- 2. The City and Local 79 shall participate in the delivery of joint Health & Safety Certification and workplace specific training, offered corporately, to Health & Safety Committee members.

3. Upon request from Local 79 and with the approval of his/her Division Head, one Local 79 member employed by the City, per Division (except where there is currently more than one), will be granted leave of absence with pay to attend a recognized training program, approved by the City, to qualify as a Joint Health & Safety Certification Trainer.

**LETTER OF INTENT  
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 21.05) 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 22  
EMPLOYEE ACCESS TO CORPORATE PERSONNEL FILE**

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

**Article 23  
REQUEST FOR TRANSFER**

- 23.01 An employee wishing to transfer to a different location within the Parks, Forestry and Recreation Division may submit such request in writing to the General Manager. The City will acknowledge in writing to the employee receipt of such request for transfer within fourteen (14) days of receipt.

**Reorganization/Service Consolidation – Related Transfers**

- 23.02 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.

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

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

**Article 24**  
**ACQUAINTING NEW EMPLOYEES**

- 24.01(a) New employees shall be advised of the name of the employee's steward and/or Local 79 representative(s) and provided with an introduction within the first thirty (30) days of employment.
- 24.01(b) The steward or a Local 79 Representative, as the case may be, shall be allowed fifteen (15) minutes to meet with the new employee at a time mutually acceptable to the steward or Local 79 Representative, as the case may be and the employee's immediate supervisor.
- 24.01(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 25**  
**LUNCH AND REST PERIODS**

- 25.01 Each employee who works a shift of more than four (4) consecutive hours duration shall be afforded an unpaid meal break of not less than one half (1/2) hour.
- 25.02 Each employee shall be afforded rest periods of fifteen (15) minutes as may be decided by the Supervisor and the rest periods for those employees shall be during the first four (4) hour and the second four (4) hour periods respectively.
- 25.03 Each lifeguard or assistant lifeguard shall, after two (2) consecutive hours of direct supervision and scanning be afforded a minimum ten (10) minute alternative work assignment.

**Article 26**  
**PROTECTIVE EQUIPMENT, PROTECTIVE CLOTHING AND WEARING APPAREL**

- 26.01(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.
- 26.01(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.
- 26.01(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.

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

- 26.02 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.
- 26.03 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.
- 26.04 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 14 of the Collective Agreement.

**Article 27**  
**RE-CERTIFICATION/EDUCATION, TRAINING AND UPGRADING PROGRAMS**

- 27.01 For employees who have passed a probationary period, and where the City does not provide re-certification opportunities using in-house staff, the City will pay half the cost of any required CPR, first aid, aquatic or aerobic fitness re-certification that the employee requires to perform the duties of a position in which he/she is currently scheduled.

Effective January 1, 2010 this rate will be increased to seventy-five percent (75%) of the cost for re-certification.

Effective January 1, 2011 this rate will be increased to one hundred percent (100%) of the cost for re-certification.

27.02 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 for 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.

### **Pay Rate**

27.03 Employees who attend training given by the City that is a requirement of their job will be paid the relevant job classification rate of pay for the period of said training.

## **LETTER OF INTENT EDUCATIONAL OPPORTUNITY**

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

## **Article 28 SCHEDULING**

28.01 The parties acknowledge and agree that it is a joint responsibility to provide quality services and programs that meet the needs and requests of the communities that the Parks, Forestry and Recreation Division serves. The City and Local 79 are mutually concerned with respect to fairness and reflection of seniority in scheduling.

28.02 Where the employer determines that the requirements and efficiency of the operations of the identified activity and/or program will permit, the employer shall, upon establishing program work schedules, give consideration to employees with the greatest length of seniority, past performance and qualifications.

28.03(a) It is the employee's responsibility to notify his/her Community Recreation Programmer or his/her designate, at least two (2) calendar weeks prior to the season commencing if there are scheduled shifts for which he/she is unavailable to work. If the absence is approved, the City will arrange for relief staff. The request will not be unreasonably denied.

If an absence is approved, during the season, it is the employee's responsibility to arrange for a substitute approved by the Community Recreation Programmer or his/her designate, from the relief list.

### **Reporting of Illness/Absence Procedure**

28.03 (b) If the employee is unable to work due to illness or other unavoidable circumstances, the employee must notify the City three (3) hours before their start time, unless not reasonably possible, and the employer will offer the relief work to an available qualified employee from the list.

i) Where an Employee has reported an unplanned absence due to illness or other unavoidable circumstances prior to the start of his/her work day or shift, he/she will only be required to make a single phone call to each workplace where he/she has been scheduled to work 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 also required to give notice 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.

ii) In any instance where an employee is able to return prior to the stated return date, he/she will provide his/her supervisor or designate by 3:00 p.m. the day before that he/she will be returning on the following day.

iii) In any instance where an employee requires an extension of his/her absence, such employee shall report as per (i) above.

28.03(c) In order to offer relief work, the employer shall keep lists by function, showing the qualified employees available for work. The lists shall include only the names and phone numbers supplied by the employee for this purpose.

28.03(d) Where the employer determines that the requirements and efficiency of the operations of the identified activity and/or program will permit, the employer will take into consideration seniority when scheduling relief work. This obligation is conditional upon the availability of the appropriate seniority lists.

28.04 Where an employee reports for regularly scheduled work or for relief work and no work is available, the employee shall be given alternate work or paid in accordance with clause 10.02(a).

28.05(a) It is the responsibility of each employee to provide notice to the division when he/she first becomes qualified to deliver a particular program for which he/she wishes to be offered work. Employees may make themselves available for work in as many programs as they have qualifications.

- 28.05(b) It will be the responsibility of the employer to maintain a record of each employee's qualifications. Each employee will have ready access to his/her file to verify this information.
- 28.06 Each employee shall provide the employer with his/her most recent address and telephone number to be used.
- 28.07 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.

**Recreation Program Area Re-Organization**

- 28.08 If the Parks, Forestry and Recreation Division re-organizes the Program Areas/Districts during the term of the Collective Agreement, the parties will meet to discuss the ramifications for the scheduling of work for the Recreation Workers' Part-Time Unit.

**LETTER OF INTENT  
EMPLOYEE NOTIFICATION IN THE EVENT OF EMERGENCY CLOSURES**

Within thirty (30) days following ratification, the City agrees to meet with Local 79 to develop a communication strategy to notify affected employees under this Collective Agreement, in the event of an emergency facility closure within the Parks, Forestry and Recreation Division.

**Article 29  
NOTICE OF CONTRACTING OUT**

- 29.01 Prior to contracting out any work, now performed by employees, the City shall, where practicable, provide eighty (80) calendar days written notice to Local 79 and, where Council approval is being sought, provide said notice prior to the Division concerned forwarding its final recommendations regarding the contracting out to the appropriate Committee of Council. Such notice shall be for the purpose of allowing Local 79 to make any representations it wishes to the Division involved and the appropriate Committee of Council. Any representations shall be made promptly and in any event within eighty (80) calendar days of giving of such notice.

The written notice pursuant to the above shall contain an invitation from the Division involved to meet within ten (10) working days for the purpose of discussing the proposed contracting out. In addition, the Division shall upon the request of Local 79 provide cost information, the reasons that have led to the decision to recommend the contracting out of the work and any other pertinent Divisional information with respect to the proposed contracting out to Local 79.

**Deletion of Position/Classification**

- 29.02 The City will provide Local 79 with at least thirty (30) calendar days written notice prior to proposing to delete any position or job classification in the Bargaining Unit. Said notice shall contain an invitation from the Director Employee and Labour Relations to meet within ten (10) calendar days for the purpose of discussing the proposed deletion. Information pertinent to the proposed deletion shall be made available to Local 79.

**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 30  
JOB POSTINGS**

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

- 30.01(a) 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 A).
- 30.01(b) If the employee is successful in his/her application for promotion and/or appointment a seniority date shall be struck in the new unit on the following basis: the employee's accumulated aggregate hours in this unit will be divided by 2,080 to determine the equivalent full-time service. This service and seniority will then be back-dated from the effective date of promotion and/or appointment to give a struck seniority date.
- 30.01(c) Should a reversion be necessary or requested by the employee, the employee will be reverted to his/her former position in the Recreation Workers' Unit if the position has not been filled in the interim period. If the position has been filled in the interim, the City shall place said employee in a position in the Recreation Workers' Unit for which he/she is qualified provided such is available.

The employee shall be credited with the service standing to his/her credit at the time of reversion, including the service earned in the Local 79 Full-Time Bargaining Unit, immediately prior to such reversion. Such service shall be designated as the employee's seniority consistent with the provisions of Article 16 of the Local 79 Recreation Workers' Unit Collective Agreement.

### **Part-Time Employment Opportunities**

- 30.02 Employees who are interested in being considered for an existing or a newly created part-time position within the Recreation Workers Part-Time Bargaining Unit may do so through the Expanded City Wide Scheduling Pilot Procedure. Opportunities for any newly created positions will be identified on the City's website.
- Every effort will be made to ensure that the newly created positions are identified on the City's website in sufficient time before forms are required to be returned to the City as part of the Expanded City Wide Scheduling Pilot Procedure.
- 30.03 Employees who are interested in being considered for a part-time position in another Local 79 Part-Time Bargaining Unit, may apply to externally posted part-time positions through the City's external website.
- 30.04 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.
- 30.05 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.

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

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

- Length of time that a member of this unit can be in a temporary full-time assignment;
- Appropriate compensation/benefits for an employee in a temporary full-time assignment;
- Terms and conditions for reversion to the part-time unit;
- Temporary assignments by seniority.

If the parties are able to agree on a new practice then the parties will also consider the applicability of the new practice in the Scheduling Pilot Project.

### **Article 31 NO STRIKE OR LOCK-OUT**

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

### **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  
DESIGNATES**

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

**Article 34  
PLURAL**

- 34.01 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 35  
CHANGE OF ADDRESS**

- 35.01 Every employee shall notify his/her Supervisor or his/her designate of any change in address, telephone number or emergency contact by completing the applicable form provided by the Supervisor or his/her designate within two (2) weeks of the change.

Emergency contact numbers shall only be used in case of emergency.

**Article 36  
LETTERS OF INTENT**

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

**Article 37  
PRINTING OF THE COLLECTIVE AGREEMENT**

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

- 37.02 The City shall post seniority lists, a list of officers and stewards of Local 79 and the Collective Agreement on the City of Toronto Intranet as soon as reasonably possible following ratification.

- 37.03 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 38  
EMPLOYMENT EQUITY**

- 38.01 The City and Local 79 acknowledge that employees should be provided with fair and equitable access to employment opportunities and in this regard the parties agree that they shall continue to discuss employment equity issues. Priority items shall include, but not be limited to:
- (a) City Wide promotion system;
  - (b) Increasing the range of opportunities for permanent jobs;
  - (c) Ensuring access to employment opportunities for all employees of the City;
  - (d) Promotion as opposed to alternate rate;
  - (e) Improving training and development opportunities for all employees;
  - (f) Career planning;
  - (g) Recognizing equivalents to academic credentials; and
  - (h) Career-related leaves and educational opportunities.

**Article 39  
LABOUR MANAGEMENT COMMITTEE**

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

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

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

**Labour-Management Sub-Committees**

- 39.02 The parties agree that from time to time the establishment of sub-committee(s) may be necessary. In addition to the sub-committee currently in place for the Parks, Forestry and Recreation Division (Recreation and Leisure Branch), the parties agree to establish additional sub-committees within thirty (30) days of ratification, where warranted and by mutual agreement.

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

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

**Article 40  
MODIFIED WORK PROGRAM**

40.01 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 41  
EMPLOYEE BENEFIT PLANS**

**Extended Health Care and Dental Benefit**

The City shall provide employees with access to an Employee Benefit Plan as follows:

41.01 (a) The plans that are available as described in the full-time agreement and as amended below, shall be available to employees who prior to November 1<sup>st</sup> in the last twelve month period (November 1 to October 31) have completed one thousand and six hundred (1600) paid hours, with the employee paying fifty percent (50%) of the premiums. Employees must re-satisfy this criteria on each subsequent year in order to continue to qualify for these benefits.

(i) Extended Health Care Benefits as per the Full-Time Collective Agreement, excluding the following:

- (A) out of country emergency medical coverage
- (B) semi-private hospitalization coverage
- (C) orthotics/orthopedic shoes
- (D) private duty nursing
- (E) paramedical services (e.g. licensed physiotherapists, psychologists, masseurs, speech therapists, osteopaths or podiatrists/chiroprodists, or chiropractors)

(ii) Dental Care Plan as per the Full-Time Collective Agreement, excluding the following:

- (A) orthodontics
- (B) caps/crowns
- (C) fixed bridges/bridgework
- (D) gold fillings
- (E) inlays/onlays

**Group Life Insurance**

(iii) The City shall provide Optional Group Life Insurance through a contract with an insurer selected by the City, up to a maximum of two hundred thousand (\$200,000) dollars for the employee and/or two hundred thousand (\$200,000) dollars for the employee's spouse, with evidence of insurability. The employee shall pay one hundred percent (100%) of the premiums.

(iv) 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 41.01(a)(iii). The Optional Group Life Insurance for spouses 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.

41.01(b) For the purpose of Article 41 (Employee Benefit Plan) only, "hours worked" shall include time off while in receipt of a Workplace Safety and Insurance Award.

**Notification of Eligibility**

41.02 Each year, prior to December 1<sup>st</sup>, eligible employees will receive notice from the City that:

- i) they are eligible to enroll in the health and dental benefit plan;
- ii) they may continue enrolment in the health and dental benefit plan;
- iii) they may choose to end their enrolment in the health and dental benefit plan; and
- iv) they shall pay their premiums through payroll deduction. However, employees who intend to begin an inactive period of employment may provide post-dated cheques to the Finance Division.

Such notice will include the monthly premium required for the following calendar year to cover such benefit plan.

41.03 The employee must return the form to the City indicating his/her choice of coverage/non-coverage, by the date indicated on the notice. The City shall ensure that such employee will have ten (10) working days to respond. Failure to do so will result in termination of benefit coverage where that employee was formerly covered.

41.04 If the employee elects to participate (or continue coverage), coverage will begin January 1<sup>st</sup> of the next year and the applicable premium deduction will commence in the first pay period ending in that month.

**Change of Marital Status, Dependant and Address**

41.05(a) Notwithstanding the once per year opt in/out period, employees may at any time during the year change their benefit coverage from single to family and vice versa. Such changed coverage will be effective immediately, along with the resultant change in benefit premiums.

41.05(b) Each employee shall report any changes in marital status or increase or decrease in dependants without delay.

41.05(c) It is the responsibility of every employee to notify the City promptly of any change of address.

**Arrears**

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

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

41.06(c) When the employee returns to work he/she must reimburse the City for his/her share of the premium cost in arrears if such arrears are not otherwise cleared. The City shall advise the employee in advance of any schedule of recovery in advance of implementation of recovery of said arrears. The recovery schedule shall not exceed the

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

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

### **Termination of Benefit Coverage**

- 41.07 Notwithstanding the provision of post-dated cheques as required in clause 41.06(a) above any employee who has not worked for six (6) continuous months shall have his/her benefit coverage terminated.

- 41.08 Should the employee's employment terminate with the City, benefit coverage will be terminated as of the last day of employment.

### **Benefit Monitoring Committee**

- 41.09 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**

- 41.10 The City shall provide a copy of the benefit plan book and 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 proofreading and comment prior to its distribution to employees.

### **Change of Carrier**

- 41.11 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 benefits levels.

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

- 41.12 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.

### **Benefit Representative**

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



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

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

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

Dear Anne Dubas:

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

"It is recommended that:

- (1) a working group, comprised of the following, be established to develop Terms of Reference and a process for the selection of a benefits carrier for City of Toronto employees:
  - two members of Council to be appointed by the Mayor
  - the Chief Financial Officer and Treasurer;
  - representatives from the office of the Chief Administrative Officer
  - one representative each from the following 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 42**  
**LEGISLATIVE CHANGE**

42.01 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 43**  
**POLICE CHECKS**

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

**Article 44  
CITY OF TORONTO POLICIES**

**Access To City Of Toronto Policies/Programs**

- 44.01 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.
- 44.02 The parties agree to continue to append the following:

Employees Seeking Election to Political Office  
Family Medical Leave  
First Aid, Parks Forestry and Recreation  
Leave without Pay Policy  
Military Service Policy  
Protective Equipment, Protective Clothing and Wearing Apparel  
Request for Parking for Employees with a Disability procedure document  
Working Alone Safely  
Workplace Violence

**Article 45  
TECHNOLOGICAL CHANGE**

- 45.01 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.
- 45.02 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.

45.03

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  
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  
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 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 the other party within sixty (60) working days notice of its wish to terminate said committee and if requested, shall meet prior to the actual termination.

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

**LETTER OF INTENT  
JOINT COMMITTEES**

Where an Article, clause or Letter of Intent in any of the Local 79 Collective Agreements makes reference to a committee that will address matters which are applicable to 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 issuance of the Interim Award dated August 22, 2002.

**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 work may be adversely affected by amalgamation or restructuring. For this reason, the parties agree to establish a special Amalgamation and Restructuring Impact Committee within sixty (60) days of issuance of the Interim Award dated September 24, 2002 for the purpose of assisting employees.

If, as a direct result of either the amalgamation or restructuring, changes are made, such as but not limited to the place of work, hours of work or leave of absence situation applying to an employee before

amalgamation and those changes cause hardship by adversely affecting the 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. Local 79 members on the Committee will be paid for time worked on the Committee on the basis of the formula determined under the Letter of Intent, "Pay Rate and Hours of Pay for Paid and Unpaid Leaves of Absence for Union business".

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.

**LETTER OF INTENT  
SICK TIME COVERAGE**

The parties agree to meet not more than six (6) months following ratification to develop a sick time plan for employees covered by this agreement. Part of the discussions would involve a phase-in period should the parties decide to implement such a plan.

**LETTER OF INTENT  
EMPLOYEE ASSISTANCE PROGRAMS**

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  
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**

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**  
**SPACE FOR WAGE HARMONIZATION AND JOB EVALUATION**

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

**LETTER OF INTENT**  
**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**  
**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**  
**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**  
**MOVEMENT BETWEEN BARGAINING UNITS**

The parties shall meet within ninety (90) days of ratification of the Collective Agreement to discuss the process of movement from one Local 79 Part-Time Bargaining Unit to another Local 79 Part-Time Bargaining Unit.



## Appendix A

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

### Article 15 - JOB POSTINGS (FULL-TIME COLLECTIVE AGREEMENT)

- 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 "B"

**TRIAL SCHEDULING PROJECT PROCEDURE  
RECREATION WORKERS UNIT  
JUNE 2, 2003**

|  |                                       |
|--|---------------------------------------|
| <b><u>Applicable Area:</u></b>           | South District                        |
| <b><u>Start of Pilot Project:</u></b>    | Fall Program, 2003                    |
| <b><u>Date of Seniority List:</u></b>    | April 20, 2003                        |
| <b><u>Duration of Trial Project:</u></b> | Fall Program, 2003                    |
| <b><u>Assessment Meetings:</u></b>       | Monthly meetings starting mid October |

Each returning employee in the South District will indicate in writing on the appropriate forms that will be provided, the following:

1. If they wish to return to the same program and location that he/she worked at in the fall program of 2002
2. If they wish to be considered for remaining available regularly scheduled work in the same program at the same location
3. If they wish to apply for remaining available regularly scheduled work in either the same program at a different location, or a different program at any location.
4. What their qualifications are to teach all programs they wish to be considered for.
5. What their availability is for times, days, programs and locations in the South District.
6. A process to confirm that employee aggregate hours are correct (employees only indicate if their hours are incorrect).

**REGULARLY SCHEDULED WORK**

**Part A**

Returning employees shall be given first right of refusal for regularly scheduled work in the same program at the same location previously worked.

If a returning employee's program is relocated, the returning employee shall be given first right of refusal for said work.

(E.g.: Basketball instructor at Beaches C.R.C. in the fall program of 2002 would get first rights to the basketball instructor position available in the fall program of 2003).

**Administrative Action:**

- Develop joint returning employee letter/package with Local 79 and City
- Centre's Community Recreation Programmer to distribute Returning Employee Form to appropriate staff by June 27/03 and track return
- Returning employees to return Forms by July 18/03
- Confirmation of Employment sent to appropriate staff by August 11/03

- Record if staff accepts position or not. If not Centre's Community Recreation Programmer determines remaining vacant positions. Move to Part B.

## **Part B**

Returning Employees who have completed 1,040 hours (probationary period) and who have worked in the Fall program of 2002 at the same location shall be given first right of refusal for the remaining regularly scheduled work at that location subject to his/her availability, and qualifications. Where more than one employee is available and qualified, seniority shall be the determining factor.

(E.g.: Still have a vacancy for a basketball instructor at the Beaches C.R.C. so we now look to the staff who have worked the previous season (fall program of 2002) in that location who are available, qualified and have completed 1,040 hours as at April 20, 2003. If more than one employee is available, qualified and has completed 1,040 hours, the most senior is offered the position).

### **Administrative Action:**

- Seniority list for the purposes of this project
- Availability and qualifications of returning employees who have completed 1,040 hours
- Community Recreation Programmer to offer/assign remaining regularly scheduled work
- Confirmation of employment sent to appropriate staff by August 18/03
- Record if staff accepts the position or not. If not, Community Recreation Programmer sends list of remaining vacant positions, qualifications of such positions to South District Manager/Supervisor

## **Part C**

Returning Employees who have completed 1,040 hours and have worked in the Fall program of 2002 in the South District shall be given first right of refusal for the remaining regularly scheduled work in the South District subject to his/her availability, and qualifications. Where more than one employee is available and qualified, seniority shall be the determining factor.

(E.g.: Still have a vacancy for a basketball instructor at the Beaches C.R.C., so we now look to the staff who have worked the previous season (fall program of 2002) in the South District, who are available, qualified and who have completed 1,040 hours as at April 20, 2003. If more than one employee is available, qualified and completed 1,040 hours, the most senior is offered the position.)

### **Administrative Action:**

- Seniority list for the purposes of this project
- Availability and qualification of returning employees who have completed 1,040 hours
- South District Community Recreation Programmer to work with Supervisors/Managers to assign remaining regularly scheduled work
- Confirmation of employment sent to appropriate staff by August 29/03
- Record if staff accepts position or not. If not, identify all remaining vacant positions and qualifications of such positions. Move to Part D.

## **Part D**

After all returning employees covered under Parts A, B and C have been scheduled, employees with less than 1,040 hours accrued will be scheduled for remaining regularly scheduled work based upon qualifications and availability within the South District.

(E.g.: Still have a vacancy for a basketball instructor so we consider staff within the South District who are



available and qualified but have not accrued 1,040 hours).

Administrative Action:

- Record if staff accepts position or not. If not, move to Part E.

### **Part E**

After all employees covered under Parts A, B, C, and D have been scheduled, employees covered by the Recreation Workers Collective Agreement, will be scheduled for remaining regularly scheduled work based upon qualifications and availability within the City of Toronto.

(E.g.: Still have a vacancy for a basketball instructor, we consider staff within the City of Toronto who are available and qualified).

Administrative Action:

- Record if staff accepts position or not. Move to Part F.

### **Part F**

After all employees covered under Parts A, B, C, D and E have been scheduled, new hires would be considered for remaining regularly scheduled work based upon qualifications.

### **RELIEF WORK**

1. Relief Work will be offered to the most senior, qualified, available employee who has passed their probationary period as of April 20, 2003 and works at the location where the relief work is available.
2. If the Relief work is still available, it will be offered to the most senior qualified, available employee who has passed their probationary period as of April 20, 2003 and works in the South District.
3. If Relief Work is still available it will be offered to employees with less than 1,040 paid hours accrued as of April 20, 2003 in South District based upon qualifications and availability.

**Note:** In order for work to be considered “Relief Work” for scheduling purposes, it must be in accordance with Article 28.03 (c) “...employees are required to notify the City three (3) hours before their start time...”. This is to address circumstances where the City may not be able to administer the above procedure due to short notice of absence or inability to locate qualified available staff. Program operations take precedence.

**Administrative Action:**

- Each facility will maintain an availability list of qualified staff who has passed their probationary period as of April 20, 2003 in seniority order. Relief work shall be offered to the most senior employee from said list who is qualified and available at that location. If relief work is still available;
- The South District will maintain an availability list of qualified staff who has passed their probationary period as of April 20, 2003 in seniority order. Available work will be offered to the most senior employee from said list who is qualified and available in the South District.
- Each facility will maintain a record of all relief work offered.

**Note:** The City shall provide the union with a copy of the seniority list for the purpose of this project on a quarterly basis.

**ASSESSMENT**

At the end of the season, all part-time staff, Community Recreation Programmers, supervisors, and managers will be asked to provide feedback by way of a questionnaire in order to provide written comments and/or suggestions. The responses will be provided to the committee to assist the parties in evaluating the trial project.

At the end of the fall program, the committee shall meet to assess the trial-scheduling project, and amend where necessary as agreed to by the parties.

During the fall program an e-mail address, as well as a hot line number will be available for employees to provide feedback on an on going basis. The committee will have access to this information in order to provide follow-up.

The committee will jointly review any relevant documents used in scheduling work at the end of the seasonal program to assist in assessing the trial scheduling project, as well as during the program to assist in resolving any issues that may arise.

**SENIORITY**

Actions undertaken by both the Union and the Employer with respect to all Seniority matters and the calculation of an employee's Aggregate Hours for the purpose of this Trial Scheduling Project, is without prejudice for precedent to any right under the Collective Agreement and any Grievances both active or filed in the future.

Entered into this 2<sup>nd</sup> day of June, 2003 on behalf of:

**THE SUB-BARGAINING COMMITTEE,  
SCHEDULING PILOT PROJECT  
SOUTH DISTRICT  
OF THE CITY OF TORONTO**

**THE SUB-BARGAINING COMMITTEE,  
SCHEDULING PILOT PROJECT  
SOUTH DISTRICT  
OF THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 79**

(Signed) \_\_\_\_\_  
Brian Phillip

(Signed) \_\_\_\_\_  
Ann Dembinski

(Signed) \_\_\_\_\_  
Dina Carrescia

(Signed) \_\_\_\_\_  
Kathleen Figueroa

(Signed) \_\_\_\_\_  
Donna Kovachis

(Signed) \_\_\_\_\_  
Zoriana Aronec


(Signed) \_\_\_\_\_  
Carol Chavez

(Signed) \_\_\_\_\_  
George Alexopoulos



## 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 may not be exhaustive of employee's entitlements. It is appended hereto for information purposes only.

|  |   |
|--|---|
| <p>Human Resources Policies<br/> <b>Local 79 Protective Equipment, Protective Clothing and Wearing Apparel</b></p> <p>Category: <b>Protective Clothing and Wearing Apparel</b><br/> Sub-Category: <b>General</b></p> |  |
|--|---|

### 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

### **Specific Requirements**

#### *Head protection*

- Head protection appropriate to the hazard will be provided to employees where the hazard of head injury exists.
- Damaged headwear shells or inner cradles must be promptly replaced.
- Even in the absence of visible damage and deterioration, headwear shells and inner cradles should be replaced at the frequency outlined in the manufacturer's instructions.
- Alterations to the protective headwear provided by the manufacturer are not permitted.
- Winter hardhat liners will be provided to employees who are required to wear hardhats and who work outdoors in winter.
- Management is prepared to consider hard hats with wide brims but will provide information to the Wearing Apparel Committee on the following concerns for further discussion:
  - it is confirmed that they do not result in significantly greater weight
  - their advantages exceed their disadvantages, from a health and safety perspective
  - they present no operational impediment
  - it is confirmed that they can accommodate all currently-issued personal protective equipment, and
  - it is agreed that, if selected, they will only be issued when hard hats are next needed

#### *Hearing protection*

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

#### *Eye protection*

- Employees who are at risk of eye injury will be provided with and required to wear eye protection devices appropriate to the hazard, e.g. goggles, face shields, visors, approved safety glasses.
- Operations that may place employees at risk of eye injury include, but are not limited to:
  - Handling hazardous materials or chemicals

- Breaking into lines or equipment which contain, or have contained, hazardous materials or chemicals
- Welding, burning, cutting, chipping, grinding, woodworking, sawing, etc.
- Operating explosive actuated tools, hand-held nailing guns or other power tools
- Operating chain saws or grass cutting equipment
- Working on live electrical installations
- Contact lenses must not be worn in any area or for any job involving chemical eye irritants.
- In accordance with legislative requirements, where a worker is exposed to a potential hazard of injury to the eye due to contact with a biological or chemical substance, an eyewash station will be provided.
- For full time employees who routinely need impact-protective safety eyewear in the performance of their duties and who wear prescription eyeglasses, prescription safety eyewear will be provided.
- All impact-protective safety glasses must have appropriate side shields
- Prescription eyewear will not be provided to seasonal employees. Rather, impact protection will be addressed by the provision of goggles to be worn over the worker's own glasses.
- Prescription eyewear will be replaced every 24 months, if required.
- It is understood and agreed that this provision does not form part of an employee's extended health benefits for vision care.

#### *Parkas/Winter Jackets*

- When parkas/winter jackets are provided to employees, they shall be individual issue, with the exception of freshly-laundered spare parkas made available for Homes for the Aged Support Services employees under the conditions described in Homes for the Aged Support Services Workers' entitlement.

#### *Protective Rainwear*

Note: In some circumstances, rainwear is considered to be protective clothing, i.e., when working in contaminated environments under wet conditions or when working outside for prolonged periods in spring or fall when a combination of wet and cold conditions occur. In other cases, rainwear is considered to be "wearing apparel".

- Rainwear worn in the road allowance must provide the needed visibility to comply with legislative requirements or must be worn in conjunction with a safety vest.
- This rainwear will be replaced, as required, based upon its condition.
- The City shall provide appropriate protective rainwear for those employees required to work outside for prolonged periods in spring or fall when a combination of wet and cold conditions occur.

#### *Coveralls and bib overalls*



- The City shall provide coveralls or bib overalls, as required, based on job function.
- In certain cases, as specified, one coverall/overall may be selected by the employee to replace the issue of one shirt/pant combination.
- The parties agree that the following groups of employees will be provided with one thermal winter coverall/overall when they are at risk of cold stress:
  - Toronto Water - District Operations (including, but not limited to, Water valve crews and construction crews)

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

#### *Hand protection*

- Protective gloves appropriate to the hazard will be provided by the City and worn by employees where, in the course of job duties, hands are exposed to:
  - hazards which can result in abrasions or cuts
  - chemicals (corrosives, solvents, toxic)
  - biological/pathogenic hazards,
  - hot or cold liquids or objects,
  - physical hazards
  - electrical hazards
  - cold weather conditions
  - animal bites
- All disposable medical examination/surgical gloves provided to Local 79 employees will be non-latex.
- All other gloves used by Local 79 employees will be non-latex unless latex is determined to be the most appropriate protection in a particular circumstance.

Clarity Note: It is understood that the transition to non-latex will occur as current stocks are depleted, estimated to be approximately June 2005 for medical examination/surgical gloves.

#### *Hand sanitizer/cleaning agent*

- Hand sanitizer and cleaning agent will be provided in areas where exposure to biological hazards and/or heavy duty soiling warrants their use.

#### *Respiratory protection*

- Respiratory protection appropriate to the hazard will be provided by the City and worn by employees when there will be exposure to or when there is potential to be exposed to harmful dusts, fumes, mists, vapours, gases, biological agents or other inhalation hazards.
- Any respirator provided to a worker for his/her protection must be appropriately fitted.
- Procedures will be developed for cleaning, maintaining, storing

and training in the use of respirators.

#### *Foot protection*

- Protective footwear appropriate to the nature of the hazard and the demands of the job will be provided to employees where foot hazards exist.
- Protective footwear entitlement will be determined using the "Safety Footwear Needs Analysis" form.
- If the Safety footwear Needs Analysis indicates that both summer and winter footwear are required, both types of footwear will be provided.
- Protective footwear will be replaced, as required, based on its condition.
- The City agrees to maintain the existing or equivalent boot truck service at City worksites, with employees having the same procurement rights as now exist.
- Where, because of special size or fitting requirements, or lack of boot truck service, employees cannot obtain safety boots from a boot truck, they shall be given a maximum of one hour of City-paid time to purchase safety boots from City-contracted vendor's stores.

#### *Fall protection and retrieval*

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

#### *Sun and heat protection*

- Workers whose job duties place them at risk of overexposure to ultraviolet radiation from the sun will be provided education regarding the risks and the importance of wearing sunscreen cream, UV-protected eyewear, and wide-brimmed hats and making clothing choices that reduce their exposure to UV.
- For those at-risk employees who choose to wear City-issued sunscreen cream, UV-protected eyewear and/or wide-brimmed hats, the City shall provide such items.
- UV exposure will be a key consideration in the selection of City-issued protective clothing and wearing apparel options
- In some cases, when hard hats are required for the performance of outdoor work, the use of hard hats precludes the need for sun hats.
- Sun umbrellas will be installed and maintained at every outdoor

lifeguard station.

*First aid kits*

- First Aid Kits shall be provided by the City on vehicles and at work locations in accordance with legislative requirements.

*Chainsaw chaps*

- The City shall provide ballistic pants or chaps for employees who are required to use chain saws.

*Personal Floatation Devices*

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

*Insect repellent*

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

*High-visibility clothing*

- Depending on the circumstances, either a safety vest or high visibility clothing will be provided to employees who are likely to be endangered by vehicular traffic
- High-visibility clothing will be provided by the City and worn by employees when it is legislatively required or where required by internal policy.

*Other protective equipment*

- Where job hazards require, appropriate protective equipment such as gas detectors, ice cleats, pot-holders, protective cooks' sleeves, etc. shall be made available.
- If not already issued for operational reasons, cell phones, 2-way radios or other emergency communication equipment will be made available in circumstances in which they are determined to be the most appropriate means of ensuring personal safety. As of April 1, 2005, the City currently provides individual issue cell phones to those working in a number of classifications, including Home Visitors in Children's Services; Environmental Health Officers and Tobacco Enforcement Officers in Public Health; By-law Enforcement Officers in Parks, Forestry and Recreation; Water Revenue Inspectors in Revenue Services, Building Inspection staff in the Building Division and Municipal Licensing and Standards Officers in the Municipal Licensing and Standards Division; By-law Enforcement Officers in Solid Waste ; Works

Inspectors and Development Inspectors in Technical Services; Contract Inspectors, Downspout Disconnect Program Co-ordinators, Emergency Service Inspectors, Engineering Inspectors, and Industrial Waste and Stormwater Quality Enforcement Officers, all in Toronto Water.

- Individuals occupying the classifications: Communicable Disease Investigators; Public Health Nurses; Community Health Officers; Vaccine-preventable Unit Nurses; Social Services Caseworkers who conduct home visits and Home Visitors (Public Health), whenever required to be in the field, shall have cell phones made available to them for personal safety reasons from the City's pool of shared-use cell phones, on request.
  - When requested, the cell phones shall be signed out, with records being kept of user identity and, wherever possible, the daily field itinerary for the person using the phone in order to aid in locating individuals in the event of emergencies.
  - While City supervisors shall not interrogate or otherwise inquire into the reason for the employee's request for the issuance of a cell phone, the employee's supervisor should be encouraged to enter into discussions concerning the possible augmentation of safety precautions, including the possible use of the buddy system or a request for assistance from community police.
  - The issued cell phone shall be used for work-related purposes only and shall be returned in accordance with current practice, i.e., at the beginning of the day following the completion of the field work giving rise to the request.
  - If, upon request, a cell phone is not available, and if the employee making the request is unable to agree to alternative safety measures that may be proposed by the Employer, the employee shall have the right to refuse to perform the field work until such time as the cell phone becomes available, without incurring any penalty, financial, disciplinary or otherwise.
  - While the acquisition of the cell phones is an Employer prerogative, they must be of adequate quality to provide the user with instant communication to the emergency 911 number and/or the appropriate City office number where emergency reports may be received and expeditiously acted upon.
- Some tools issued for operational reasons may also enhance a safe work environment, e.g. flashlights. For the purposes of this policy, such tools are not considered to be personal protective equipment.

#### *Other protective clothing items*

- Aprons, lab coats, shop coats, chemical protection suits, protective clothing for welding, etc. will be provided or made available where hazards exist or when job demands require.

#### *Laundering of Protective Clothing*

- Protective clothing will be laundered as required on the basis of

contamination, e.g., body fluids, hazardous chemicals, wastewater contaminants.

### **Specific Divisional Entitlement to Protective Clothing**

#### **Parks, Forestry and Recreation Division - Urban Forestry: Arborist Technician and Arborist Technician Hydro**

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

#### **Parks, Forestry and Recreation Division - Urban Forestry: Arborist Inspector, Forest Health Care Inspectors, Arborist Foreperson Grade 1**

- 1 high-visibility parka or bomber jacket
- 2 high-visibility short-sleeved shirts with Forestry logo, replaced as required
- 2 high-visibility long-sleeved shirts with Forestry logo, replaced as required
- Safety vest

## **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**

#### **Parks, Forestry and Recreation - Parks: Parks Foreperson**

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

#### **Parks, Forestry and Recreation: By-law Enforcement Officers**

- 5 shirts with reflective striping (crested) initially, 3 annually thereafter UNIFORM
- 5 pairs of pants with reflective striping initially, 3 annually thereafter UNIFORM
- 4-in-1 coat with reflective striping (crested) replaced as required. UNIFORM

- 1 sweater (crested) replaced as required. UNIFORM
- 2 hats with logo, (one ball cap and one toque) replaced as required. UNIFORM
- 1 belt, replaced as required UNIFORM
- 1 tie, replaced as required UNIFORM FOR COURT APPEARANCES

**Parks, Forestry and Recreation: Recreationist and Recreation Coordinator**

- 2 golf shirts annually

**Parks, Forestry and Recreation: Part-time staff – Aquatics Outdoor Employees**

Upon hire and annually until the attainment of 1040 hours:

- 1 shirt (singlet) + 1 additional shirt (singlet) available at 50% of cost UNIFORM
  - 1 shirt (long-sleeved)
  - 1 pair of shorts
- Annual issue after the attainment of 1040 hours:
- 2 shirts (singlet) UNIFORM
  - 2 pairs of shorts
  - 1 shirt (long-sleeved)
  - 1 pair of long pants

**Parks, Forestry and Recreation: Part-time staff – Aquatics Indoor Employees**

Upon hire and annually until the attainment of 1040 hours:

- 1 shirt (singlet) + 1 additional shirt (singlet) available at 50% of cost UNIFORM
  - 1 pair of shorts
- Annual issue after the attainment of 1040 hours:
- 2 shirts (singlet) UNIFORM
  - 2 pairs of shorts

**Parks, Forestry and Recreation: Part-time staff – Building Attendants**

Upon hire and annually until the attainment of 1040 hours:

- 1 golf shirt + 1 additional golf shirt available at 50% of cost UNIFORM
- Annual issue after the attainment of 1040 hours:
- 2 golf shirts UNIFORM

**Parks, Forestry and Recreation: Part-time staff – Outdoor Recreation Staff**

Upon hire and annually until the attainment of 1040 hours:

- 1 T-shirt + 1 additional T-shirt available at 50% of cost UNIFORM
  - 1 pair of shorts
- Annual issue after the attainment of 1040 hours:

- 2 T-shirts UNIFORM
- 2 pairs of shorts

**Parks, Forestry and Recreation: Part-time staff – Indoor Recreation Staff**

Upon hire and annually until the attainment of 1040 hours:

- 1 T-shirt + 1 additional T-shirt available at 50% of cost UNIFORM  
Annual issue after the attainment of 1040 hours:
- 2 T-shirts UNIFORM

**Parks, Forestry and Recreation: Part-time staff – Skating Instructors**

Upon hire:

- Individual issued nylon jacket, replaced as required UNIFORM

**Parks, Forestry and Recreation: Part-time staff – Skating Rink Cruisers/Monitors**

Entitlement immediately upon hire:

- Use of a safety vest UNIFORM

**Parks, Forestry and Recreation: Part-time staff – Facility Maintenance staff (“Rink rats”)**

- 1 individual issued parka, to be replaced as required  
Upon hire and annually until the attainment of 1040 hours:
- 1 T-shirt + 1 T-shirt available at 50% of cost UNIFORM
- 1 pair of pants  
Annual issue after the attainment of 1040
- 2 T-shirts UNIFORM
- 1 pair of pants

**Parks, Forestry and Recreation: Part-time staff – Health Club Attendants**

Upon hire and annually until the attainment of 1040 hours:

- 1 golf shirt + 1 additional golf shirt available at 50% of cost UNIFORM  
Annual issue after the attainment of 1040 hours:
- 2 golf shirts UNIFORM
- 1 track suit

**Parks, Forestry and Recreation: Part-time staff – Ski staff**

Entitlement immediately upon hire:

- A nylon jacket provided by City, with non-cashable damage deposit provided by employee UNIFORM
- Jacket returned by employee at end of season and jackets cleaned between seasons
- Employee may purchase jacket at 50% of cost at end of season



**Parks, Forestry and Recreation - Recreation: Part-time staff – Cleaners**

- 1 individual issued parka, to be replaced as required  
Upon hire and annually until the attainment of 1040 hours:
- 1 T-shirt + 1 additional T-shirt available at 50% of cost UNIFORM
- 1 pair of pants  
Annual issue after the attainment of 1040 hours:
- 2 T-shirts UNIFORM
- 1 pair of pants

**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  
Date Approved**

Canadian Union of Public Employees, Local 79  
August 29, 2006

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

**THE NEGOTIATING COMMITTEE  
OF THE CITY**

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

Jim Vair (signed)

Ann Dembinski (signed)

Catherine Bossuyt (signed)

Tim Maguire (signed)

Brian Philip (signed)

David Kidd (signed)

Christine Basdeo (signed)

Ainsworth Hamilton (signed)

\_\_\_\_\_

Nancy Murphy (signed)

\_\_\_\_\_

Amy Withers (signed)

\_\_\_\_\_

Janet Wright (signed)

Don Styles (signed)  
Assigned CUPE Representative

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

3. Where it is determined that an employee is to be placed under the Full-Time Collective Agreement, the following will apply:
- (a) The employee will be moved to the full-time unit as of the date of agreement in writing that they work full-time and will be entitled to the rights and privileges accorded in the Full-Time Local 79 Collective Agreement, including enrolment in the City's health benefits plan. Enrolment in the pension plan will be in accordance with OMERS regulations.
  - (b) In the first year the employee is moved into the full-time unit his/her vacation will be calculated in accordance with the provisions outlined in the letter to Anne Dubas, dated November 27, 2000 regarding Temporary Employees' Transition from Vacation Pay to Paid Vacation Days. The dates in that letter will be amended, as necessary, to reflect the year the employee is moved into the full-time unit.
  - (c) The employee will have placed to his/her credit, eighteen (18) sick days.
  - (d) Service and seniority will be brought into the full-time unit in accordance with clause 20.06(a) and calculated in accordance with clause 20.06(b).
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 Local79 Part-Time Collective Agreement 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

Ann Dembinski (signed)

Catherine Bossuyt (signed)

Nancy Murphy (signed)

Derek Lue (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  
WAGES AND SALARIES**

**Wages**

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

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

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

**Retroactivity**

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

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

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

Effective January 1, 2011, increase all rates for classifications payable on December 31, 2010, 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.

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 79**

**("Local 79")**

**-and-**

**CITY OF TORONTO**

**(the "City")**

**WHEREAS** Local 79 and the City are currently engaged in collective bargaining for a renewal of the Recreation Workers Part-Time Collective Agreement;

**AND WHEREAS** contemporaneous with the ongoing bargaining, Local 79 and the City are engaged in discussions/litigation on all outstanding issues covering harmonization, job evaluation and pay equity for employees covered by successive Recreation Workers Part-Time Collective Agreements commencing with the Collective Agreement entered into on May 11, 2000;

**AND WHEREAS** the parties have concerns over the impact that the harmonization, job evaluation and pay equity exercise may have on the Memorandum of Agreement – Recreation Workers Part-Time Scheduling Pilot Project (the “Scheduling Pilot MOA”);

**AND WHEREAS** the harmonization, job evaluation and pay equity outcome is not likely to be finalized prior to the completion of bargaining;

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

1. In the event the bargaining process is completed prior to the conclusion of the harmonization, job evaluation and pay equity outcome, Local 79 and the City shall meet within sixty (60) days of finalization of the exercise to review and discuss the impact of the exercise on the collective agreement as it refers to scheduling and employee mobility.
2. In the course of their discussions and review, the parties will consider whether it is appropriate to amend the collective agreement in relation to scheduling and employee mobility.
3. Failing agreement on whether amendments are appropriate, either party may request the appointment of a Mediator to assist the parties in determining whether amendments are appropriate and the content of such amendments. The mediator shall be Kevin Burkett or William Kaplan.
4. Any agreed upon amendments shall be subject to ratification by both parties.

**Article 10  
PREMIUM PAY PROVISIONS**

**Alternative Work**

The City and Local 79 will meet within ninety (90) days of the ratification of the Collective Agreement to discuss the provision of alternative work in clause 10.02(a).

**Article 14  
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 Part-Time Unit B, part-time employees in the Recreation Workers Unit and part-time employees in the Part-Time Long Term Care Homes and Services Unit; 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.

Catherine Bossuyt (signed) \_\_\_\_\_

Ann Dembinski (signed) \_\_\_\_\_

Russ Armstrong (signed) \_\_\_\_\_

**Article 19**  
**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 19.01 (Transportation) to reflect the new non-taxable mileage rate effective the first pay period in the month following such increase.

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

**Article 25  
LUNCH AND REST PERIODS**

**Working Lunch Pilot Project**

The parties agree to a Pilot Project to provide a paid working lunch, at the regular rate of pay, in the following circumstances:

- The Pilot Project will apply City-wide within the Parks, Forestry and Recreation Division;
- The Pilot Project will apply solely to full day camp programs with off-site activities that require a safety ratio (*i.e.* the ratio of staff to participants);
- Staff may elect not to participate in the paid working lunch; and
- The working lunch will be subject to approval by the City where operational reasons have been identified.

Experience with the Pilot Project will be reviewed by the parties on or before December 31, 2010. The Pilot Project may be terminated in writing with thirty (30) days notice by either party.

**Article 27  
RE-CERTIFICATION/EDUCATION, TRAINING AND UPGRADING PROGRAMS**

**In-house Training**

The City acknowledges that there may be part-time recreation employees who wish to access the City's in-house training programs. In order to explore this issue a committee will be set up 90 days following issuance of the Interim Award dated August 22, 2002. The committee will be comprised of two (2) members of management and two (2) representatives of the Local 79 Recreation Unit. The committee's mandate will be to explore the training and development needs of these employees as they are balanced against the City's ability to provide them in a cost-efficient manner given the large membership of the Local 79 Recreation Unit.

**Article 28  
SCHEDULING**

**Recreation Workers Part-Time Scheduling Pilot Project**

**Scheduling – Expanded Pilot Project**

The City and Local 79 are mutually committed to developing an administratively efficient city-wide scheduling system in the Parks, Forestry and Recreation Division, which is reflective of the highly complex and diverse scheduling issues at divisional facilities and program locations, and which considers seniority along with past performance, qualifications and availability, in the scheduling of work for Local 79 members.

A Joint Committee consisting of four (4) Local 79 Recreation unit representatives and four (4) Management representatives will be formed immediately following ratification of the Recreation Workers Part-Time Collective Agreement. Local 79 Committee members will receive their regular rate of pay for all hours spent at Committee meetings. The City shall pay for time spent at committee work outside of Committee meetings, as above, upon pre-approval.

The goal of the Committee will be to develop and implement an expanded city-wide scheduling pilot project in the Parks, Forestry and Recreation Division, based on the scheduling principles and procedures established through the existing pilot project in the South District.

The parties recognize the Division's Recreation Worker hiring strategies, particularly those for at-risk youth. The City commits that the objectives of these strategies are not to create conditions where individuals will perform work of the Bargaining Unit prior to becoming members of the Bargaining Unit nor to displace existing employees.

The City commits to reporting on a regular basis to the Joint Committee on the Division's Recreation Worker hiring strategies particularly regarding those for at-risk youth including any analysis undertaken by the City or other analysis recommended by the Joint Committee.

The Pilot Project in the South District will be maintained without interruption as the expanded pilot is developed and implemented. A copy of the South District Pilot is appended to this Collective Agreement for information.

The target implementation date for the Expanded Pilot Project is the January 2010 program season and will run until December 31, 2011 unless the parties mutually agree to end it earlier than December 31, 2011.

The scheduling system must recognize limitations in existing City information and administrative systems.

The parties agree that a „season' shall include all program activities / work up to the commencement of the following season.

At any point in the joint committee process, either party may ask for assistance of a Mediator. Mediation, if requested by one of the parties, may not commence earlier than January 2010.

Scheduling issues arising out of this Expanded Pilot Project shall not become the subject of a grievance. This does not preclude the Union from filing grievances on other matters arising under Article 28.

Experience with the Scheduling – Expanded Pilot Project will be reviewed by the Committee and its views will be submitted to the General Manager, Parks, Forestry and Recreation, the President of Local 79 and the Director of Employee and Labour Relations prior to December 31, 2011 so that continuation or suggested changes to the Scheduling - Expanded Pilot Project may be considered during the next round of collective bargaining.

## **EXPANDED CITY WIDE SCHEDULING PILOT PROCEDURE RECREATION WORKERS' UNIT**

### **Scheduling Procedure Document**

|   |   |
|---|---|
| <b><u>Applicable Area:</u></b>          | City Wide – Parks, Forestry & Recreation Division |
| <b><u>Proposed Start Date:</u></b>      | January 2010                                      |
| <b><u>Date of Seniority List:</u></b>   | Snapshot Date for Fall, Winter and Spring/Summer  |
| <b><u>Duration of Project:</u></b>      | See Amended Memorandum of Agreement               |
| <b><u>Joint Committee Meetings:</u></b> | Quarterly Meetings Minimum                        |

## **EXPANDED SCHEDULING PILOT PROJECT PROCEDURE**

### **Administrative Procedures**

1. The City will send out three (3) separate mail outs, including an information package and applicable forms, for the Fall, Winter, Spring/Summer seasons, to all active Recreation Workers who have worked in the past twelve (12) months, effective as of the seniority report.
2. Forms must be returned to the Recruitment Coordinator identified on the form by the specified due date.
3. Recruitment Coordinator will forward all relevant forms to each location as appropriate.

**Important Note:** Employees will be advised in the above-noted three (3) mail outs, that if they are not in receipt of wages for any period exceeding twelve (12) continuous months, for reasons other than approved leave of absence, including any leave granted in accordance with statute, he/she will lose his/her seniority.

### **Application Process**

Each returning Local 79 Part-Time Recreation Worker in the Parks, Forestry & Recreation Division will indicate, in writing, on the appropriate forms, by the specified due date established by the City, the following:

1. If they wish to return to the same program/classification and location that they worked at in the previous year and the same session/season. (General Programs -Yellow Form/Aquatic Programs - Blue Form)
2. If they wish to be considered for remaining available regularly scheduled work in the same program/classification at the same location. (General Programs - White Form/Aquatic Programs Blue Form)
3. If they wish to be considered for remaining available regularly scheduled work in either the same program/classification at a different location, or a different program/classification at the same or any other location. (General Programs - White Form/Aquatic Programs – Blue Form)
4. If they wish to be considered for relief work. (General Programs -Yellow Form/Aquatic Programs - Blue Form)
5. Those employees applying for numbers 3 & 4 above must confirm their qualifications, availability (days/times) and locations for all programs/classifications that they wish to be considered for. Resumes are strongly recommended.
6. Subject to the City establishing an electronic process with sufficient capabilities, the City will provide confirmation, acknowledging receipt of forms that were received prior to the established due date.

**Important Note:** Staff who are on an approved leave, or are filling in for an approved leave and Temporary Full-time Assignments, shall be included in the scheduling project and will receive all appropriate information.

### **Regularly Scheduled Work**

#### **Part A - Returning Staff, Same Location, Same Season/Session, Same Classification, Same Shift (General Programs -Yellow Form/Aquatic Programs - Blue Form)**

- Returning employees who have submitted their form by the due date, shall be offered the regularly scheduled work in the same program/classification, at the same location worked in the same season.
- If a returning employee's program is changed by the City (date/time or relocated), the returning employee shall be offered said work.
- If a program is cancelled by the City, (but not due to low registration) the returning employee shall be offered available regularly scheduled work in the same classification or any other classification for which they are qualified at that location, then the Supervisory cluster, then the District.

**Important Note:** For summer aquatic and all camp operations, staff will return to their previous

classification(s) however, by exception, due to operational needs, such as balance of gender requirements and/or level of experience, location and shift(s) are not guaranteed. Upon request, the City shall notify the Joint Committee of each exception and rationale.

**Administrative Actions:**

- Community Recreation Programmer (CRP) records if staff accepts position or not on Recruitment Assessment Form. If not, CRP determines remaining vacant positions.
- Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of the season/session.
- Move to Part B.

**Part B - Increasing hours: Returning Staff, Same Location, Same Classification, Different Shift (General Programs - White Form/Aquatic Programs - Blue Form)**

- Returning employees who have worked in the past twelve (12) months at the same location and in the same program/classification shall be offered the remaining regularly scheduled work, subject to being available, qualified and having had submitted the relevant form by the due date.
- Where more than one employee is available, qualified and has submitted the relevant form, seniority will be the determining factor.
- Assignment of regular shifts will be subject to staff not working in the same classification in excess of thirty (30) hours in one week with the exception of certain seasonal operations. Seasonal operations will be determined by the City and include, but are not limited to, summer aquatics, ice rinks, snow center operations, seasonal camps, registration periods, orientation sessions and school break operations.
- Staff will not be scheduled to work more than forty eight (48) hours in one week or eighty (80) hours in a bi-weekly pay period.

**Administrative Actions:**

- Community Recreation Programmer (CRP) to offer/assign remaining regularly scheduled work, according to the terms of the Expanded Scheduling Pilot Project.
- CRP records if staff accepts position or not on Recruitment Assessment Form. If not, CRP determines remaining vacant positions.
- Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of the season/session.
- Move to Part C.

**Part C - Increasing hours: Returning Staff, Same Location, Different Classification (General Programs - White Form/Aquatic Programs - Blue Form)**

- Returning employees who have worked in the past twelve (12) months at the same location but in a different program/classification shall be offered the remaining regularly scheduled work, in a different classification, subject to being available, qualified and having had submitted the relevant form.
- Where more than one employee is available, qualified and has submitted the relevant form, seniority will be the determining factor.
- Assignment of regular shifts will be subject to staff not working in the same classification in excess of thirty (30) hours in one week with the exception of certain seasonal operations. Seasonal operations will be determined by the City and include, but are not limited to summer aquatics, ice rinks, snow center operations, seasonal camps, registration periods, orientation sessions and school break operations.
- Staff will not be scheduled to work more than forty eight (48) hours in one week or eighty (80) hours in a bi-weekly pay period.

**Administrative Actions:**

- Community Recreation Programmer (CRP) to offer/assign remaining regularly scheduled work, according to the terms of the Expanded Scheduling Pilot Project.
- CRP records if staff accepts position or not on Recruitment Assessment Form. If not, CRP determines remaining vacant positions.
- Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of the season/session.
- Move to Part D.

**Part D - Increasing Hours: City Wide: Returning Staff, Different Location, Any Classification (General Programs - White Form/Aquatic Programs - Blue Form)**

- Employees who have worked in the last twelve (12) months shall be offered the remaining regularly scheduled work subject to being available, qualified and having had submitted the relevant form.
- Where more than one employee is available, qualified and has submitted the relevant forms, seniority will be the determining factor.
- Assignment of regular shifts will be subject to staff not working in the same classification in excess of thirty (30) hours in one week with the exception of certain seasonal operations. Seasonal operations will be determined by the City and include, but are not limited to, summer aquatics, ice rinks, snow center operations, seasonal camps, registration periods, orientation sessions and school break operations.
- Staff will not be scheduled to work more than forty eight (48) hours in one week or eighty (80) hours in a bi-weekly pay period.

**Administrative Actions:**

- Community Recreation Programmer (CRP) to offer/assign remaining regularly scheduled work according to the terms of the Expanded Scheduling Pilot Project.
- CRP records if staff accepts position or not on Recruitment Assessment Form. If not, CRP determines remaining vacant positions.
- Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of the season/session.
- Move to Part E.

**Part E- Late Submission of Forms (General Programs - Yellow or White Forms/ Aquatic Programs - Blue Form)**

- After all returning employees covered under Parts A, B, C, and D have been scheduled; employees whose forms are received after the deadline date, will be considered for remaining regularly scheduled work, subject to their availability and qualifications.
- Late forms will be considered on a first come, first served basis. If late forms are received on the same day, seniority will be the determining factor for work that is still available.

**Important Note:** A late form will only be considered if a job offer has not been made and accepted in parts B, C, D and/or F "New Hires".

- Assignment of regular shifts will be subject to staff not working in the same classification in excess of thirty (30) hours in one week with the exception of certain seasonal operations. Seasonal operations will be determined by the City and include, but are not limited to summer aquatics, ice rinks, snow center operations, seasonal camps, registration periods, orientation sessions and school break operations.
- Staff will not be scheduled to work more than forty eight (48) hours in one week or eighty (80) hours in a bi-weekly pay period.

**Administrative Actions:**

- Community Recreation Programmer (CRP) to offer/assign regularly scheduled work and records if staff accepts position or not.
- Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of the season/session.
- CRP identifies all remaining vacant positions and appropriate qualifications of such positions.
- Move to Part F.

**Part F - New Hires**

- After all employees covered under Parts A, B, C, D, and E, have been scheduled, and no sooner than one week following the deadline for returning employees to submit their forms, new hires will be considered for remaining regularly scheduled work based upon qualifications.

**Administrative Actions:**

- Community Recreation Programmer (CRP) to offer/assign regularly scheduled work and records if the new hire accepts position or not.
- Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of the season/session.

**RELIEF WORK - (General Programs - Yellow Form/Aquatic Programs – Blue Form)**

- Employees who have submitted their form(s) will be considered for relief work.
- Each facility will maintain a list of qualified staff, by classification, in seniority order.
- Relief Work shall be offered to the most senior employee from the appropriate relief list who is available at that location.

**Important Note:** In circumstances where the City is not provided with the three (3) hour notice period in accordance with clause 28.03(b), program operation will take precedence.

- Prior to being placed on a relief list for a location, an employee must complete a Facility Health & Safety Orientation. Requests for orientations shall not be unreasonably denied.
- Assignment of relief shifts will not be subject to the thirty (30) hour limit in the same classification in one week.
- Staff will not be scheduled to work more than forty eight (48) hours in one week or eighty (80) hours in a bi-weekly pay period.

**Administrative Action:**

- When the absence is known in advance the shift owner must complete a Shift Replacement Form identifying who will be backfilling their shift. This form must be authorized by the Community Recreation Programmer (CRP) /Supervisor.

**SENIORITY**

- For the purpose of this project, the City shall provide the Union with a copy of the seniority list at snapshot dates and said snapshot dates will be used for determining seniority for the purposes of administering the scheduling pilot. Snapshot dates will be updated for each season/session.

**ASSESSMENT**

At the end of each season/session, the joint committee shall meet to assess the Scheduling Pilot Project, and if agreed to by both parties, amend forms/procedures, where necessary.

After the City wide rollout, an e-mail address and hot line telephone numbers (City and Local 79) will be made available for employees to ask questions and/or provide feedback on an on-going basis.

The City is committed to providing information relevant to the administration of the Expanded Scheduling Pilot Procedure, including but not limited to forms and schedules. The joint committee will have access to this information in order to provide proper follow-up and will regularly meet after each season/session to resolve any issues that may arise.

**DISPUTE RESOLUTION**

Where a dispute arises regarding the scheduling of an employee, the employee's immediate supervisor will be given an opportunity to discuss and address the dispute. Within twenty (20) working days following the circumstances giving rise to a scheduling dispute, an employee, through a Local 79 Steward / Unit officer, shall request a Dispute Resolution meeting with the supervisor, who shall arrange a meeting within ten (10) working days of receiving the request. The employee shall be accompanied by the Local 79 Steward or a Local 79 member of the joint committee or an available Local 79 representative. Within three (3) working days of the date of the meeting, the supervisor will advise the Local 79 Steward and employee in writing whether the dispute was denied, granted or resolved.

Any unresolved scheduling issues shall be referred to the City-Local 79 Joint Committee to provide an opportunity to discuss and address the dispute.

Any issues arising out of the implementation of the Expanded City Wide Scheduling Pilot Procedure will be referred to the President of Local 79, and the Director, Community Recreation, or their designates who will discuss and resolve the issues.

During the dispute resolution procedure, access to documents and information including payroll records, forms and seniority lists concerning the dispute shall not be unreasonably denied.

**Cancellation Of Programs And/Or Services**

The City agrees to provide Local 79 four (4) weeks notice, wherever possible, of cancellation of programs and/or services for reasons other than insufficient registration/participation, and further agrees to meet within ten (10) days to discuss situations where there may be a significant impact on hours of work available to Local 79 members. Seniority of affected employees will be considered when hours of work have been impacted.

**Article 30  
JOB POSTINGS**

**Temporary Full-Time Assignment Pilot Project**

1. Where it is known that a full-time employee will be absent for a period of three (3) months or more, but less than twelve (12) months, an Expression of Interest shall be circulated in the Parks, Forestry and Recreation Division ("the Division"), subject to operational requirements.
2. Expressions of Interest may include the following information:
  - a) Qualifications and general duties;



- b) Duration of the assignment;
  - c) Location;
  - d) Salary range;
  - e) Hours per week;
  - f) Number of vacancies;
  - g) Contact person; and
  - h) Time limit for receiving applications.
3. Incumbents will be chosen in a fair and transparent manner, in accordance with City policies, and with due regard for operational issues.
  4. Assignments are accepted at the discretion of the employee and can be terminated at the request of either party.
  5. Assignments may be extended beyond the approved term and may be cancelled prior to the end of the approved term.
  6. Exceptional situations will be evaluated on a case-by-case basis.
  7. A list of qualified candidates will be established and will remain in effect for six (6) months. This list may be used to fill any future identical assignments.
  8. Employees will continue to be subject to the terms of the Recreation Workers Collective Agreement for the duration of the assignment.
  9. Any disputes arising out of the implementation and/or application of this Memorandum of Agreement will be referred to the General Manager or his/her designate and the President of Local 79 or his/her designate.
  10. At the request of either party, the parties shall meet every six (6) months to review the Memorandum of Agreement.
  11. This Memorandum of Agreement shall expire on December 31, 2011.

**Article 41  
EMPLOYEE BENEFIT PLANS**

**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 .

**Access to Child Care**

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

### **Correspondence To Local 79**

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

### **Domestic Violence**

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

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

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

### **Bulletin Boards**

Dedicated space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations determined by the City and the Union. Such bulletin boards shall be in areas where employees will have access to them. The Union shall have the right to post notices of meetings and such other notices as may be of interest to its members. Problems may be identified by either party and shall be the subject of discussion.

### **Lump Sum Payment**

1. Employees covered by the Local 79 Recreation Workers Part-Time Collective Agreement, who are not entitled to a Special Payout/Payment in the Local 79 Full-Time Collective Agreement and who are actively employed on November 1, 2009, shall receive a single lump sum payment, calculated in accordance with paragraph 2, to be paid on or before December 24, 2009.
  2. The maximum lump sum payment shall be seven hundred dollars (\$700.00). This payment shall be pro-rated based on all paid regular hours actually worked in the twenty-six (26) pay periods ending immediately prior to the date of ratification of the part-time collective agreements. The pro-ration shall occur based on the 2080 regular annual hours. 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.
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The following Article from the Local 79 Full-Time Collective Agreement is appended hereto for information purposes only.

**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:

- i) All employees who have been approved for or receiving Long Term Disability (LTD) benefits as of the date of ratification of this Agreement will retire at the end of the month in which the employee turns sixty-five (65) years of age and will not be eligible for the benefits outlined in clauses 12.02, 12.03, 12.04, and 12.05 or for LTD benefits after their retirement date.
- ii) Employees who are less than sixty-three (63) years of age when they become disabled will be eligible for LTD benefits until they reach age sixty-five (65).

- iii) Employees who are actively at work and working at sixty-three (63) years of age or older and become continuously ill for twenty-six (26) weeks will be eligible to apply for LTD benefits and will have a third-party medical assessment (performed by the City's benefit carrier) to determine the status of their disability. The assessment process will be consistent with the medical assessment process in place at the time for employees under age sixty-five (65) who are applying for LTD benefits.

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

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

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

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

### **Expedited Process**

12.06(f) In the event that a difference arises relating to the interpretation, application or administration of said procedure clause 12.06(e), the following expedited dispute resolution procedure shall be followed:

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

- (ii) in the event that the matter is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration;
- (iii) if either party refers the matter in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) working days of its referral:
 

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

#### **Change of Marital Status or 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 them to the Memorandum of Agreement. For the most up-to-date version of these and other City of Toronto policies, please log on to the City of Toronto Intranet Website.

Human Resources Policies  
Employees Seeking Election to Political Office

Category: **Absence From Work**



**Policy Statement**

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

**Application**

All City of Toronto employees.

**Definitions**

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

**Conditions**

*Employees seeking election to City of Toronto Council*

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

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

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

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

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

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

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

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

*Employees seeking election to provincial and federal office*

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

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

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

*Employment Status after election*

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

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

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

*Use of corporate resources*

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

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

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

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

**Salary & Benefits**

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

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



***Non-union employees***

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

***Sick pay***

No sick time is accrued during the leave.

***Vacation***

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

***Performance Pay***

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

***Bargaining Unit employees***

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

**Implementation**

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

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

Human Resources Policies  
Family Medical Leave

Category: **Absence From Work**



**Policy Statement**

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

**Application**

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

**Definitions**

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

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

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

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

**Conditions**

**Requirement for medical certificate**

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

of 26 weeks or a shorter period.

#### ***Duration of leave***

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

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

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

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

#### ***Sharing the leave***

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

#### ***Extension of leave***

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

#### ***Subsequent leaves***

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

#### ***Employment Insurance Benefits***

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

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

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

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

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

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

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

### **Examples**

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

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

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

## **Salary & Benefits**

### **Benefits**

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

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

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

### **Pension**

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

these contributions.

***Vacation***

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

***Sick Pay***

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

***Service and Seniority***

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

***Increments and Pay for Performance***

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

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

**Implementation**

***Notifying supervisors***

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

Employees must submit their requests in writing, stating:

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

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

***Information for Payroll***

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

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

### Family Medical Leave.

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

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

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

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

**First Aid Certification for Staff**



|                       |                  |                     |                                   |
|-----------------------|------------------|---------------------|-----------------------------------|
| <b>Date Approved:</b> | October 18, 2002 | <b>Approved by:</b> | Parks and Recreation<br>Directors |
|                       |                  | <b>Source:</b>      | Parks and Recreation              |
|                       |                  | <b>Category:</b>    | Parks, Forestry and<br>Recreation |
|                       |                  | <b>Sub-cat:</b>     | Recreation                        |

**Policy Statement**

All permanent full-time, Seasonal/Recall and Part-time Recreation Workers must have and maintain current first aid. Staff are required to provide proof of certification to ensure First Aid qualifications meet the policy requirements. It is the responsibility of Management Staff to ensure that staff have the required first aid certification as outlined in the chart below.

| <b>STAFF GROUP</b>   | <b>FIRST AID CERTIFICATION</b>   | <b>RECERTIFICATION</b> |
|--|--|------------------------|
| <p><b>Permanent Staff</b><br/>(locals 416, 79,<br/><br/>excluded,<br/><br/>management)</p>   | <p><b>Standard</b></p>   | <p>Every 3 years</p>   |
| <p><b>Seasonal/Recall Staff</b><br/><br/>(locals 416, 79,<br/><br/>casual, seasonal &amp;<br/><br/>recall staff in parks &amp;<br/><br/>facilities</p> | <p><b>Standard</b></p>   | <p>Every 3 years</p>   |
| <p><b>Part-time Recreation Workers</b> (local 79)</p>  | <p><b>Standard-Aquatic</b><br/>staff (not Wading Pool &amp;<br/><br/>Deck Attendants)<br/><br/><b>Standard-Senior</b><br/><br/>P/T Staff</p> | <p>Every 3 years</p>   |

**Emergency** - All other

P/T Staff including deck

& wading pool attendants

\*\*Contact Staff Support Units for WSIB first aid certification equivalents.

**Definitions**

**Senior Part-time Staff** – Part-time staff who have a responsibility for a staff group and program location; i.e. pool manager, camp director, program coordinator, location supervisor

**Standard First Aid** – 2 day course; 16 hrs

**Emergency First Aid** – 1 day course; 8 hrs

**Current First Aid** – First aid certification issued by a WSIB approved agency

**WSIB Requirements**

In accordance with the Workplace Safety and Insurance Board requirements ( WSIB Regulation 1101); "the employer is responsible to ensure that each place of employment employing more than five workers at any one time must have at least one worker (staff) in charge of First Aid. This worker must be the holder of a valid St. John Ambulance Standard First Aid certificate or it's equivalent and work(s) in the immediate vicinity of the First Aid box."

**ADMINISTRATION**

**Permanent & Seasonal/Recall Staff**

First aid certification is part of mandatory training for all permanent full-time and temporary (seasonal/recall) staff and is therefore provided by the city at no cost to the employee. Parks and Recreation will pay for certification costs.

**Part-time Recreation Workers**

First Aid certification for part-time recreation workers is a job requirement and is therefore the responsibility of the employee to secure and pay for certification. Reimbursement for the cost of re-certification is according to the guidelines outlined in article 27 of the Recreation Workers local 79 collective agreement. Staff Support Units will assist in providing staff with information on available courses.

**TIMING & COMPLIANCE**

**All Staff**

All staff must have current First Aid certification according to the chart in this policy.

**Part-time Recreation Workers**

All Recreation Workers must be certified **before** they start work. Only when there are extenuating circumstances such that hiring timelines do not allow staff to be certified by the first work shift, ( i.e. last minute hirings, staff quit and replacements required immediately) Management Staff must ensure that Recreation Staff have part-time staff registered to attend the next available first



aid session. Failure to meet the certification requirements in this policy will result in disciplinary action up to dismissal.

Human Resources Policies  
Leave without Pay

Category: **Absence From Work**



**Policy Statement**

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

**Application**

All employees listed below are eligible for Leave without pay.

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

**Definitions**

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

**Conditions**

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

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

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

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

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

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

The executive director/general manager/division head or designate should evaluate applications on the basis of consistent criteria to ensure employees are treated in a fair and equitable manner. In a situation where a number of employees within the same division or section apply for leave at the same time the executive director/general manager/division head or

designate may need more information to prioritize requests. *Guidelines for Assessing Competing Requests* are included in this policy under the Implementation section.

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

*Return from leave*

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

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

## Implementation

*Guidelines for Assessing Competing Requests for Leaves*

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

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

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

The executive director/general manager/division head or designate may also wish to take the following factors into account when determining priority among competing requests:

- a leave date has been requested to co-ordinate with that of other family members
- a leave date has been requested to provide for a specifically seasonal activity.

If it is not possible to resolve the situation given these factors, it is recommended that an objective criterion such as date of application be used to determine priority.

## Salary & Benefits

*Benefits*

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

*OMERS Pension*

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

*Vacation*

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

*Canada Pension Plan and Employment Insurance*

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

*Sick pay*

No sick pay is accrued during the leave.

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

Human Resources Policies  
Military Service

Category: **Absence From Work**



**Policy Statement**

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

**Application**

All employees listed below are eligible for Military Service leave.

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

**Conditions**

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

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

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

**Salary & Benefits**

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

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

All benefits continue during the leave.

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

**Approved by**

Senior Management Team

**Date Approved**

July 29, 1999

**Revised**

September 30, 2005

**CITY OF TORONTO  
PROCEDURES****Request for Parking for Employees with a Disability**

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

**Procedure**

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

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

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

- **Permanent:**  
An employee in this category will be considered for a parking space upon review of medical documentation by Employee Health and Rehabilitation (EH&R). The employee will not require any further proof of disability.
- **Temporary:**  
An employee in this category will be considered for a parking space for a limited time upon review of medical documentation by EH&R. The employee will be subject to reassessment if extensions are requested.

Applications are available at:

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

**Once your request has been approved the attached form will be completed by EH&R.**



**City of Toronto, Application**

**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)?                                  {}Yes                                  {}No
4. Is this a temporary disability?    {}Yes                                  {}No
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?    {}Yes                                  {}No  
(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  
 Working Alone Safely  
 Policy for Working Alone Safely

Category: **Health and Safety**  
 Sub-Category: **General**



**Policy Statement** The City of Toronto will provide a safe work environment for its employees. In doing so, the City will take all reasonable and practical measures to eliminate or minimize injury or incident risks associated with the nature of the work performed when employees work alone. The intent of this policy is to protect workers from probable risk of injury from health and safety hazards because of working alone. Potential violence hazards that exist for employees who work alone are addressed in the **Workplace Violence** policy.

**Application** This policy applies to all City of Toronto employees.

**Definition** *Working Alone*: to work alone at any time in the shift where assistance is not readily available from a coworker or expected from a member of the public when needed in the normal course of duties or in the event of an injury, illness or emergency

**Responsibilities**

**Management Staff of Divisions will:**

- Communicate this policy and its procedures to employees who work alone
- Conduct a hazard assessment to identify existing or potential hazards related to the nature of the work or the work environment given the circumstances of the work when working alone
- Take all reasonable and practical steps to minimize or eliminate identified injury or incident risks
- In cases where hazards are identified, establish an effective means of communication between the employee and persons capable of responding to the employee's needs
- Consult with JHSCs in conducting hazard assessments, investigating incidents and developing practical steps to minimize or eliminate identified risks
- Conduct further hazard assessments at intervals of time appropriate to the changing conditions and circumstances of the worker's job (e.g., changes in work organization, physical environment or equipment and tools)
- Annually review the effectiveness of the hazard controls and procedures and make improvements as required

**Human Resources Health and Safety Consultants will:**

- Assist management staff to implement this policy, develop divisional procedures, and review the policy and procedures annually



**Joint Health and Safety Committees will:**

- Review the hazard assessment results and provide recommendations to management to reduce and minimize the injury or incident risks
- Participate in critical injury investigations, review injury/accident and incident reports, and recommend corrective measures
- Respond to employee concerns related to working alone and communicate these to management

**All employees will:**

- Maintain a safe work environment and take every reasonable precaution when working alone.

**Occupational Health and Safety Coordinating Committee will:**

- Review annually the effectiveness of the policy and guidelines and make changes as required by consulting with management staff and employee representatives

|                      |   |
|----------------------|---|
| <b>Authorities</b>   | Occupational Health and Safety Act of Ontario (R.S.O. 1990, c. 0.1)<br>City of Toronto Corporate Occupational Health and Safety Policy (1999) |
| <b>Approved by</b>   | Occupational Health and Safety Coordinating Committee (OHSCC),<br>October 30, 2001<br>Executive Management Team (EMT), February 18, 2002      |
| <b>Date Approved</b> | February 18, 2002   |
| <b>Review Date</b>   | December 2003   |

Human Resources Policies  
Workplace Violence

Category: **Health and Safety**  
Sub-Category: **General**



**Policy Statement**

The City of Toronto is committed to working with its employees to provide a safe work environment. The City will not tolerate any acts of violence and will take all reasonable and practical measures to prevent violence and protect employees from acts of violence. Appropriate remedial, disciplinary, and/or legal action will be taken according to the circumstances.

**Definition**

For the purpose of this policy, **Violence** includes but is not limited to:

- Physical acts (e.g., hitting, shoving, pushing, kicking, sexual assault)
- Any threat, behaviour or action which is interpreted to carry the potential to harm or endanger the safety of others, result in an act of aggression, or destroy or damage property
- Disruptive behaviour that is not appropriate to the work environment (e.g., yelling, swearing)

The City's Human Rights and Harassment policy addresses workplace violence related to harassment or intimidation (e.g., behaviours that demean, embarrass, or humiliate and are known or would be expected to be unwelcome).

**Responsibilities**

All employees are responsible for preventing and reporting acts of violence that threaten or perceive to threaten a safe work environment.

**Management Staff of Divisions will:**

- Understand and uphold the principles of this policy
- Communicate this policy and its procedures to all employees
- Conduct workplace violence hazard assessments to determine whether the nature of the work or the work environment places, or may place, employees at risk of violence
- Consult with Joint Health & Safety Committees (JHSCs), assigned Human Resources health & safety consultants, and where appropriate, Corporate Security, in conducting hazard assessments, and develop practical steps to minimize or eliminate identified risks
- Take all reasonable and practical measures to minimize or eliminate risks identified through the hazard assessment process, workplace inspections, or the occurrence of an incident
- Conduct further hazard assessments at intervals of time appropriate to the specific conditions and circumstances of the jobs performed
- Establish a process for reporting, investigating, documenting, and debriefing incidents of violence
- Respond promptly to all reports of violence, address immediately all incidents of workplace violence, and not condone or permit any

behaviour contrary to this policy. Exceptions to this must be clearly defined in the divisional procedures, describing specific behaviours that are unacceptable (e.g., unacceptable behaviours among a specific client group such as young children or clients with developmental, cognitive, or psychiatric disabilities). This exception must be communicated to staff and must not condone physical assaults against staff.

- Ensure that all known incidents of workplace violence are investigated and to the extent appropriate based on the nature of each incident and the actual or potential threat it posed to worker safety:
  - consult with other parties (e.g., Corporate Security, Health & Safety consultants, JHSCs, Employee Assistance, Human Rights office, Toronto Police Services)
  - take all reasonable and practical measures to minimize or address risks identified by the incident
  - document the incident, its investigation, and corrective action taken
- Take all reasonable and practical measures to protect workers, acting in good faith, who report workplace violence or act as witnesses, from reprisal or further violence
- Review hazard assessments annually, or as changes to job responsibilities or environments occur, and revise the assessment as needed
- Review annually, in conjunction with review of hazard assessments, the effectiveness of actions taken to minimize or eliminate workplace violence and make improvements to divisional procedures, as required

**Human Resources Health and Safety Consultants will:**

- Assist management staff to implement this policy, develop divisional procedures, and initiate the annual review the policy and procedures

**Joint Health and Safety Committees will:**

- Review the Workplace Violence Hazard Assessment results and provide recommendations to management to reduce or eliminate the risk of violence
- Review all reports forwarded to the JHSC regarding workplace violence and other incident reports as appropriate pertaining to incidents of workplace violence that result in personal injury or threat of personal injury, property damage, or police involvement
- Participate in the investigation of critical injuries (e.g., incidents that place life in jeopardy, result in substantial blood loss, fracture of leg or arm, etc.)
- Recommend corrective measures for the improvement of the health and safety of workers
- Respond to employee concerns related to workplace violence and communicate these to management
- Participate in the review of the policy and guidelines for continuous improvement

In addition, JHSCs may participate in the investigation of reported incidents that result in personal injury or have the potential to result in injury.

**Occupational Health and Safety Coordinating Committee will:**

- Review annually the effectiveness of the policy and guidelines and make changes as required by consulting with management staff and employee representatives

**All Employees will:**

- Maintain a safe work environment, whenever possible
- Not engage in or ignore violent, threatening, intimidating or other disruptive behaviours
- Report promptly to their supervisor (or the appropriate alternative listed in the attached guidelines) any incident where the employee is subjected to, witnesses, or has knowledge of workplace violence, or has reason to believe that workplace violence may occur

|                      |   |
|----------------------|---|
| <b>Reprisal</b>      | This policy prohibits reprisals against individuals, acting in good faith, who report incidents of workplace violence or act as witnesses. Management will take all reasonable and practical measures to prevent reprisals, threats of reprisal, or further violence. Reprisal is defined as any act of retaliation, either direct or indirect. |
| <b>Authorities</b>   | Occupational Health and Safety Act of Ontario (R.S.O. 1990, c. 0.1)<br>Criminal Code of Canada (1985)<br>Ontario Human Rights Code (R.S.O. 1990, c. H.19, s. 5(1))<br>City of Toronto Corporate Occupational Health and Safety Policy (1999)<br>City of Toronto Human Rights and Harassment Policy (1998)                                       |
| <b>Guidelines</b>    | <u>Guidelines for Implementing the Workplace Violence Policy</u>  |
| <b>Approved by</b>   | Occupational Health and Safety Coordinating Committee (OHSCC),<br>October 30, 2001<br>Executive Management Team (EMT), February 18, 2002  |
| <b>Date Approved</b> | February 18, 2002   |
| <b>Review Date</b>   | December 2003   |