

The Effective Date Of This Collective Agreement Is January 1, 2005 Or Unless Otherwise Stated.

BETWEEN:

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CITY OF TORONTO,
herein called "The City",

OF THE FIRST PART,

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION NO. 79

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 1st, 2005, to remain in force until and including the 31st day of December, 2008, 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 full-time employees of the City of Toronto who may occupy positions set forth in Schedule 1 annexed hereto and forming part of this Agreement, such group of employees being referred to as "the 79 Unit".

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

CLARITY NOTE 2: Employees covered by the following part-time projects shall be included in the bargaining unit described in clause 2.01.

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

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

LETTER OF INTENT
TEMPORARY EMPLOYEES WORKING FULL TIME HOURS ON A SEASONAL BASIS

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

The City and the Union shall meet immediately following ratification to review the status of all temporary employees including those under Clarity Note 3 who work full-time hours for less than a full year to review the feasibility of making them permanent, and where there is agreement of the parties, the City shall make such employees permanent. Any disputes that may arise may be the subject of a grievance at Step 3.

CLARITY NOTE 4: Those employees covered by the former Board of Health for the Borough of East York Collective Agreement with CUPE Local 114 and who, as at the date of ratification of this Agreement, worked a regular weekly schedule of 33 ¾ hours per week are included in the bargaining unit described in clause 2.01 and are covered for all purposes by the main body of this Agreement.

CLARITY NOTE 5: All employees who work full time hours per week for 10 consecutive months of each year shall be included in the bargaining unit described in clause 2.01.

NOTE: Immediately following ratification of this Collective Agreement, the parties will meet to identify those employees and positions who fall under Clarity Note 1, Clarity Note 2, Clarity Note 3, Clarity Note 4 and Clarity Note 5 and mutually agree as to where the employees and positions should fall.

- 2.02 The parties hereto agree that all persons occupying positions in the office of the Mayor of the City of Toronto shall be excluded from this bargaining unit.
- 2.03(a) In this Agreement the word "employee" means a person hired by the City for either the Permanent or Temporary Service for a position which comes within the bargaining unit described in clause 2.01 hereof and who is on the active payroll of the City.
- 2.03(b) A temporary employee is one who is employed for any of the following reasons:
- (i) to replace an employee who is absent for any reason;
 - (ii) to work on a special project or undertaking;
 - (iii) to work on a seasonal basis to meet seasonal needs; or
 - (iv) to meet unexpected and/or peak workload demands.
- 2.03(c) Nothing in the foregoing shall be deemed to prohibit the City from using volunteers provided such volunteers do not perform bargaining unit work and shall not displace any bargaining unit employee.
- 2.03(d) Unless otherwise specified in this Agreement, no employee shall be required or permitted to make written or verbal agreements with the Employer which would conflict with the Collective Agreement.
- 2.04 Whenever the City establishes a new non-union position, the Director of Employee and Labour Relations will, where practicable, provide Local 79 with thirty (30) calendar days written notice prior to the implementation of said position.

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

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

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

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

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

LETTER OF INTENT LONG SERVICE TEMPORARY EMPLOYEES

This will confirm our understanding with respect to temporary employees who have not been appointed to a permanent position.

The Union and the City shall conduct a one time review of all existing assignments filled by temporary employees for the purpose of identifying the length of time that the temporary employee has been employed. Such review will be effective the date of ratification.

Upon completion of the review, any temporary position that has been filled continuously for longer than two (2) years will become a permanent position, unless the position is one to which a permanent employee has a claim or the position is expected to be eliminated in the near future. The most senior qualified temporary employee(s) in the classification within the Division will be offered the position as a permanent employee. In the event that the most senior qualified temporary employee declines, the position will then be offered to the next most senior qualified employee(s) in order of seniority until the position is filled.

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

**Article 3
UNION SECURITY**

- 3.01 It shall be a continuous condition of employment with the City that all employees shall be members in good standing, and that all future employees who come within the 79 Unit shall become members of Local 79 within thirty (30) days from the respective dates of the commencement of their employment with the City and thereafter shall remain as such members in good standing, PROVIDED, that the City shall not be required to discharge an employee who has been expelled or suspended from membership in Local 79, other than for engaging in unlawful activity against Local 79.
- 3.02 The City in respect to each of the employees who is subject to the provisions of this clause shall:
- (i) deduct from each pay of such employee such sums for dues and contributions to Local 79, provided such are to be uniformly levied for not less than six (6) months payable by such employee as the by-laws of Local 79 or minutes of meetings at which any change in such dues and contributions is made, as the case may be;
 - (ii) continue to make such deductions until this Agreement is terminated; and
 - (iii) within one (1) week after making each such deduction, pay the sum so deducted to Local 79.
- 3.03 Local 79 will provide to the City a certified true copy of the section of the by-laws of Local 79 authorizing any such dues and contributions and a certified true copy of the section of the minutes of a meeting at which any change in such dues and contributions is made.
- 3.04 Local 79 will save the City harmless from any and all claims which may be made against the City for appropriate amounts deducted from pay pursuant to clause 3.02 herein.
- 3.05 The City shall provide Local 79, on a biweekly basis, a list of all employees from whose wages union dues have been deducted and, in accordance with the respective pay system report criteria, the union dues amount, the biweekly earnings, the hours worked, and an alternate rate indicator.

**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.

- 3.06 The Executive Director of Human Resources of the City shall forward to the Recording Secretary of Local 79 notice of all appointments, reclassifications, promotions and reversions affecting all employees within the Local 79 bargaining unit and Local 79 may make representations to the Executive Director of Human Resources in this regard.
- 3.07(a) The City will recognize representatives of Local 79 authorized by Local 79 to attend meetings provided for under the Collective Agreement. Local 79 agrees to notify the City in writing in advance of the names of its representatives.
- 3.07(b) Leaves of absence with or without pay to attend to Local 79 business are subject to approval by the City unless the Collective Agreement provides otherwise. Such approval shall not be unreasonably withheld.
- 3.07(c) When meetings are held between Local 79 representatives and the City, the City and Local 79 will make every effort to schedule such meetings in their entirety during their regular

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

**LETTER OF INTENT
INFORMATION REQUESTS**

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

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

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

**Article 4
PROBATIONARY PERIOD**

- 4.01 Notwithstanding anything to the contrary contained in this Agreement, the City shall have the exclusive right to discharge employees within the first six (6) months actually worked, such period to be called "the probationary period" provided that the probationary period may not be completed while the employee is absent and that in no case shall an employee be required to complete more than one (1) probationary period.
- 4.02 Notwithstanding 4.01 above, those employees hired on or before May 11, 2000 will continue to serve the probationary period under the Collective Agreement that they were hired.

**Article 5
NO DISCRIMINATION OR HARASSMENT**

- 5.01 The City and Local 79, their respective servants and agents agree that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship, handicap nor by reason of membership in a labour union, and the City agrees that it will not, either directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, steward, committee member or member at large of Local 79.
- 5.02 In this article, the term "Handicap", as provided in clause 5.01 shall be as defined in the Human Rights Code, R.S.O. 1990, as amended.
- 5.03 The prohibition within clause 5.01, with respect to handicap shall not apply where the requirement, qualification or consideration is a reasonable and bonafide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of their duties of a position by reason of handicap.

Sexual Harassment

- 5.04 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 6
WAGES AND SALARIES**

- 6.01(a) Effective January 1, 2005, the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position as set forth in Schedule 1 annexed hereto and forming part of this Agreement, provided however, that the annual and bi-weekly rate and the hours of work as shown in the said Schedule is to be used only for the purpose of annual estimates and/or information by the various Divisions of the City.
- 6.01(b) Effective January 1, 2006, the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position as set forth in Schedule 1 annexed hereto and forming part of this Agreement, provided however, that the annual and bi-weekly rate and the hours of work as shown in the said Schedule is to be used only for the purpose of annual estimates and/or information by the various Divisions of the City.

- 6.01(c) Effective January 1, 2007, the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position as set forth in Schedule 1 annexed hereto and forming part of this Agreement, provided however, that the annual and bi-weekly rate and the hours of work as shown in the said Schedule is to be used only for the purpose of annual estimates and/or information by the various Divisions of the City.
- 6.01(d) Effective April 1, 2008, the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position as set forth in Schedule 1 annexed hereto and forming part of this Agreement, provided however, that the annual and bi-weekly rate and the hours of work as shown in the said Schedule is to be used only for the purpose of annual estimates and/or information by the various Divisions of the City.
- 6.01(e) Effective December 31, 2008, the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position as set forth in Schedule 1 annexed hereto and forming part of this Agreement, provided however, that the annual and bi-weekly rate and the hours of work as shown in the said Schedule is to be used only for the purpose of annual estimates and/or information by the various Divisions of the City.
- 6.01(9) Effective December 31, 2004, the salaries and wages to be paid to each employee shall conform to the terms of the Harmonization, Job Evaluation and Pay Equity Award issued May 18, 2005.
- 6.01(g) Effective December 31, 2004, Appendix "B" (being the Job Evaluation Program consisting of Schedules "A", "B" and "C") set forth in the Harmonization, Job Evaluation and Pay Equity Award shall be incorporated in and form part of the collective agreement.
- 6.01(h) Effective December 31, 2004 the description and rating of all jobs in the bargaining unit shall be deemed to conform to the provisions of Appendix "B" and the determination of the appropriate description and wage rate for any job created thereafter and for any changes in the content of any job occurring thereafter shall conform to the provisions of Appendix "B".
- 6.01(i) Notwithstanding any provision to the contrary set out in the collective agreement effective the date of issuance of the Harmonization, Job Evaluation and Pay Equity Award, progression through increment levels as set out in the wage rate and classification structure shall conform to the terms of the Harmonization, Job Evaluation and Pay Equity Award.

Increments

- 6.02(a) Employees shall progress through the increment levels as set out in the Wage Schedules unless the Division Head withholds an increment, in which case, the employee shall be advised in writing of the reasons therefore.
- 6.02(b) Increments shall be effective at the beginning of the pay period following the date upon which the increment is effective.
- 6.02(c) An employee's anniversary date for an increment shall not be adjusted as a result of any pregnancy and/or parental leave taken pursuant to clauses 17.03(a) or 17.03(b).
- 6.03 Provided that the Division Head so recommends, a temporary employee who is employed in a position to which a salary range is applicable, shall upon the completion of one (1) year of continuous service in such position, receive the first increment provided in

Schedule 1, in the same manner as a permanent employee in such position in accordance with clause 6.02 and thereafter shall receive annual increments as set out in the said Schedule 1 and clause 6.02.

Alternate Rate

6.04 Subject to clause 6.06, whenever an employee is assigned to perform the regular duties of a higher rated position for at least a full day or shift, he/she shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of sixty-five cents (65¢) per hour, whichever is the greater.

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

6.05 The foregoing alternate rate provisions shall apply to periods during which the employee is absent on paid leave, receiving sick pay in accordance with Article 11 or on paid holidays or on annual vacation, provided such employee has been continuously paid at such alternate rate for at least two (2) months and such qualifying period has not been interrupted by an aggregate of absences on paid leave, sick pay, paid holidays or vacation in excess of fifteen (15) working days prior to such absence on paid leave.

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

6.06 Subject to clause 6.02, where an employee is assigned to perform the regular duties of a higher rated position and actually works sufficient aggregate time to qualify for an increment he/she shall be granted such increment effective the beginning of the pay period nearest the date on which he/she qualifies for such increment. In addition to actual time worked, and pursuant to clause 6.05, all time that an employee is absent on paid leave, receiving sick pay in accordance with Article 11 (Sick Pay) or on paid holidays, or annual vacation shall apply towards an employee's aggregate time in qualifying for an increment.

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

6.07 Where an employee covered by the Local 416 Collective Agreement is assigned on an alternate rate to a position in the Local 79 bargaining unit such employee shall, upon completion of thirty (30) continuous working days in the Local 79 bargaining unit position, become a member of the Local 79 bargaining unit for all purposes for the duration of the alternate rate assignment. Once the assignment is terminated, the employee concerned shall return to the Local 416 bargaining unit.

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

6.09 In the event that an employee's pay has a shortage of seven (7) hours' pay or more and the employee so requests within three (3) working days of the pay date for the bi-weekly pay period in which the shortage occurred, the Employer shall make every effort to rectify the shortage within three (3) working days from the time that the employee first notifies the appropriate payroll services representative.

Recovery of Accidental Overpayment

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

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

**LETTER OF INTENT
ALTERNATE RATE REVIEW**

The City and Local 79 will review on an annual basis (the review date shall be September 1st of each year) all alternate rate assignments where the alternate rate assignment has been continuously filled by one or more employee(s) for a period in excess of thirteen (13) months. For greater clarity "employees" includes a member of any Local 79 or Local 416 Bargaining Unit.

Upon completion of the review, the position into which the employee(s) has been alternate rated, shall be filled as a permanent vacancy in accordance with Article 15, provided that the position is not one to which a permanent employee has a claim or where the alternate rate assignment is expected to be terminated in the near future.

**Article 7
PREMIUM PAY PROVISIONS**

Overtime

7.01(a) Each employee shall be paid at the rate of time and one half for all time worked in excess of his/her regular scheduled work day or work week. It is agreed that employees may be assigned to work:

- i) up to the maximum hours per day permitted under the Employment Standards Act, 2000, S.O. 2000, as amended; and
- ii) up to a maximum of 60 hours per week, except in the case of employees in Toronto Water and Toronto Emergency Services who may work up to a maximum of 80 hours per week.
- iii) It is understood that the maximum number of daily and weekly hours do not apply to hours of work that arise from emergencies or exceptional circumstances.

7.01(b) Subject to there being mutual agreement between the employee and the Division Head an employee may receive compensation for overtime worked in the form of time off in lieu of pay, at the rate of one and one-half (1 ½) hours off for each hour of overtime worked provided that the lieu time accumulated for both overtime work and work on designated holidays as provided in Article 9 (Designated Holidays) does not exceed ninety-six (96) hours at any one time. The ninety-six (96) hours is replenishable.

- 7.01(c) (i) Lieu time taken shall be at the mutual agreement of the employee and the supervisor in accordance with the requirements of the operations. Requests for the lieu time shall not be unreasonably denied.
- (ii) An employee may request to have his/her accumulated lieu time paid out at any time during the year, provided that on each occasion the employee shall make the request in writing to his/her supervisor or designate at least three (3) calendar weeks prior to the pay date on which they are requesting the lieu time to be paid.
- (iii) Any such lieu time which has not been used or scheduled to be used by the end of a calendar year shall be paid out to the employee, unless there is mutual agreement between the employee and his/her supervisor no later than November 1 that the unused lieu time may be carried over to the subsequent year.
- 7.01(d) Overtime shall normally be on a voluntary basis. It shall be offered in order of seniority, to those who normally perform the work in the work location concerned. In the event that there are not sufficient numbers of employees who accept overtime, the employer may assign persons to overtime in the reverse order of seniority to those employees who normally perform the work in the work location concerned.

Call-back

- 7.02(a) Each employee who has completed his/her regular day's work and who has left his/her office, assigned yard or work location and who is called out and reports for overtime work or who is called out and reports for work on other than his/her regular work day, shall be paid by the City as a minimum, the equivalent of four (4) hours pay at his/her regular overtime rate, whether such employee works or not, for each time such employee is called out and reports for overtime work or work as the case may be.
- 7.02(b) Without limiting the generality of the foregoing, the payments referred to in clause 7.02(a) will not be applicable to overtime hours worked in conjunction with an employee's regular scheduled shift.

Stand-by

- 7.03(a) In the event an employee is assigned to stand-by, he/she shall be available for work when called by telephone or paged, and shall receive a minimum of three (3) hours pay at his/her regular straight time hourly rate for each 24 hour period that he/she is assigned to stand-by.
- 7.03(b) If the employee while on stand-by is required to work, all hours so worked shall be subject to overtime rates.
- 7.03(c) In the event an employee is on stand-by and is called into work, he/she shall not be entitled to call-back pay as set out in clause 7.02.

Shift Bonus

- 7.04(a) Each employee of the City coming within the Local 79 Unit who, as part of a regularly scheduled work week works on a shift, any part of which, exclusive of overtime, falls within the hours of 7:00 p.m. of any day and 6:00 a.m. of the next following day, shall be paid for all hours worked on such shift, a bonus of eighty-three cents (83¢) per hour provided that no such bonus shall be paid where premium pay is paid.
- Effective January 1, 2006 this rate shall be increased to eighty-eight cents (88¢) per hour.
- Effective January 1, 2007 this rate shall be increased to ninety-three cents (93¢) per hour.

Effective January 1, 2008, this rate shall be increased to ninety-eight cents (98¢) per hour.

- 7.04(b) Each employee coming within the Local 79 Unit, who works on a regularly scheduled rotating shift shall be paid in addition to the regular wage or salary, a shift bonus of eighty-three cents (83¢) per hour, for each day, afternoon or night shift from time to time worked by such employee as part of a regularly scheduled twenty-four (24) hour, seven (7) day per week rotating shift schedule.

Effective January 1, 2006 this rate shall be increased to eighty-eight cents (88¢) per hour.

Effective January 1, 2007 this rate shall be increased to ninety-three cents (93¢) per hour.

Effective January 1, 2008 this rate shall be increased to ninety-eight cents (98¢) per hour.

- 7.04(c) Each employee coming within the Local 79 Unit, who works a regularly scheduled day shift on a Saturday and/or Sunday shall be paid a premium of eighty-three cents (83¢) per hour for all regular hours worked on that Saturday and/or Sunday, provided the employee is receiving no other premium or bonus pay for hours worked on such day(s).

Effective January 1, 2006 this rate shall be increased to eighty-eight cents (88¢) per hour.

Effective January 1, 2007 this rate shall be increased to ninety-three cents (93¢) per hour.

Effective January 1, 2008, this rate shall be increased to ninety-eight cents (98¢) per hour.

- 7.04(d) Each employee of the City coming within the Local 79 Unit who, as a part of a regularly scheduled work week, works on the afternoon and/or night shift ending on a Saturday and/or Sunday, shall be paid a week-end/shift bonus premium of one dollar and sixty-six cents (\$1.66) per hour for all regular hours worked on such scheduled shift. The weekend/ shift bonus premium shall be in lieu of the provisions of clauses 7.04(a), (b) and (c).

Effective January 1, 2006 this rate shall be increased to one dollar and seventy-six cents (\$1.76) per hour.

Effective January 1, 2007, this rate shall be increased to one dollar and eighty-six cents (\$1.86) per hour.

Effective January 1, 2008, this rate shall be increased to one dollar and ninety-six cents (\$1.96) per hour.

- 7.04(e) Management shall delegate in each Home for the Aged a Registered Nurse to act as "Registered Nurse-in-Charge" of the building for those day, evening, night and/or weekend hours when no manager is in the building. Effective date of ratification, for those hours that the Registered Nurse acts as "Registered Nurse-in-Charge" he/she shall be paid one dollar and seventy-five cents (\$1.75) per hour in addition to his/her regular rate of pay and any other shift premium.

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

Effective January 1, 2006, the rate is to be increased to two dollars (\$2.00) per hour.

Effective January 1, 2007, the rate is to be increased to two dollars and twenty-five cents (\$2.25) per hour.

Effective January 1, 2008, the rate is to be increased to two dollars and fifty cents (\$2.50) per hour.

Compressed Air

- 7.05 All employees working in compressed air shall be paid at the following rates:
- (i) Where air pressure is between normal atmospheric pressure and twenty (20) pounds- fifteen dollars (\$15.00) per day.
 - (ii) Where air pressure is more than twenty (20) pounds - twenty dollars (\$20.00) per day.
- 7.06 The rates specified in clause 7.05 hereof shall be paid if the employee is required to enter the compressed air working area for any portion of a day, but no employee shall be paid more than one (1) day's additional remuneration in a one (1) day working period, when required to enter and leave a compressed air working area on more than one (1) occasion in a one (1) day period.

Judicial Proceedinns

- 7.07(a) An employee who is required to appear in court or who is involved in other legal proceedings beyond his/her regularly scheduled hours of work on matters arising out of his/her employment, shall be paid at the rate of time and one-half for all hours worked beyond his/her regularly scheduled hours of work.
- 7.07(b) It is understood and agreed that the foregoing does not apply to arbitration hearings which are or have been initiated under this Collective Agreement or any predecessor Agreement.

Article 8 HOURS OF WORK AND SHIFT CHANGE

- 8.01(a) The regular hours of Day Workers shall be defined as Monday through Friday and shall commence not earlier than 6:00 a.m. and end not later than 7:00 p.m. and consist of seven (7) or eight (8) hours duration and thirty-five (35) or forty (40) hours per week, as the case may be.
- 8.01(b) Where it is operationally required, the regular hours of a Day Worker may be changed on a temporary basis. If a change in the regular hours of a Day Worker is operationally required on a temporary basis, the employer shall:
- i) request volunteers from all employees with the required qualifications in the classification who normally perform the work in the location, unit or program in the Division (e.g. Municipal Licencing Services – unit, Recreation – location, Flu Clinic – location, Parenting Programs – program, Customer Support /Film – unit);

- ii) if there are insufficient volunteers, the employer shall assign the altered hours to the most junior employee with the required qualifications in the classification who normally performs the work in the location, unit or program in the Division; (e.g. Municipal Licencing Services – unit, Recreation – location, Flu Clinic – location, Parenting Programs – program, Customer Support /Film – unit);
 - iii) provide ten (10) calendar days written notice to Local 79 and the affected employee(s) setting out the change of hours and the duration; and
 - iv) pay employees the shift bonus provided for in clause 7.04.
- 8.01(c) (i) In the event that the requirements in Article 8.01(b) are not met, any work done by a Day Worker outside of the above noted regular hours shall be paid the overtime rate in accordance with clause 7.01.
- (ii) Notwithstanding clause 8.01(b)(iii), where a change of hours of work is caused by an emergency and ten (10) calendar days notice can not be provided, affected employee(s) shall be paid the overtime rate in accordance with clause 7.01 for all hours worked on the first shift outside of the above noted regular hours.
- 8.01(d) Where hours outside of the above noted regular hours are required on a continuing basis, the employer may create a shift including these hours on the giving of at least thirty calendar days' notice. Employees with the required qualifications in the classification who normally perform the work in the location, unit or program in the Division will be asked to work the shift on a voluntary basis. If there are insufficient volunteers, the most junior employee(s) with the required qualifications in the classification who normally perform the work in the location, unit or program in the Division shall be required to work the shift. Employees working these shifts shall be paid the shift bonus provided for in clause 7.04.
- 8.01(e) Notwithstanding anything contained herein, no employee shall be required to work a split shift.

Shift Change

- 8.02(a) Where the regular day, afternoon or night shift of a shift worker is to be changed, the employee shall be given forty-eight (48) hours notice of such change.
- 8.02(b) If the employee is given less than forty-eight (48) hours notice of such shift change, he/she shall be paid at the rate of time and one-half (1 1/2) for the first changed shift worked.
- 8.02(c) If the second changed shift worked would otherwise have been a scheduled day off and it falls within forty-eight (48) hours of the notice of the shift change being given, the employee shall be paid at the rate of time and one-half (1 1/2) for such second shift worked.
- 8.02(d) It is understood and agreed that (a), (b), and (c) do not apply to employees engaged in rink operations or if the change of shift is caused by an emergency.
- 8.02(e) It is understood and agreed that a change of hours within a regular day, afternoon or night shift shall not constitute a change of shift.
- 8.02(f) When an employee's shift is being changed, a minimum of twelve (12) hours shall be scheduled off as a rest period between the end of the "old" shift and the commencement of the "new" shift. If an employee's "new" shift commences during such rest period, she/he shall be paid at the overtime rate for all hours worked on the first shift.

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

Lunch Periods

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

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

- 8.04(b) Employees covered by the former Board of Health for the Borough of East York (CUPE Local 114) Collective Agreement and who opted to retain their six and three-quarter (6 $\frac{3}{4}$) hour paid day with an unpaid lunch break of one and one-quarter (1 $\frac{1}{4}$) hours shall continue to retain that right.

Rest Periods

- 8.05 Each employee coming within the Local 79 Unit shall be afforded rest periods of fifteen (15) minutes during each morning and afternoon at such times and places as may be decided by the Head of the Division, and the rest periods for those employees on shift work shall be during the first four (4) hour and the second four (4) hour periods respectively.
- 8.06(a) Shift schedules that differ from the regular daily or weekly hours of work set out in this Article, may be requested by either party, and provided there is mutual agreement between the parties and, if necessary, approval has been granted by the Employment Practices Branch of the Ministry of Labour, such shift schedules may be introduced on an experimental or continuing basis by the City. Any such agreed upon shift schedules may be terminated by either party giving the other thirty (30) days notice. Consistent with the foregoing, proposed shift schedules which may involve employees in the Local 416 bargaining unit will be discussed with the two Local Unions.
- 8.06(b) The details of the twelve (12) hour shift schedule currently in effect and continuing to be in force for certain employees in the Division of Toronto Emergency Medical Services are set out in Appendix A which forms a part of this Collective Agreement.
- 8.07 Where it is proposed that flexible working hours, staggered hours or a compressed work week be established, the parties shall set up a committee comprised of representatives(s) of the division(s) concerned, Local 79, and Human Resources. The committee shall meet within fourteen (14) calendar days of a request being made. Any agreed to flexible working hours, staggered hours or compressed work week arrangements shall be implemented as soon as practicably possible following such agreement. The parties may also agree to a mechanism for termination of any new flexible working hours, staggered hours or compressed work week arrangements. Variable working hour arrangements shall occur on a voluntary basis.

All previous variable working hours arrangements in place as of the date of ratification of this collective agreement shall continue under their present terms and conditions unless terminated by either party, with fourteen (14) calendar days of written notice. The City

shall provide details to Local 79 of all flexible working hours, staggered hours and compressed work week(s) immediately following ratification.

LETTER OF INTENT
HARMONIZATION OF HOURS OF WORK

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

Article 9
DESIGNATED HOLIDAYS

- 9.01(a) The days to be designated as holidays by the City in each year during the term of this Agreement shall be the following: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).
- 9.01(b) When any of the above named holidays fall on a Saturday or Sunday, (except Remembrance Day), the City shall designate an alternative day as the day of observance of such holiday (alternate day), and it is agreed that any premium payable for working on a designated holiday (alternate day) shall not apply to such Saturday or Sunday. It is understood and agreed that the alternative day(s) so designated may fall immediately before and/or after such Saturday or Sunday, at the City's discretion.
- 9.01(c) In the case of Divisions with seven (7) day operations, when an employee is scheduled to work a shift, the majority of the hours of which fall within the twenty-four (24) hour period of the actual holiday with respect to Christmas Day, Boxing Day, New Year's Day and Canada Day, the holiday premium will apply only to the actual holiday (actual day) and not to the designated day of observance of the holiday (alternate day), it being understood and agreed that in no circumstances will employees working on a seven (7) day operation be paid the holiday premium for both the actual holiday (actual day) and the designated day of observance (alternate day) of that holiday.
- 9.02 Subject to clause 9.02(ii)(B) hereof, each employee,
- (i) who is not required to work on a day so designated as a holiday, shall be entitled to and shall be paid by the City his/her regular rate of pay for each designated holiday not so worked;
 - (ii) who is required to work on a day so designated as a holiday, shall be paid by the City at the rate of time and one-half (1 ½) for time so worked and in addition shall either:
 - (A) be paid for a full day at his/her regular rate of pay, or
 - (B) subject to there being mutual agreement between the employee and the Division Head take a subsequent lieu day off with pay at his/her regular rate, provided that total lieu time taken for both work on designated holidays and overtime worked, as provided in clause 7.01, shall not exceed ninety-six (96) hours at any one time.
 - (C) Employees in Homes for the Aged, other than clerical employees, who are required to work on a designated holiday shall, instead of being paid for a full day in addition to time and one-half (1 ½) receive payment at the rate of time and one-half (1 ½) for time so worked and be given a day off with pay.

- 9.03 Employees in the "Temporary Service" shall be entitled to payment for the designated holidays for which employees in the "Permanent Service" are paid, provided they are employed, or report for work on both the regular working day immediately prior to and the regular working day immediately following the designated holiday concerned.
- 9.04(a) Subject to clause 9.04(b) hereof in addition to the designated holidays set out in clause 9.01, each employee coming within the Local 79 Unit shall be granted two (2) floating holidays in each calendar year which will be taken at a time that is compatible with the operational requirements of the Division in which the employee works.
- 9.04(b) A new employee must complete his/her probationary period with the City as set out in clauses 4.01 and 4.02 before qualifying for the floating holidays.
- 9.05 An appropriate recognition of Remembrance Day will occur in the workplace.

Article 10 VACATIONS

- 10.01(a) Each employee in the "Permanent Service" of the City, and each employee in the "Temporary Service" of the City who is entitled to benefits in accordance with Article 19 of this Agreement shall be eligible for vacation with pay on the following basis:
- (i) following the completion of one (1) year of service – three (3) weeks vacation; provided that upon completion of the first six (6) months of the employee's first year of service, such employee may, if he/she so requests and the Division Head concerned consents, be granted one (1) week's vacation prior to his/her anniversary date and the second and third week at a time after the anniversary date. If the week of vacation is granted and the employee's service terminates prior to completing one (1) year of service, the value of vacation granted shall be recovered from vacation pay due upon termination;
 - (ii) following completion of nine (9) years of service – four (4) weeks vacation;
 - (iii) following completion of seventeen (17) years of service – five (5) weeks vacation;
 - (iv) following completion of twenty-two (22) years of service – six (6) weeks vacation.
 - (v) following completion of thirty (30) years of service – seven (7) weeks vacation in the thirtieth (30th) year only.
- 10.01(b) An employee who has qualified for the three (3) weeks vacation entitlement under clause 10.01(a)(i) shall thereafter be eligible for the annual vacation entitlement after January 1st of each calendar year. Other than what is set out in clause 10.01(c) below, January 1st shall be an employee's anniversary date for vacation purposes in respect of this Article.
- 10.01(c) Employees shall be eligible to receive vacation at any time after January 1st in the year in which increased vacation entitlement occurs provided that the City shall be entitled to recover the value of the increased portion of the vacation taken prior to entitlement where the employee leaves the service other than by death or retirement.
- 10.01(d) (i) Employees shall be entitled to vacation in accordance with the provisions of this Article, provided that where an employee is not in receipt of salary or wages because of sickness or injury for a period of time which exceeds twenty-six (26) consecutive full pay periods, his/her vacation entitlement shall be reduced by 1/26th for each such consecutive full pay period in excess of twenty-six (26).

- 10.01(d) (ii) There shall be no reduction of the vacation entitlement of an employee who takes or is granted pregnancy and/or parental leave pursuant to clause 17.03(a) or 17.03(b) for the duration of such leave.
- 10.01(e) It is understood and agreed that an employee's vacation entitlement in the current year shall be based on his/her service in the previous year.
- 10.02(a) Where an employee in the "Permanent Service", or an employee in the "Temporary Service" who has completed one (1) year of continuous service or one (1) year of aggregate service leaves the service of the City after January 1st in any calendar year and prior to receiving vacation in that year, such employee shall be paid any vacation owing on account of the previous year's service in accordance with clause 10.01(e).
- 10.02(b) Where the anniversary date of such an employee falls earlier in the calendar year than the date on which his/her employment ceases, the employee shall be entitled to receive vacation pay for the period between such anniversary date and the date employment ceases, on the following basis:
- (i) if the employee would ordinarily be entitled to three (3) weeks vacation with pay per year, six percent (6%) of earnings for the period between the employee's anniversary date and the date his/her employment ceases;
 - (ii) if the employee would ordinarily be entitled to four (4) weeks vacation with pay per year, eight percent (8%) of earnings for the period between the employee's anniversary date and the date his/her employment ceases;
 - (iii) if the employee would ordinarily be entitled to five (5) weeks vacation with pay per year, ten percent (10%) of earnings for the period between the employee's anniversary date and the date his/her employment ceases; and,
 - (iv) if the employee would ordinarily be entitled to six (6) weeks vacation with pay per year, twelve percent (12%) of earnings for the period between the employee's anniversary date and the date his/her employment ceases.
- 10.03 Where an employee described in clause 10.01(a) hereof dies on or after January 1st in any year and prior to receiving vacation in that year, such employee shall have paid to his/her estate an amount equivalent to the salary or wages that would normally have been paid to him/her on account of vacation, including entitlements under paragraphs (i), (ii), (iii) and (iv) of clause 10.02(b) hereof.
- 10.04(a) The normal vacation to which the retiring employee may be entitled for the previous year's service may be taken, at the employee's option, prior to the effective date of retirement or as a final payment in lieu of vacation with pay upon retirement.
- 10.04(b) The additional vacation pay to which the retiring employee may be entitled under clause 10.02(b) shall be paid as a lump sum upon retirement.
- 10.05 Where an employee has been employed in the "Temporary Service" prior to appointment to the "Permanent Service" or prior to being eligible for benefits under clause 10.01 and has received an amount of vacation pay in the preceding twelve (12) month period, the employee's vacation with pay entitlement shall be reduced accordingly by the value of the vacation pay the employee so received calculated on the basis of the employee's pay per day in the "Temporary Service".
- 10.06 Employees ineligible for the maximum number of days vacation with pay shall, on request, be granted leave of absence without pay for the remainder of such maximum period. A

leave of absence, without pay, taken to complete the annual vacation shall not constitute a break in service.

- 10.07 A designated holiday, as set out in clause 9.01(a), which falls within a vacation period shall not be considered as a day of vacation.
- 10.08(a) Vacation due an employee on account of his/her previous year's service shall be completed before the end of the calendar year. An employee may, with the approval of his/her Division Head or at the request of such Division Head and with the consent of the employee, postpone the whole or part of such vacation to the following calendar year. Such request must be received by either the employee or the Division Head as the case may be no later than November 1 in any year.
- 10.08(b) In the event that there is no agreement to postpone the whole or part of such vacation to the following calendar year or, if no request is received by November 1 in accordance with clause 10.08(a), the Division Head shall consult with the employee regarding any preference that the employee may have regarding the scheduling of the remaining vacation. In the event that the employee's request cannot be accommodated, the Division Head shall then schedule the employee's vacation so that it is completed before the end of the calendar year, or if the employee so requests, he/she shall be paid out for any unused vacation at the end of the year.
- 10.09(a) Where an employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of an illness or injury he/she shall be entitled to claim sick pay in lieu of vacation for such days of hospitalization, provided that written verification by a physician is provided to his/her Division upon the employee's return to work. The period of vacation shall be rescheduled for a later date and unless approved shall not constitute an automatic extension of the originally approved vacation period. In the event that any extenuating circumstances arise in respect of this clause, the employee and a Local 79 representative may, upon the employee's request, review the matter with his/her Division Head.
- 10.09(b) An employee who, during his/her previously scheduled vacation period, is required to serve as a juror, or who is required to appear in court or is involved in other legal proceedings on matters arising out of his/her employment, shall, upon request, have that period of vacation changed to jury or witness duty leave.
- It is understood and agreed that the foregoing does not apply to arbitration hearings which are or have been initiated under this Collective Agreement or any predecessor Agreement.
- 10.10 Vacations will be scheduled in accordance with operational requirements. Seniority will be taken into consideration for determining employee preferences.
- 10.11 Subject to clause 6.06, vacation shall be paid at the hourly rate the employee is earning at the time the vacation leave is taken.

**LETTER OF INTENT
HARMONIZATION OF VACATION YEAR**

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

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

**LETTER OF INTENT
GRANDPARENTING OF VACATION ENTITLEMENT**

(a) 4 Weeks Vacation

Employees hired as of May 11, 2000, under any of the Collective Agreements of the predecessor employers (including previously non-union and placed in Local 79 by virtue of the Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), including the former Cities of Etobicoke, (CUPE – Local 3431, ONA – Local 29), East York (CUPE Health – Local 114, ONA – Local 5), North York (ONA – Local 41), Scarborough (CUPE Health – Local 3752) and York (ONA – Local 59) shall retain their entitlement to four (4) weeks vacation as set out in those Collective Agreements.

(b) 5 Weeks Vacation

Employees of the former Cities of Etobicoke (previously non-union and placed in Local 79 by virtue of the Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), Scarborough (PUC – Local 1, Unit 2) and the Board of Health for the City of York (ONA – Local 59) and the Board of Health for the Borough of East York (CUPE Health – Local 114) who, as of May 11, 2000, have qualified for five (5) weeks vacation notwithstanding anything contrary in this Collective Agreement, will continue to be so entitled.

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

The parties agree to meet within thirty (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 to the full-time unit.

**Article 11
SICK PAY**

- 11.01(a) Permanent employees shall be eligible to receive sick pay commencing the first of the month following completion of the probationary period.
- 11.01(b) Temporary employees shall be eligible to receive sick pay commencing the first of the month following the completion of six (6) months of aggregate or continuous service with the City.
- 11.02 In this Article “month” shall mean calendar month.
- 11.03 Each employee shall receive a sick pay credit of one and one-half (1 1/2) days for each month of “unbroken” service with the City, as defined in clause 11.04 such credit to be cumulative from the beginning of the first complete month following the commencement of employment.
- 11.04(a) Except as provided in clause 11.04(c), a month of “unbroken” service shall be one where an employee works on all scheduled working days in the month, provided that if the employee commences his/her employment on or before the fifth calendar day of a month and the employee works on all scheduled working days of that month, the month will be considered a month of “unbroken” service.

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

- 11.04(b) For the purpose of clause 11.04(a), lost time because of illness (except as provided in clause 11.06), injury while on duty, vacations, holidays, scheduled days off, leave of absence with pay or leave of absence without pay to complete the annual vacation entitlement shall not be considered as breaking a month's service.
- 11.04(c) If an employee returns from illness without sick credits, and thereafter works and is paid on all remaining scheduled working days of the month in which the employee returns to work the employee shall receive a sick pay credit of one and a half (1 ½) days for such month.
- 11.05 Unless otherwise specifically provided for in this agreement, when an employee is given leave of absence without pay for any reason, or is laid off, and returns to work upon expiration of such leave of absence or is recalled to work, he/she shall *not* receive credits for the period of such absence but shall retain his/her cumulative credits, if any, existing at time of such leave or layoff.
- 11.06 Subject to clause 11.04(c) if an employee is absent on account of illness and his/her cumulative sick pay credit has been exhausted, his/her service, for the purpose of this Article, shall be broken and, therefore, he/she shall not receive a credit of one and one-half (1 1/2) days per month for the remainder of such absence.
- 11.07 An employee who resigns his/her position with the City or is discharged and later returns to the City Service, shall be considered a new employee and shall not be entitled to bring forward credits available prior to leaving the service.
- 11.08 Whenever an employee's days of illness exceed his/her cumulative credit, the excess days of illness shall be regarded as days of illness without pay.
- 11.09 Upon the authorization of the Division Head, sick pay shall be paid for any time lost by reason of illness or injury, to the full extent of sick pay credits available to him/her at the time of each absence, except where an award is made under The Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended,
- 11.10 The number of days for which an employee receives "sick pay" shall be deducted from his/her Cumulative Sick Pay Credit but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work. Absence on account of illness for less than half a day shall not be deducted. Absence on account of illness for half a day or more and less than a full day, shall be deducted as one-half (1/2) day.
- 11.11(a) An employee absent for more than three (3) consecutive working days shall furnish within seven (7) working days from commencement of absence, a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician. The seven (7) day period may be extended by the Division Head if the employee is incapacitated to the extent that he/she is unable to produce the certificate of illness within that period.
- 11.11(b) An employee absent for more than twenty-four (24) consecutive working days shall furnish immediately following such twenty-four (24) days, and each subsequent twenty-four (24) consecutive days of absence, a certificate from his/her physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty.
- 11.12(a) Subject to clause 10.08, when an employee has exhausted his/her sick credits, the whole or part of any vacation which may still be due on account of the previous year's service shall, where the employee so requests and the Division Head concerned approves, be provided to him/her.

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

REPORTING PROCEDURE

- 11.13(a) Each employee is required to report an unplanned absence due to illness or ill dependent at least one (1) hour, unless not reasonably possible, prior to his/her start time. Employees will only be required to make a single phone call in order to report his/her absence. Each employee will be provided with the phone number he/she must call to report such absence. Each employee is required to indicate whether the absence is due to sickness or ill dependent. He/she is also required to notify of his/her anticipated date of return and will be expected to return to work as reported. He/she will not be required to report daily during the period identified. If the date of return is not specified or known, he/she must report on a daily basis as above.
- 11.13(b) In any instance where an employee is able to return prior to the stated return date or requires an extension of their absence and the employee works in a classification/division where a staff complement must be maintained (eg. Hostels – (Client Service Worker, Registered Nurse, Registered Practical Nurse, Support Services Worker, Food Service Worker), Security Officers, Children's Services, Homes for the Aged, Dispatcher/Support Services, Inspector – Emergency Service, Inspector – Underground, Forepersons Works 2) , the employee will advise his/her supervisor or designate by 3:00p.m. the day before that he/she will be returning on the following day.
- 11.13(c) In any instance where an employee not referred to in clause (b) above requires an extension of his/her absence such employee shall report as per (a) above.
- 11.14 Except as provided in sub-clauses 11.11(a), 11.11(b), and 11.13 this Article does not apply to those employees who were employed by the following former cities and covered by the following plans:
- a) Employees of the former City of Etobicoke who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing Collective Agreement and who belong to the Income Protection Plan, as was provided to these employees by the former City of Etobicoke;
 - b) Employees of the former City of Etobicoke who were members of the former Health Unit, CUPE Local 3431, who belong to the Income Protection Plan;
 - c) Employees of the former City of Etobicoke who were members of the former ONA Unit, Local 29 who belong to the Short Term Wage Protection Plan (1/1/4);
 - d) Employees of the former City of York who were members of the former CUPE Unit, Local 840 who belong to the Short Term Disability Plan;
 - e) Employees of the former Board of Health for the City of York who were members of the former CUPE Health Unit, Local 840 who belong to the Short Term Disability Plan;
 - f) Employees of the former City of York who were members of the former CUPE Foremen's Unit, Local 103 who belong to the Short Term Disability Plan;
 - g) Employees of the former Board of Health for the City of York who were members of the former ONA Unit, Local 59 who belong to the Short Term Disability Plan;
 - h) Employees of the former Board of Health for the Borough of East York who were

members of the former ONA Unit, Local 5, who belong to the Short Term Disability Plan;

- i) Non-union employees of the former City of Etobicoke who were certified with CUPE May 8, 1998 by the Ontario Labour Relations Board Order No. 4499-97-R and who belong to the Income Protection Plan;
- j) Non-union employees of the former City of York and its Board of Health who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998 and who belong to the Short Term Disability Plan;
- k) Non-union employees of the former Borough of East York and its Board of Health who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998 and who belong to the Temporary Disability Plan; and,
- l) Non-union employees of the former City of Scarborough who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998 and who belong to the Salary Continuance Plan.

The employees detailed above shall continue to be provided with the benefits in accordance with the applicable provisions of the respective plan. Details of these Plans are as set out in Schedule 2 annexed hereto and forming part of this Collective Agreement.

The parties agree that following ratification of this Collective Agreement, clause 11.14 and Schedule 2 are subject to proofing and validation by Local 79 and the City.

Sick Pay Gratuity

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

11.16 Upon termination of employment with the City:

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

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

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

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

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

- 11.18 An employee who is eligible for payments to receive a sick pay credit grant in accordance with clause 11.16 may request:
- (i) The sick pay credit grant be paid as a lump sum amount on termination or retirement; or
 - (ii) The sick pay credit grant be paid as a lump sum amount at a later date in accordance with the Income Tax Act, R.S.C. 1985, as amended.
- 11.19 An employee upon retirement shall be given the option of taking his/her cumulative sick pay credit grant in accordance with clause 11.16 as vacation time prior to his/her termination of employment.
- 11.20 In no case shall an award made by the Workplace Safety and Insurance Board be deducted from any authorized grant under this Article.

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

Notwithstanding clause 11.16, for, the following severance allowances shall apply to employees who were formerly employed by the Board of Health for the Borough of East York:

Severance

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

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

**LETTER OF INTENT
FORMER INSIDE EMPLOYEES BOROUGH OF EAST YORK
(CUPE LOCAL 114)
SICK PAY CREDIT GRANTS**

Notwithstanding clause 11.16, the following retirement allowance shall continue to apply to employees who were formerly employed by the Borough of East York;

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

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

LETTER OF INTENT
FORMER INSIDE EMPLOYEES BOROUGH OF EAST YORK
(CUPE LOCAL 114)
RETIREMENT ALLOWANCE

Notwithstanding clause 11.16, the following retirement allowance shall apply to employees who were formerly employed by the Borough of East York:

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

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

LETTER OF INTENT
FORMER CITY OF TORONTO EMPLOYEES
(CUPE LOCAL 79)
RETIREMENT ALLOWANCE

Notwithstanding clause 11.16, the following retirement allowance provisions shall apply to employees who were formerly employed by the old City of Toronto:

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

- (ii) Every employee who, while in the service of the City has become incapable through illness, old age or disability, of efficiently discharging his/her duties;

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

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

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

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

LETTER OF UNDERSTANDING
FORMER CITY OF ETOBICOKE EMPLOYEES
RETIREMENT ALLOWANCE

Notwithstanding clause 11.16, the following retirement allowance provision shall apply to employees who were formerly employed by the City of Etobicoke either within the former O.N.A. Local 29, CUPE Local 3431 or within the bargaining unit described in File # 4499-97-R issued by the Ontario Labour Relations Board dated May 8, 1998 or who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998 and who remained in the cumulative sick pay plan.

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

LETTER OF INTENT
FORMER CITY OF YORK EMPLOYEES
(CUPE LOCAL 103)
PAYOUT FOR SICK LEAVE CREDITS

Notwithstanding clause 11.16, the following payout for sick leave credits shall apply to employees who were formerly employed by the City of York.

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

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

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

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

LETTER OF INTENT
FORMER BOARD OF HEALTH FOR THE CITY OF YORK EMPLOYEES
(O.N.A. LOCAL 59)
PAYOUT FOR SICK LEAVE CREDITS

Notwithstanding clause 11.16, the payout for sick leave credits shall apply to employees who were formerly employed by the City of York.

Employees of the former Board of Health for the City of York, on staff prior to October 1st, 1982, who did not enrol in the new STD plan will be covered by Schedule C, Option B, of the former Local 59 Collective

Agreement. Said employees shall receive a sick pay out in accordance with the former City of York by-law 2165.

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

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

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

LETTER OF INTENT
FORMER CITY OF YORK EMPLOYEES
(CUPE LOCAL 840 – INSIDE)
PAYOUT FOR SICK LEAVE CREDITS

Notwithstanding clause 11.16 the following payout for sick leave credits shall apply to employees who were formerly employed by the City of York.

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

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

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

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

LETTER OF INTENT
FORMER CITY OF YORK EMPLOYEES
(CUPE LOCAL 840 – HEALTH)
PAYOUT FOR SICK LEAVE CREDITS

Notwithstanding clause 11.16, the following payout for sick leave credits shall apply to employees who were formerly employed by the Board of Health for the City of York.

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

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

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

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

LETTER OF INTENT
FORMER CITY OF SCARBOROUGH EMPLOYEES
RETIREMENT ALLOWANCE AND PAYOUT FOR SICK LEAVE CREDITS

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

LETTER OF INTENT
FORMER CITY OF SCARBOROUGH EMPLOYEES (CUPE LOCAL 545)
SEVERANCE ALLOWANCE

Notwithstanding clause 11.16, the following severance allowances shall apply to employees who were employed by the former City of Scarborough.

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

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

LETTER OF INTENT
FORMER CITY OF SCARBOROUGH NURSES (CUPE LOCAL 3752)
PAYOUT FOR SICK LEAVE CREDITS

Notwithstanding clause 11.16, the following severance allowances shall apply to nurses who were employed by the former City of Scarborough.

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

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

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

LETTER OF INTENT STD PLANS

Within 30 days of ratification, the parties will meet to discuss the feasibility of harmonizing the Short Term Disability Plans contained in this Collective Agreement.

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

Eligibility for Benefits

- 12.01(a) A permanent employee of the City shall be entitled to the benefits provided for in this Article upon the completion of his/her probationary period as set out in Article 4 (Probationary Period).
- 12.01(b) A temporary employee of the City who completes six (6) months of continuous service or six (6) months of aggregate service with the City shall be entitled to the benefits provided for in this Article.
- 12.01(c) Where an employee is not in receipt of salary or wages because of sickness, or injury for a period of time that exceeds twenty-six (26) consecutive full bi-weekly pay periods, the employee shall be responsible for paying the cost of premiums for any or all of the benefits in this Article under which the employee has coverage.
- 12.01(d) Benefits under Clauses 12.02(a), 12.02(b), 12.03 and 12.04(b) shall apply to the eligible dependents of an eligible employee (as defined in clauses 12.01(a) and (b) above). Such dependents 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 dependent 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) Effective the date of ratification, 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.
- 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) Effective upon ratification of this Collective Agreement, up to three hundred and seventy-five dollars (\$375) per person in any twenty-four (24) consecutive month period for contact lenses and/or eyeglasses prescribed by an ophthalmologist or licensed optometrist. This coverage can also be used towards one (1) routine eye exam every twenty-four (24) consecutive months and/or the cost of laser surgery.

Effective January 1, 2006, up to four hundred dollars (\$400) per person.

Effective January 1, 2007, up to four hundred and fifty dollars (\$450) per person.

Effective January 1, 2008, up to four hundred and seventy-five dollars (\$475) per person.

- 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 dependents. 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.
- 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) 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 \$1,000, if not a multiple thereof. The City shall pay one hundred per cent (100%) of the premiums.

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

Effective October 2, 2002 the City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life Insurance up to a maximum of two hundred thousand (\$200,000) dollars for the employee and/or two hundred thousand (\$200,000) dollars for the employee's spouse, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.

Effective January 1, 2006 increase this amount to three hundred thousand (\$300,000) dollars.

(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.

Note:

The City agrees to continue the practice of advising the employee of his/her ability to continue coverage after severance of employment through the benefits carrier at the employee's expense.

LETTER OF INTENT
CONTINUATION OF OPTIONAL LIFE INSURANCE

Upon retirement or termination of employment employees may elect to convert to individual life insurance coverage upon the terms established by the City's insurer.

Accidental Death and Dismemberment Insurance

12.05 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.

LETTER OF INTENT
GRANDPARENTING SPOUSAL AND DEPENDENT 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 (65th) birthday.

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

NOTE: The parties agree that following May 11, 2000 the above Letter of Intent re: Grandparenting of Spousal and Dependent 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 from the City.

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

Change of Marital Status or Dependents

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

Benefits Monitoring Committee

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

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

The Committee shall meet at the request of either party.

Benefit Plan Book

12.09 The City 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

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 permanent employees hired after January 1, 1998, shall enroll in the OMERS plan.
- 13.01(c) All employees who are members of pension plans other than the OMERS plan as of January 1, 1998, shall continue to participate in those plans.
- 13.01(d) Without limiting the generality of the foregoing, the pension plans to which clause 13.01(c) applies include, but are not limited to:
- Toronto Civic Employees' Pension Plan
 - York Employees' Pension Plan
 - Metro Toronto Pension Plan

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

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

- 13.01(f) Each new temporary employee who works other than on a continuous-full-time basis and who was hired on or after May 11, 2000 shall, as a condition of employment, join the OMERS pension plan on January 1st following any two (2) consecutive calendar years where, in each year, such employee;
- (i) has earned at least 35% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan, or
 - (ii) has been paid or deemed to have been paid 700 hours.
- 13.01(g) All temporary employees hired prior to May 11, 2000 shall have the option to enrol in the OMERS plan as outlined in 13.01(f) (above).
- 13.02 Notwithstanding Article 5 (No Discrimination or Harassment) hereof, each employee shall be retired upon attaining the age of sixty-five (65) years, such retirement to be effective upon the last day of the month in which the sixty-fifth (65th) birthday of such employee occurs.
- 13.03 For those leaves of absences granted under clause 17.10(a) and 17.10(b), every employee on leave of absence on Local 79 Business shall be considered to be in full time attendance for pension purposes. Local 79 shall remit to the City both the employer and the employee share of the required pension contributions during such leave on a quarterly basis as invoiced therefor by the City.
- 13.04(a) An employee who has at least ten (10) years of credited pension service with the City, including predecessor service, and who elects early retirement shall be eligible for the continued coverage of benefits set out in clauses 12.02 (Extended Health Care), 12.03 (Dental), and 12.04 (Group Life Insurance) up to and including the last day of the month in which his/her sixty-fifth (65th) birthday occurs. Such benefits will be effective upon the date on which the employee actually retires.
- 13.04(b) An employee hired prior to May 11, 2000, and who at retirement does not have ten (10) years of credited pension service with the City, including predecessor service, shall be entitled to the benefits as outlined above in clause 13.04(a) up to and including the last day of the month in which his/her sixty-fifth (65th) birthday occurs.
- 13.05 Where an employee who elects early retirement and is eligible for benefits in accordance with clause 13.04 dies prior to his/her sixty-fifth (65th) birthday, said employee's spouse (insured at the time of death) and as defined in clause 12.01(d) and eligible dependents, as defined in clause 12.01(d) if any, shall continue to be covered by said benefits with the exception of the benefits provided under clause 12.04 (Group Life Insurance) up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.
- 13.06 Where an employee who would have been eligible to elect early retirement dies prior to actually taking early retirement, and provided that such employee was eligible for benefit coverage at the time of his/her death, the employee's spouse (insured at the time of death) and eligible dependents, as defined in clause 12.01(d) if any, shall with the exception of those benefits provided under clause 12.04 (Group Life Insurance), be eligible for the benefit coverage as set out in clause 13.04 for the period from the date of the employee's death up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.
- 13.07 If an employee continues on WSIB after the first day of the fifth month following the date of disability, the OMERS disability elimination period shall continue and the employee and the employer will continue making their normal pension contribution based upon the

current salary. The disability elimination period shall end the earlier of the date the employee returns to work, ceases employment or WSIB benefits cease.

- 13.08 The City shall provide a paid up group life insurance policy in the amount of \$5,000.00 for those employees who retire at the age of sixty-five (65).
- 13.09 Any employee who, as of May 11, 2000, is enrolled and participating in an OMERS Supplementary Type 3 pension benefit shall continue to be provided with such benefits during the term of this Collective Agreement.
- 13.10 It is understood that any period of disciplinary suspension without pay shall be deemed an approved leave of absence without pay for pension purposes.

NOTE: Any employee who is eligible for retiree benefits beyond age 65 as at May 11, 2000 shall continue to be eligible for said benefits.

LETTER OF INTENT
GRANDPARENTING OF GROUP LIFE AND PAID-UP
LIFE INSURANCE FOR RETIREES

- (a) Etobicoke Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), Etobicoke Inside (formerly non-union and certified with CUPE May 8, 1998 by the Ontario Labour Relations Board Order No. 4499-97-R), Etobicoke Health Unit (CUPE Local 3431) and Etobicoke Health Unit (ONA Local 29) - Upon retirement, an employee shall receive flat coverage at one quarter (1/4) pre-retirement coverage to a maximum of \$50,000. The premiums shall be paid one hundred (100%) percent by the City.
- (b) East York Inside (CUPE Inside 114), East York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), East York Board of Health (ONA Local 5) and East York Board of Health (CUPE Health 114) - Employees who retire before age sixty-five (65) shall have the option of continuing their Group Life Insurance coverage on the present basis of coverage to age sixty-five (65). Such coverage shall be 25% paid for by the employer. Upon ceasing of such coverage or at age sixty-five (65), the retired employee will be provided with \$5,000 paid up life insurance provided that no employee or retired employee shall participate in both coverages simultaneously.
- (c) Scarborough Inside Unit (CUPE Local 545), Scarborough Inside (formerly non-union and placed in CUPE Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), Scarborough Nurses (CUPE Local 3752) and Scarborough Public Utilities Unit (UWC, Local 1, Unit 2) - Employees who retire before age sixty-five (65) shall be entitled to have their Group Life Insurance coverage continued on the basis of coverage to age sixty-five (65), provided that any employee opting to continue such insurance coverage shall pay to the City seventy-five (75%) of the premium cost at the group rate and the City shall pay twenty-five percent (25%) of the premium cost.
- (d) York Inside Unit (CUPE Local 840), York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), York Board of Health (CUPE Local 840), York Foremen Unit (CUPE Local 103) and York Board of Health (ONA Local 59) - Re: Extension of Group Life Insurance — Retirees: Effective August 1, 1987 the City shall provide early retirees the opportunity to continue their Group Life Insurance coverage of twice their annual salary, 50% paid for by the employer. The City shall provide a paid up Group Life Insurance Policy for all retirees (after January 1, 1988) in the amount of six thousand (\$6,000) dollars, 100% paid for by the employer.
- (e) North York (Inside – CUPE Local 94), North York (Dental – CUPE Local 94) and North York (Foremen – CUPE Local 711) - Those employees above who retired on or after January 8, 1999

and up to and including May 11, 2000 shall be entitled to the retiree benefits outlined in the Collective Agreements identified in (e). Those employees who retired prior to January 8, 1999 shall be entitled to the retiree benefits in the respective Collective Agreements outlined in (e). The City will ensure that the benefits will continue to be provided through the City of Toronto and the Toronto Civic Employees Union CUPE Local 416.

- (f) City of Toronto (Inside – CUPE Local 79) and Metropolitan Toronto (Inside – CUPE Local 79) – For an employee eligible for retiree benefits under 13.04 (c), he/she shall be provided with Group Life Insurance of five thousand (\$5,000) dollars.

**LETTER OF INTENT
PENSIONS**

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

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

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

The City agrees to implement an optional service buy-back program for employees as soon as practically possible.

Other than any associated administrative costs, such program shall be at no cost to the City.

**LETTER OF INTENT
PENSION EDUCATION**

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

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

**LETTER OF INTENT
PENSIONS – TEMPORARY EMPLOYEES**

All temporary employees captured under clause 13.01(g) who have not already joined OMERS shall, on a yearly basis, be notified in writing of their right to elect to join the OMERS pension plan, if in the previous two consecutive years they have:

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

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 her/his 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.

**LETTER OF INTENT
POST 65 RETIREE BENEFITS**

The parties will meet within sixty (60) days of the issuance of the Interim Award dated September 24, 2002 to discuss the feasibility of providing post-65 retiree benefits for those who do not currently have them, at no cost to the City.

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

**LETTER OF INTENT
GRANDPARENTING THE EMPLOYEE PURCHASE OF HEALTH BENEFITS
FOR EMPLOYEES WHO RETIRE FROM A LOCAL 41 IN THE FORMER
CITY OF NORTH YORK**

The parties agree that employees from the former City of North York Nurses shall continue to be able to purchase Health benefits through the City upon retirement and on the basis that the employee pays one hundred per cent (100%) of the costs.

**LETTER OF INTENT
PENSION COVERAGE**

The parties agree to meet during the term of the Collective Agreement with a view to allowing temporary 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
TRANSFERS**

CHANGE OF SHIFT WITHIN WORK LOCATION

14A.01 Prior to considering a transfer under Article 14B and prior to issuing a Job Posting under Article 15, a new or vacant day, afternoon or night shift(s) shall be offered to qualified employee(s) in order of seniority in the classification within the work location, unless the employee has indicated in writing they do not wish to be considered for such shift.

14A.02 The City shall provide the Union with thirty (30) days advance notice in writing if it intends to:

- (a) create a new job classification which will involve shift work
- (b) change an existing classification from a rotational assignment of shifts to a regular or permanent assignment of shifts.

The parties shall meet prior to any such changes being implemented to ensure employees are given preference for shifts based on their seniority taking operational needs into consideration.

REQUESTS FOR TRANSFER

Effective 90 days following ratification of the collective agreement the parties agree that the following language will supersede any and all divisional or Corporate transfer policies:

14B.01(a) An employee wishing a transfer within his/her division and same classification to another location, shall submit a request in writing to his/her Division Head.

- 14B.01(b) An employee wishing a transfer outside his/her division (within the same classification) to the same or another location, shall submit a request in writing to the Human Resources Division.
- 14B.01(c) An employee wishing a transfer to a temporary assignment of more than one year in another location within his/her same classification within his/her division shall submit a request in writing to his/her Division Head.
- 14B.01(d) Once an employee submits a transfer request in writing, it shall remain on file until he/she is transferred, refuses the transfer or withdraws the transfer request.
- 14B.01(e) All transfers under this article shall be offered to qualified employees in order of seniority in the classification, taking operational needs into consideration. Transfers will not be unreasonably denied.

Transfers To Permanent Positions

- 14B.02(a) The City shall first consider transfer requests for permanent positions, submitted by employees from within the Division, before those from employees in other Divisions.
- 14B.02(b) Only permanent employees will be eligible for transfer into permanent positions.

Transfers To Temporary Assignments

- 14B.03(a) Where the City establishes a temporary assignment of more than one year, such opportunity shall first be offered to employees in the same classification within the Division who have submitted a transfer request form indicating their request for consideration for a temporary transfer.
- 14B.03(b) Once such transfer has been offered and accepted, the employee will remain in that assignment for the agreed duration and will not be permitted to transfer until such assignment is completed. This shall not affect an employee's right to apply for an opportunity under Article 15 (Job Postings) or to a change of shift opportunity in his/her base position under Article 14A (Change of Shift Within Work Location).
- 14B.03(c) Notwithstanding (b) above, assignments may not last as long as was originally expected and may be shortened or extended if required. In either case, the City will notify the affected employee(s) as soon as possible.
- 14B.03(d) A permanent employee who accepts a transfer to a temporary assignment shall retain his/her permanent status. Upon completion of the temporary assignment the employee will return to his/her former location.
- 14B.03(e) For temporary employees, upon completion of the temporary assignment the employee shall be offered a temporary assignment, if available.

Reorganization/Service Consolidation– Related Transfers

- 14B.04 The City recognizes that a change in an employee's permanent work location may have an effect upon employees.

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

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

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

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

Rebuilding or Building A Home For The Aged

- 14B.05 If the City of Toronto rebuilds a Home for the Aged or builds a new Home for the Aged that necessitates the movement of residents, full time staff and part time staff, the City will meet with Local 79 to review the capital project plans and staff redeployment plan prior to implementation. The staff redeployment plan will include how the multiple criteria of continuity of resident care, recognition of special resident needs and staff seniority will be addressed. The parties will make best efforts to negotiate a mutually acceptable Memorandum of Agreement to guide the redeployment of staff.

Article 15 JOB POSTINGS

Effective ninety (90) days following ratification of the Memorandum of Agreement, amend Article 15 as follows for all Job Postings issued after that date.

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

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 Homes for the Aged 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) Applications for available permanent positions shall be made on forms supplied by the Human Resources Division. 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 a written examination, Interview Panel or other test 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.
- 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.
- 15.06 Should an Interview Panel, written and/or practical examination be required, candidates will be advised in writing by the Executive Director of Human Resources of the type of examination and when and where the examination 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, 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 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). The Executive Director of Human Resources will notify all candidates who were not successful for the permanent position and/or temporary assignment, quoting 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.
- 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 (9) 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.
- 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 by the amount of time an employee is absent in excess of ten (10) working days during the period of assessment.
- 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 6.02 and 6.03 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 6.02 and 6.03 of Article 6.
- 15.15 Any employee who is no longer capable of performing his/her full required duties by reason of disability, but whose disability is not of sufficient severity to qualify for a disability pension under the provisions of any of the pension plans affecting employees, 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.

**LETTER OF INTENT
SCHEDULING OF EXAMINATIONS**

July 24, 2005

Ms. Ann Dembinski
President, Local 79

Re: Scheduling of Examinations and Job Competitions

It is the understanding of the parties that whenever possible, examinations will be held during working hours. The 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.

Yours truly,

Brigitte Hohn
Executive Director
Human Resources

Article 16
GRIEVANCE PROCEDURE

- 16.01 The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.
- 16.02 Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 16.03 For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 16.04 A committee of not more than three (3) officers of Local 79 shall be designated by the President of Local 79 and shall constitute a committee hereinafter called the Local 79 Grievance Committee, to deal with a grievance in accordance with this Article.
- 16.05 The City acknowledges the right of Local 79 to appoint or otherwise select stewards and officers and, in this regard, Local 79 acknowledges and agrees that Stewards and Officers of Local 79 have regular duties to perform as employees of the City and that such employees will not leave their regular duties to assist employees in respect of matters arising under this Article without obtaining the permission of their Division Head or someone designated by him/her and will similarly report upon returning to their regular duties. Such permission shall not be unreasonably denied. Time spent during an employee's regular working hours pursuant to this Article shall be without loss of pay.
- 16.06(a) Local 79 will supply the City with a list of all of its Stewards and Officers as soon as they are elected/appointed, and thereafter will notify the City in writing of any changes. In the event that a Steward or Officer is permanently transferred by the City from the work area that he/she would normally represent, the City will notify Local 79 as soon as practicable.
- 16.06(b) It is understood and agreed that Stewards and Officers under this Agreement, Part-time Unit B, Recreation Workers (Part-time) and Homes for the Aged Part-time Unit Collective Agreements are interchangeable.
- 16.07 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, such difference or allegation, being hereinafter referred to as "The Dispute" in Step One and thereafter "The Grievance", the following grievance procedure shall apply;

(i) **Step One – Dispute Resolution**

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

(ii) **Step Two**

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

(iii) **Step Three**

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

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

Mediation

16.08

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

Arbitration

16.09

In the event that the Director of Employee and Labour Relations does not provide redress satisfactory to Local 79, Local 79 may, within twenty (20) working days after the receipt of

the written decision of the Director of Employee and Labour Relations, require that the grievance be submitted to arbitration by notifying the City in writing.

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

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

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

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

16.12 The decision of the Division Head or the Director of Employee and Labour Relations, or Local 79 in the case of a management grievance pursuant to clause 16.24, 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.

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

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

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

16.16 The City will grant paid leave of absence to a grievor to attend his/her arbitration hearing(s).

16.17 Employee witness(es) summoned to attend arbitration hearings by the Union will be granted unpaid leave of absence by the City and their wages and any associated expenses will be paid by the Union.

Policy Grievances

- 16.18 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 3 within twenty (20) working days of the circumstances giving rise to the grievance.

Group Grievances

- 16.19 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. 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.

Suspension Grievances

- 16.20 Whenever an employee is suspended, 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.

Discharge Grievances

- 16.21 Whenever an employee is discharged, the grievance procedure as set forth in this Article shall apply except that the grievance shall be initiated at Step Two within twenty (20) working days after the said employee has been discharged. The Division Head shall confer with the Representative(s) of Local 79 within seven (7) working days after receipt of the grievance.

In the event the Division Head does not provide redress satisfactory to Local 79 it may within seven (7) 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 2 to the Director of Employee and Labour Relations. The Director of Employee and Labour Relations shall confer at Step 3 with Representatives of Local 79 within seven (7) working days after receipt of the grievance and the written decision of the Division Head. He/she will then advise Local 79, in writing of his/her decision in respect to the grievance within ten (10) working days following the Step 3 meeting.

Job Postings

- 16.22 Any grievance of an employee with respect to Article 15 (Job Postings) 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/No Discrimination or Harassment

- 16.23 Where an allegation is made by an employee that Article 5 (No Discrimination or Harassment) or Clause 5.04 (Sexual Harassment) has been violated, a grievance shall be initiated at Step Two within forty (40) working days after such violation is alleged to have occurred.

Management Grievances

- 16.24 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

16.25 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 (3) 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

16.26 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 16.05 to be present at such meeting. Local 79 shall ensure that such representative is available within twenty-four (24) hours of receiving such request. Where such representation is not provided within the twenty-four (24) hours the employee shall be advised of his/her right to the presence of an employee of his/her choice who is on duty at his/her place of work at the time the discussion takes place.

16.27 The City shall forward a copy of any letter of discharge to the Recording Secretary of Local 79 within ten (10) days of discharge.

16.28(a) Where an employee has not received a disciplinary notation for a period of two (2) calendar years, any disciplinary notation(s) recorded on the employee's Corporate Personnel File shall be null and void. If the employee requests the removal of a disciplinary notation(s) after such two (2) year period, the disciplinary notation shall be removed from the employee's Corporate Personnel File.

(b) Where the disciplinary notation is removed under 16.28(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

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

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

Janice Johnston
Robert Herman
David Starkman
Marilyn Nairn
Maureen Saltman

(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.

- (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, 1995, S.O. 1995, as amended, to mediate the dispute.
- (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.
- (f) Except as modified above, the provisions of the grievance and arbitration provisions set out in the collective agreement shall apply to a proceeding under this Article.

Human Rights and Harassment Policy

16.30 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

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

LETTER OF INTENT INVESTIGATION MEETINGS

Both the City and Local 79 recognize the value of Union representation for employees where an employee is the subject of an investigation and who has been asked to attend an investigative discussion.

Local 79 and the City agree to meet immediately following ratification to develop a protocol for the following:

- (a) Union representation at investigation meetings which are distinct from disciplinary discussions.
- (b) Disclosure of the content of any complaint(s) the City has received prior to, or in the course of, the investigation and that the City may rely on for disciplinary action.
- (c) Development and implementation of a joint training program for Union and City representatives attending investigation meetings.
- (d) Time lines for the implementation of the above referenced protocol will commence no later than March 31, 2006 or as otherwise mutually agreed to by the parties.

LETTER OF INTENT PRESCHEDULED GRIEVANCE MEETINGS

Local 79 and the City agree to develop, immediately after ratification, a schedule of monthly pre-scheduled divisional Step 2 Grievance meetings, and Step 3 Grievance meetings, and Mediation meetings as mutually agreed by the parties.

Local 79 and the City 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.

**Article 17
LEAVE OF ABSENCE**

Bereavement Leave

- 17.01(a) An employee who is absent from work solely due to the death and/or funeral of the father, mother, father-in-law, mother-in-law, step-parents, son, daughter, brother, sister, step children, step brothers, step sisters, same-sex partner, husband or wife of such employee shall be entitled to compensation for time so lost by such employee from his/her regular schedule at his/her regular rate of pay for five (5) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.
- 17.01(b) An employee who is absent from work solely due to the death and/or funeral of the son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild of such employee shall be entitled to compensation for time so lost by such employee from his/her regular schedule at his/her regular rate of pay for three (3) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.
- 17.01(c) An employee may be granted leave of absence with pay at the discretion of the Division Head where such leave is requested solely due to the death and/or funeral of persons other than those specified in clauses 17.01(a) and (b).
- 17.01(d) Notwithstanding 17.01(a), (b) and (c), where an employee suffers a bereavement during a period of scheduled vacation he/she may request that bereavement leave be substituted for vacation and such bereavement leave shall be governed by the provisions of this clause.

Jury or Witness Duty

- 17.02 Each employee who is called to serve as a juror or, except as provided in clause 16.17, 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 Division Head a satisfactory certificate showing the period of such service;
 - (ii) be paid his/her full salary or wage for the period of such jury or witness service provided that he/she shall pay to the Deputy City Manager and Chief Financial Officer the full amount of compensation received for such service and obtain an official receipt therefor, it being understood that the full amount does not include monies received on days other than his/her regularly scheduled work day with the City or any monies received for meal allowance or travelling allowances; and
 - (iii) upon being released from jury or witness service in the forenoon of any day, immediately telephone his/her Division for instructions respecting his/her return to work and shall, upon receiving such instructions, comply with the same.

Pregnancy/Parental Leave

- 17.03(a) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of the Employment Standards Act, 2000, S.O. 2000, as amended.
- 17.03(b) Pregnancy and/or parental leave for an employee who does not qualify under Part XIV of the Employment Standards Act, 2000, S.O. 2000, as amended, shall be granted upon the employee's request, and administered in accordance with the Act.
- 17.03(c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 17.03(a), or is granted in accordance with clause 17.03(b), shall be at the discretion of the Division Head concerned, and shall not involve any expense to the City, but shall result in no loss of seniority.
- 17.03(d) The City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 12 and shall pay its share of the pension contributions under Article 13 for any pregnancy and/or parental leave taken pursuant to clauses 17.03(a) or 17.03(b), unless the employee elects in writing that they do not wish benefit coverage.
- 17.03(e) Pregnancy and/or parental leave in accordance with clauses 17.03(a) or 17.03(b) shall not involve any expense to the City, except as provided in clauses 6.02(c) (Increments), 10.01(d)(ii) (Vacation), 17.03(d), 17.04 and 17.05.

Pregnancy Leave Top-up

- 17.04(a) An employee who is eligible for pregnancy leave under clause 17.03(a) or an employee who requests and is granted pregnancy leave under clause 17.03(b), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:
- (i) For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City; and,
 - (ii) For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of her regular rate and the sum of her weekly Employment Insurance benefits and any other earnings.

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

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

Parental Leave Top-up

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

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

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

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

17.06 An employee who is granted an extension of parental leave in accordance with clause 17.03(c) shall be responsible for paying in advance by post-dated cheque(s) the full premiums for the insurance coverage referred to in Article 12 for any period of such extension. Such employee shall be advised of the cost of the applicable benefits if the employee wishes to continue such benefit coverage. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

Citizenship Leave

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

Personal Leave

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

Ill Dependant Leave

- 17.09 Subject to clause 11.01(a) or (b), an employee may use up to six (6) days of his/her available accumulative sick credits per calendar year to care for ill dependants. Such absence shall be deducted from the employee's bank of accumulated sick credits to the quarter hour and shall not be considered as breaking a month's service. Such ill dependent leave of up to six (6) calendar days per year shall be extended to those employees covered by Schedule 2.

Leave of Absence for Full-time Local 79 Positions

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

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

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

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

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

Leave of Absence to Attend Labour Convention

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

Leave of Absence to Attend Labour Conference

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

Leave Without Pay

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

Employees Seeking Election to Political Office

17.13 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.

Voluntary Leave

17.14 The following voluntary leave of absence provisions shall be made available to all temporary and permanent Local 79 employees on the following basis:

1. An employee may volunteer to be granted up to 20 days of leave of absence without pay on the approval of the Division Head.
2. During the period of such leave, the employee shall continue to accumulate full seniority and service and shall continue to receive all benefits to which the employee is entitled under the agreement. In the event that the employee wishes to continue to contribute to the pension plan during the period of such leave, the employer will match the pension contributions.
3. An employee may choose one of the following payment options when taking a voluntary leave:
 - Receive no pay during the leave
 - Pro-rate payments over a number of pay periods remaining within the calendar year.

The minimum deduction is one half-day per pay period when an employee chooses to pro-rate payments. Any outstanding balance is adjusted on the final pay of the calendar year.

4. Requests for voluntary leave must be submitted in writing to the Division head or his/her designate at least three (3) calendar weeks prior to proposed commencement of the leave. Requests for leave shall not be unreasonably denied. Leave must be completed prior to the end of the calendar year in which it is granted.
5. Should a request for leave be denied, the employee shall be given the reasons for denial of the leave in writing within five (5) workings days of receiving the request.
6. In the event of any dispute arising out of this program, the Director of Employee and Labour Relations shall meet with the representatives of Local 79 in order to attempt to resolve the matter in dispute prior to the filing of a grievance.
7. The parties agree that where required amendments to the foregoing shall be made in order to conform to shift schedules which may be at variance with the norm.

Military Service

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

Quarantine

17.16 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.

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

- 17.17(a) Whenever an employee is on leave of absence on Local 79 business, such absence shall result in no loss of seniority, nor shall it constitute a break in service so as to affect any benefits to which he/she may be otherwise entitled.
- 17.17(b) Whenever an employee is on leave of absence on Union business, the City shall pay the employee's wages and benefits, invoice Local 79 and Local 79 shall, forthwith, remit full reimbursement to the City. This provision does not apply to employees who are elected or appointed to full-time Union positions under clause 17.10(a) and (b).

Local 79 Negotiating Committee

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

**LETTER OF INTENT
PREPAID LEAVE PLAN**

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

**LETTER OF INTENT
GRANDPARENTING OF NORTH YORK (FORMER ONA LOCAL 41)
PUBLIC HEALTH NURSES' SPECIAL LEAVE PROGRAM**

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

**LETTER OF INTENT
FLEXIBLE HOURS OF WORK TO ACCOMMODATE CONTINUING EDUCATION**

- a) An employee who wishes to continue working full-time hours while pursuing continuing education, may be granted flexible working hours, staggered hours or a compressed work week to accommodate his/her needs.
- b) An employee who wishes to work less than full-time hours in order to pursue continuing education, may be granted access to either of the Part-time Programs for Permanent Full Time Employees in accordance with Articles 43 or 44.

- c) Accommodation as outlined in (a) and (b) above, will not adversely affect the operational needs of the Division. All requests must be forwarded in writing, to the Division Head concerned for approval. Approval or reasons for denial of such request shall be provided to the employee in writing.

LETTER OF INTENT
GRANDPARENTING OF EXTENSION OF ILL DEPENDENT LEAVE
PREVIOUSLY IN EAST YORK ONA LOCAL 5

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

LETTER OF INTENT
UNPAID LEAVE TO WORK ON A POLITICAL CAMPAIGN

Local 79 members shall have the right to ask for a leave of absence without pay to work on a political campaign. Such request shall not be unreasonably denied.

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.

LETTER OF INTENT
LEAVE OF ABSENCE - UNIT OFFICERS

Management agrees to meet with Local 79 within ninety (90) days of ratification to discuss and implement a policy whereby the Chief Steward and three (3) Unit Officers of Local 79 are given full time leaves of absence, with full pay and benefits, to conduct union business pertinent to their Union position. The three (3) Unit Officers representing the Homes for the Aged Part-Time, Unit B Part-Time and Recreation Workers Part-Time, or alternates as designated by the Local will be granted leave of absence of one day per week without **loss** of pay or benefits. That is, but not limited to, grievances, problem solving, working with management to further the union/management relationship in their respective workplaces. The terms and conditions of their leaves, if agreed upon, will be negotiated between the parties.

Article 18
TRANSPORTATION

18.01 Whenever an employee is required and authorized to use his/her automobile on business of the City, the City shall pay to such employee effective January 1, 2005 an allowance of forty-nine cents (49¢) per kilometre actually traveled in the course of transacting the business of the City.

Effective January 1, 2006, this rate will be increased to fifty cents (50¢) per kilometre.

Effective January 1, 2007, this rate will be increased to fifty-one cents (51¢) per kilometre.

Effective January 1, 2008, this rate will be increased to fifty-two cents (52¢) per kilometre.

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

18.03 Effective January 1, 2005, mileage allowance of forty-nine cents (49¢) per kilometre shall be paid to an employee authorized to use his/her automobile to travel to a temporary work assignment at a work location outside the City of Toronto boundaries. The allowance is for each kilometre traveled between the location of the temporary work assignment and the City boundary nearest to that location. The City boundaries are defined as Steeles Avenue on the north, Rouge/Little Rouge River and Pickering Town Line on the east and Etobicoke Creek, Eglinton Avenue West and Indian Line on the west.

Effective January 1, 2006 this rate will be increased to fifty cents (50¢) per kilometre.

Effective January 1, 2007 this rate will be increased to fifty-one cents (51¢) per kilometre.

Effective January 1, 2008 this rate will be increased to fifty-two cents (52¢) per kilometre.

Parking for City Business

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

LETTER OF INTENT TRANSPORTATION

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

LETTER OF INTENT GRANDPARENTING OF TRANSPORTATION/CAR ALLOWANCE

Notwithstanding clause 18.02 the following transportation/car allowance provisions shall continue to apply under the following conditions.

In future, any employee now grandparented who, for whatever reason, is no longer required to provide his/her vehicle to perform his/her job functions shall be notified in writing. His/her allowance will be terminated on the final day of the last month in which the employee is required to provide a vehicle.

2. If an employee whose grandparented allowance was terminated pursuant to the preceding paragraph is subsequently assigned or returned to a job requiring the use of his/her vehicle as a condition of employment the appropriate monthly transportation allowance shall become payable effective on the date of the assignment or re-assignment.

The City confirms that the above applies to voluntary transfers

- (a) Etobicoke Health Unit (CUPE Local 3431) – those employees who, as at May 11, 2000, were designated to receive car allowance will continue to receive \$363.17 per month car allowance (or may opt to receive mileage allowance in accordance with Article 18. Job Share employees who,

at May 11, 2000 were designated to receive car allowance will continue to receive \$181.59 per month car allowance.

- (b) Etobicoke Health Unit (ONA Local 29) – those employees who, as at May 11, 2000, were designated to receive car allowance will continue to receive \$253.75 per month car allowance.
- (c) East York Health Unit (CUPE Local 114) – those Public Health Inspectors who, as at May 11, 2000, were qualified to receive transportation allowance shall continue to receive \$265.00 per month transportation allowance. All other employees who, as at May 11, 2000, were qualified to receive transportation allowance will continue to receive \$230.00 per month transportation allowance.
- (d) East York Health Unit (ONA Local 5) – those full-time nurses who, as at May 11, 2000 received a car allowance will continue to receive \$230.00 per month car allowance.
- (e) North York Inside Unit (CUPE Local 94) – those employees who, as at May 11, 2000, were designated to have their automobile available for use and received a car allowance shall continue to receive a mileage allowance in accordance with Article 18 with a minimum monthly payment of \$44.00.
- (f) North York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) those employees who, as at May 11, 2000, were designated to have their automobile available for use and received a car allowance shall continue to receive a mileage allowance in accordance with Article 18 with a minimum monthly payment of \$44.00.
- (g) North York Dental Unit (CUPE Local 94) – those employees who, as at May 11, 2000, were designated to have their automobile available for use and received a car allowance shall continue to receive a mileage allowance in accordance with Article 18 with a minimum monthly payment of \$44.00.
- (h) North York Health Unit (ONA Local 41 (Full-time)) – those employees who, as at May 11, 2000, were authorized to use their automobile on a regular, on-going basis and who received a car allowance will continue to receive \$173.00 per month car allowance together with 13¢ per kilometre.
- (i) Scarborough Nurses Unit (CUPE Local 3752) – those employees who, as at May 11, 2000, were authorized to receive monthly car allowance payments will continue to receive those payments as follows:

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

- (j) Scarborough Inside Unit (CUPE Local 545) – those employees who, as at May 11, 2000, were authorized to receive monthly car allowance payments will continue to receive those payments as follows:

<u>Kilometres Driven Per Year</u>	<u>Monthly Allowance</u>
1,600 - 3,199	\$235.94
3,200 - 4,799	\$249.48
4,800 - 6,399	\$263.02

6,400 - 7,999	\$276.57
8,000 - 9,599	\$290.11
9,600 - 11,199	\$303.65
11,200 - 12,799	\$317.19
12,800 - 14,399	\$330.74
14,400 - 15,999	\$344.28
Over 16,000	\$357.82

- (k) Scarborough Inside (formerly non-union employees who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998) – those employees who, as at May 11, 2000, were authorized to receive monthly car allowance payments will continue to receive those payments as follows:

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

- (l) York Health Unit (CUPE Local 840) – those employees who, as at May 11, 2000, travelled more than 5,100 kilometres per year and were reimbursed in accordance with the chart below will continue to receive car allowance in the same manner:

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

- (m) York Foremen Unit (CUPE Local 103) – those employees who, as at May 11, 2000, could elect to receive car allowance at the rate of 33¢ per kilometre travelled or at the rate of \$7.50 per day the employee used his/her car shall continue to have the option of receiving a mileage allowance in

accordance with Article 18 or electing to take \$7.50 per day that the employee uses his/her car in lieu thereof.

- (n) York Health Unit (ONA Local 59) – those employees who, as at May 11, 2000, were qualified for and received car allowance of \$150.00 each month for the first two hundred (200) kilometres driven and 19¢ for each additional kilometre driven will continue to receive car allowance in the same manner.
- (o) Metro Full-time (Inside Unit CUPE Local 79) – the existing practice with respect to travel allowance for employees working at Keele Valley and Pickering work locations shall continue at the rate set out in clause 18.01.

The parties agree that following May 11, 2000 this Letter of Intent is subject to proofing and validation by Local 79 and the City.

**Article 19
TEMPORARY EMPLOYEE BENEFITS**

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

**Article 20
SENIORITY**

- 20.01(a) Subject to clause 20.03 and the following Letter of Intent, a seniority date shall be established for each employee upon successful completion of the probationary period as defined in Article 4, such date to be coincident with the date of commencement of said probationary period. Seniority shall accrue on a calendar year basis to a maximum of twelve (12) months accumulation in any one calendar year.

**LETTER OF INTENT
SENIORITY**

This will confirm the parties agreement to change the method of calculating seniority from the present method to a service-based method for temporary employees who do not work full-time hours on a continuous full-time basis as soon as reasonably possible following May 11, 2000, but not greater than twelve (12) months following such date.

This will further confirm the parties agreement to change the method of calculating seniority from the present method to a service-based method for all other employees who do not work full-time hours on a continuous full-time basis as soon as reasonably possible following the issuance of the Interim Award dated September 24, 2002, but not greater than twelve (12) months following such date.

For this purpose, the parties agree that the seniority for each of the aforementioned employees shall be calculated in accordance with clause 20.01(a) up until the day on which the method of calculation is converted to a service-based method. The formula used for the conversion to service-based method shall be two thousand and eighty (2,080) paid hours equals one (1) year for a forty (40) hour work week classification; one thousand eight hundred and twenty (1,820) paid hours equals one (1) year for thirty-five (35) hour work-week classification. From that day forward, future seniority will be calculated using the service-based method and each employee's seniority will be the seniority he/she had as of the change-over day (as converted) plus the service-based seniority he/she acquires after the change-over date.

Following the change-over date clause 20.01(a) shall be amended to read as follows: _____

20.01(a)	Subject to clause 20.03 a seniority date shall be established for each employee who works full-time hours on a continuous full-time basis upon successful completion of the probationary period as defined in Article 4, such date to be coincident with the date of commencement of said probationary period. Seniority shall accrue on a calendar year basis to a maximum of twelve (12) months accumulation in any one calendar year.
Following the change-over date add a new clause 20.01(b) as follows and renumber the remainder of the article:	
20.01(b)	Subject to clause 20.03, for all employees who do not work full-time hours on a continuous full-time basis, seniority shall be established upon successful completion of the probationary period and shall accrue from the date of hire on a service-based method (aggregate hours). Seniority shall be accumulated based on a calculation of two thousand and eighty (2,080) paid hours equals one (1) year for a forty (40) hour work-week classification; one thousand eight hundred and twenty (1,820) paid hours equals one (1) year for thirty-five (35) hour work-week classification. Seniority shall accrue on the same basis as service as set out in Article 28 (Definition of Service).
20.01(b)	Notwithstanding clause 20.01(a), effective May 11, 2000, all employees who were covered by a predecessor Collective Agreement shall have placed to their credit such seniority as they had accumulated in accordance with the terms of their predecessor Collective Agreements. Following the aforementioned effective date, employees shall continue to accrue seniority in accordance with the terms of this Collective Agreement.
20.01(c)	Notwithstanding clause 20.01(a), effective May 11, 2000, all employees who were not covered by a predecessor Collective Agreement shall have placed to their credit seniority in accordance with Section 33(3)(b) or (c) of the <u>Public Sector Labour Relations Transition Act, 1997</u> , S.O. 1997, c. 21, Schedule. B which shall be calculated from their first date of hire with their predecessor employer unless they lost seniority in accordance with clause 20.03 in which case it shall be calculated from their subsequent date of hire. Following the aforementioned effective date, employees shall continue to accrue seniority in accordance with the terms of this Collective Agreement.
20.01(d)	<ul style="list-style-type: none"><li data-bbox="330 1185 1356 1330">(i) Immediately following May 11, 2000, the parties will meet to calculate the appropriate seniority for all employees covered by the Etobicoke CUPE Local 3431, Etobicoke ONA Local 29 and North York ONA Local 41 Collective Agreements. If there is a disagreement between the parties, Local 79 may file a grievance at Step 3.<li data-bbox="330 1357 1356 1535">(ii) Immediately following September 24, 2002 the parties will meet to calculate the appropriate seniority for all employees covered by the former Metropolitan Toronto Unit "B", former North York Local 94 and former York Local 840. The parties agree that the calculation of seniority for the former Metropolitan Toronto Unit "B" will take place only for those employees who moved from Unit "B" to the full-time Unit between January 1, 1998 and May 11, 2000.<li data-bbox="330 1562 1356 1680">(iii) Immediately following ratification the parties will meet to calculate the appropriate seniority for all employees who were covered by the Part-Time Recreation Worker's Collective Agreement, and became covered by the Full-Time Collective Agreement at some date between January 1, 1998 and May 11, 2000.
20.01(e)	As soon as possible following the issuance of the Interim Award dated September 24, 2002 the City shall establish for each employee his/her seniority and shall notify each employee in writing of such.

LETTER OF INTENT
SENIORITY CALCULATION/CONVERSION

In the event either party identifies a group of employees not covered under 20.01 (b), (c) or (d) above, the parties will meet to discuss the issue.

- 20.02 Seniority and service acquired in any Local 79 City of Toronto Collective Agreement will be recognized in this Collective Agreement.
- 20.03 An employee shall lose all seniority and service if:
- (i) he/she voluntarily terminates his/her employment subject to the right to rescind in 20.04;
 - (ii) he/she is discharged for reasonable cause;
 - (iii) he/she is absent without notice or without providing a satisfactory reason to the City in excess of seven (7) calendar days from the commencement of absence;
 - (iv) he/she fails to report for work within ten (10) working days from the date he/she is recalled to work under Article 35.
 - (v) he/she is not recalled to work within twenty-four (24) months of the date of his/her layoff from work pursuant to clause 35.03(b) and 35.14(a).
- 20.04 An employee who resigns shall have the right to rescind his/her resignation, provided that he/she notifies his/her immediate supervisor in writing, with a copy to the Division Head concerned, within five (5) working days of the date on which he/she tenders his/her resignation.
- Upon receipt of such notification by the employee's supervisor, the employee shall be reinstated to his/her former position upon the commencement of his/her next scheduled shift.
- It is understood that such time off shall be without pay, but with seniority and benefits.
- 20.05 The City shall maintain a seniority list of all employees coming within Local 79. An up-to-date copy of such list shall be forwarded electronically to Local 79 on a quarterly basis.
- 20.06(a) An employee covered by the part-time Homes for the Aged Collective Agreement, the part-time Unit B Collective Agreement or the Recreation Workers (Part-time) Collective Agreement, as the case may be, who is appointed or promoted to a temporary or permanent position covered by this Collective Agreement, shall carry with him/her such accrued seniority and service as was calculated, defined and prescribed in the Collective Agreement covering the part-time Homes for the Aged Collective Agreement, the part-time Unit B Collective Agreement or the Recreation Workers (Part-time) Collective Agreement, as the case may be.
- 20.06(b) The treatment of such seniority (conversion of seniority hours to a seniority date) shall be as set out in the relevant clauses of the three above-mentioned Collective Agreements (part-time Homes for the Aged – clause 17.05; Part-Time Unit B – clause 13.02 and Recreation Workers (Part-time) – clause 30.01(b))

**LETTER OF INTENT
CARRIAGE OF SENIORITY**

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

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

- 21.01 It is the policy of the City to place in other positions any permanent employees who may be displaced by reason of:
- (a) Technological improvements in the operation of the City;
 - (b) The contracting out of any work now performed by employees; or
 - (c) The deletion or elimination of a position or job classification.
- 21.02(a) The City will provide Local 79 with at least thirty (30) calendar days written notice prior to proposing to delete any position or job classification in the bargaining unit where there is a permanent incumbent.
- Said notice shall contain an invitation from the Director, Employee and Labour Relations, to meet within ten (10) calendar days for the purpose of discussing the proposed deletion. Information pertinent to the proposed deletion shall be made available to Local 79.
- Local 79 and the City shall establish a joint committee to review all operations and services for the purpose of contracting in wherever feasible.
- 21.02(b) The provisions of Article 23 (Notice of Contracting Out), Letter of Intent – Joint Re-Deployment Programs and the Letter of Intent – contracting Out all continue to apply to the permanent employees dealt with under this Article.
- 21.03(a) A permanent employee displaced by reason(s) set out in clause 21.01 shall, after consultation with Local 79, be placed in any vacant permanent position, which he/she can perform. In the event that there are two (2) or more employees who can perform the work, the employee with the most seniority shall be placed in the position and the other employees will continue to be dealt with in accordance with this Article. The job posting provisions of Article 15 (Job Postings) do not apply to this placement.
- 21.03(b) Clause 21.03(a) shall apply when a displaced permanent employee is placed in a temporary position. In the event that a displaced permanent employee is placed in a temporary position he/she shall retain his/her permanent status. Any displaced permanent employee placed in a temporary position shall continue to receive the wage rate of his/her former permanent position until he/she is placed in a permanent position. At such time the employee shall be subject to the provisions of clause 21.04(b).
- 21.04(a) Where subject to clause 21.03(a) the City identifies a position into which a displaced permanent employee may be permanently placed, the City shall provide the training, at its expense, that it considers necessary to enable the displaced employee to perform the duties of the position.
- 21.04(b) Where a permanent employee is displaced in accordance with clause 21.01 and subject to clause 21.03(a) is permanently placed in a position for which a lower wage rate is applicable, such employee shall continue to receive the rate they were receiving prior to

such re-assignment for the thirty-five (35) month period immediately following the effective date of their re-assignment. Following the expiry of the thirty-five (35) month period, such employee will then receive the rate applicable to their new position. Such change in rate will be effective the first of the pay period following the expiry of the aforementioned thirty-five (35) month period.

- 21.04(c) For those employees reassigned pursuant to clause 21.04(b) who are within five (5) years of their mandatory retirement age, the thirty-five (35) month period shall be amended to read "up to forty-eight (48) months".
- 21.05 In those cases where an increment structure would apply, no further increments applicable to an employee's former position shall be granted following his/her re-assignment pursuant to clause 21.04(b) above.
- 21.06 In the event that the affected employee is not placed in another permanent position, such employee, in conjunction with Local 79, may request discussions with the City regarding exit incentives or early retirement.
- 21.07 Where a permanent employee is displaced in accordance with Article 21, the obligation under this Article shall apply only until such time as the employee may be laid off pursuant to Article 35.
- 21.08 Following the application of the provisions of this Article, if the City has not been able to place the permanent employee in accordance with its policy, the employee may then be subject to layoff pursuant to Article 35.

**LETTER OF INTENT
CONTRACTING OUT**

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

**LETTER OF INTENT
JOINT RE-DEPLOYMENT PROGRAMS**

1. The purpose of the Joint Re-deployment Committee is to develop and implement a program that will facilitate the placement of those permanent employees who are displaced by reason of:
 - (i) The deletion or elimination of their position;
 - (ii) Technological change; or
 - (iii) Contracting out.
2. It is understood that any placement made pursuant to this program will be made in accordance with Clause 21.03(a).
3. Principles
Principles that guide this process are: early involvement and on-going communication between the parties and the development of a joint redeployment program to be implemented across all divisions in the City.
4. Timelines
The City will adhere to the timelines as set out in this Collective Agreement.
5. The City will communicate at the earliest possible time with respect to circumstances that may result in the displacement of permanent employees by reason of the deletion or elimination of

their position, technological change or contracting out. Such circumstances may include restructuring initiatives within the departments.

6. Information Requirements

The following information will be made available to the Joint Re-deployment Committee:

- (i) List of names, seniority dates and division/section of displaced employee(s);
- (ii) Explanation for the displacement of the affected employee(s);
- (iii) List of vacant permanent positions; and
- (iv) List of vacant temporary positions.

7. Information pertinent to the proposed displacement of permanent employees shall be made available to Local 79 if available. This may include, but would not be limited to:

- (i) Council directives regarding budget reductions and associated financial information (excluding in-camera sessions);
- (ii) Revised organization structures resulting in the deletion of positions, and/or;
- (iii) The introduction of new systems resulting in revised work processes/ methods.

8. In addition, the Committee shall be provided with the following information, if available:

- (i) Current positions, complement/establishment number and number of incumbents, permanent and temporary;
- (ii) An explanation of who will do the work of any positions that are being deleted;
- (iii) An analysis of any new positions which may be created, including draft job descriptions, proposed wage rates, and required qualifications;
- (iv) An early identification of any new skills necessary in the Division/Section, including those required for the new positions;
- (v) The identification of any upgrading, training or education that current employees may require;
- (vi) List of temporary positions;
- (vii) List of all employees in Alternate Rate assignments and the length of such assignments in the Division;
- (viii) Local 79 reserves the right to present in writing to the Committee suggested changes to any redeployment proposals by the City, including recommendations concerning appropriate training.

9. Workforce Transition Program

Where permanent employees are displaced by reason of position deletion, technological change or contracting out, the City will meet with Local 79 to discuss the options available prior to offering the Voluntary Separation/Early Retirement Program and the City will consider any requests for voluntary exit or early retirement.

10. Matching

For each permanent employee displaced by the deletion of his/her position, technological change or contracting out, the Joint Committee will enter a phase of matching employees to positions. The City shall bring to the Committee a list of potential matches and, if necessary, proposed training requirements. Using the information available to it, including the employee(s)' current job description and their skill sets, the committee will:

- (i) Identify new positions being created;

- (ii) Identify other available positions in the City;
- (iii) Identify training, education and skills upgrading which the City can offer to the affected employee(s) so that they can be placed in the new positions; and
- (iv) Identify possible career paths that include the use of leaves of absence and tuition reimbursement for employees to take advantage of these opportunities.

11. Through joint discussions, the committee will match displaced employees to any existing or new positions in his/her Division/Section or to other permanent positions elsewhere in the City.

During the re-deployment period, the onus shall be on the City to show that it has made all reasonable efforts, in good faith, to find a permanent position for the displaced employee. The City must share all relevant documentation with the Union and hold meetings, as reasonably requested by the Union, to elaborate on the efforts that it is making and to respond to reasonable proposals from the Union as to additional or alternative possibilities for placement.

12. It is understood that the "receiving" division will assess the displaced employee(s)' qualifications for the position. Any such review shall be consistent with the City's policy to place in other positions permanent employee(s) who are displaced by reason of the deletion or elimination of their position, technological change or contracting out.

13. An employee who has been displaced may refuse a proposed permanent placement when a valid reason is presented to the committee.

14. Rematching

Within three months of the matching and placement of an employee in a permanent position, either the employee or the employer may conclude that the match/placement is not appropriate and may request a re-matching.

If this occurs, the parties will meet in the Joint Redeployment Committee and recommence the matching process for a period of three (3) months. If the City elects, as it is entitled to do, to leave the employee in the mismatched position during the period of up to three (3) months while a search is conducted for another permanent position, the obligation shall be on the City to ensure that the employee is accommodated and treated fairly in the permanent position until the rematching process is completed.

If, on the other hand, the City elects to place the mismatched employee in a temporary position during the rematching search, the "clock" for the purposes of wage protection shall stop running while the employee is in the temporary position. That is to say that the time spent in the temporary placement shall not count toward the 35 months of salary protection.

15. Employees will not be subject to Article 35 (Layoff and Recall) until the City has determined conclusively that it has exhausted every good faith effort to place the employee in a permanent or temporary position.

16. Amendments to the Program

If at any time during the life of this Redeployment Program, the parties find it necessary to amend this program 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 amendment(s) that may be appropriate.

17. Dispute Resolution

Any disputes arising out of the redeployment process may be brought to the Director of Employee and Labour Relations by Local 79.

Article 22
WORKPLACE SAFETY AND INSURANCE BENEFITS

- 22.01 Where in an action or by settlement of a claim arising out of an accident to an employee of the City coming within the 79 Unit, the City recovers from a third party as a result of such accident a larger amount, exclusive of costs, than the amount paid to or on behalf of such employee including the costs of the services of the Solicitor for the City, the surplus amount shall be allocated by the City in accordance with the requirements of the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.
- 22.02 Where an employee who is injured in circumstances in which he/she may be entitled to compensation under the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended, elects to claim against a third person, he/she shall, as a condition of receiving Sick Pay, Short Term Wage Protection Benefits, Salary Continuance Benefits, Income Protection Benefits or Short Term Disability Benefits, agree to provide in writing an undertaking to reimburse the City out of the proceeds of any settlement or judgement upon such claim, the amount of money equivalent to the value of such Sick Pay, Short Term Wage Protection Benefits, Salary Continuance Benefits, Income Protection Benefits, Short Term Disability Benefits and Workplace Safety and Insurance Board Benefits as the case may be, and upon his/her having made such reimbursement, his/her accumulated Sick Pay, Short Term Wage Protection Plan, Salary Continuance Plan, Income Protection Plan or Short Term Disability Plan as the case may be shall be restored accordingly.
- 22.03(a) Where an employee who is injured on duty with the City in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, and who has made a claim to the Workplace Safety and Insurance Board in accordance with the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended, shall, provided he/she has qualified for Sick Pay, or Short Term Wage Protection Benefits, or Salary Continuance Benefits, or Income Protection Benefits or Short Term Disability Benefits in accordance with Article 11 (Sick Pay), be paid an amount equal to his/her full net pay while the employee is off work and until such time as a ruling has been made by the Workplace Safety and Insurance Board.
- 22.03(b) If the employee's claim is denied and the employee has otherwise qualified for Sick Pay, Short Term Wage Protection Benefits, Salary Continuance Benefits, Income Protection Benefits or Short Term Disability Benefits the denial of the claim shall not act as a bar to the employee claiming benefits in accordance with the provisions of Article 11 (Sick Pay).
- 22.03(c) The full net pay of an employee shall be as determined by the City by deducting from the employee's gross earnings the probable Income Tax, Canada Pension Plan premiums, and Employment Insurance premiums.
- 22.04 Where the Workplace Safety and Insurance Board approves the claim, and for as long as the employee is receiving a full loss of earnings benefit in accordance with Section 43 of the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended, the employee shall continue to receive the full net pay amount as defined in clause 22.03(c). Such full net pay shall include benefit payments approved by the Workplace Safety and Insurance Board. Such full net pay shall include the full **loss** of earnings benefit payments in accordance with Section 43 of the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended, as approved by the Workplace Safety and Insurance Board.
- 22.05 If the employee is unable to return to work after a claim is approved, he/she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board and for those who qualify for Sick Pay, Short Term Wage Protection Benefits, Salary Continuance Benefits, Income Protection

Benefits or Short Term Disability Benefits, in accordance with Article 11 (Sick Pay), receive the remainder of the net pay amount from the City. From the portion the employee is receiving from the City, the following deductions shall be made: the employee's Pension contributions and if applicable, the employee's share of Extended Group Life Insurance premiums and any further deductions required by law. No deductions will be made from the sick bank of an employee who received payments under clauses 22.03(a) and 22.05 (Note: This will leave a net balance approximately equal to an employee's normal take home pay.)

- 22.06 Employees who have not qualified for Sick Pay, Short Term Wage Protection Benefits, Short Term Disability Benefits, Salary Continuance Benefits or Income Protection Benefits, in accordance with Article 11 (Sick Pay) shall, if their Workplace Safety and Insurance Board claim is approved, receive their benefit payments from the Workplace Safety and Insurance Board.
- 22.07 An employee in receipt of a loss of earnings benefit in accordance with Section 43 of the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended, who is not on layoff shall be considered to be an employee on the active payroll and;
- 22.07(a) Continues to accrue seniority, service, vacation and sick pay credits, and
- 22.07(b) Continues to be entitled to benefit coverage which shall be maintained by the City in the same manner as though the employee were at work, and
- 22.07(c) The foregoing shall have no effect on any permanent partial disability pension, which an employee may be receiving.
- 22.08(a) Where the claim is not approved or where an employee receives monies in excess of his/her appropriate net pay amount, such excess shall be treated as an overpayment and the City shall make recovery from the wages of the employee. It is agreed that the affected employee(s) shall provide to the City any recovery consents required by law to give effect to such recoveries.
- 22.08(b) In the event of an overpayment, the City shall advise the employee in advance of the implementation of any schedule of recovery with respect to said overpayment. The recovery Schedule shall not exceed the maximum permitted by the Wages Act, R.S.O. 1990 as amended, unless the parties agree otherwise.
- If so requested the City shall meet with the employee so that the employee may provide his/her input regarding an appropriate schedule of recovery. The employee may be accompanied by either his/her Steward or other Union Representative at such meeting should he/she so request.
- 22.09 An employee, who sustains a compensable injury and, as a result, must leave work before the end of his/her shift, on the day the injury occurred, shall be paid to the end of the shift.
- 22.10 The Short Term Wage Protection Benefit Plan, the Salary Continuance Plan, the Income Protection Plan and the Short Term Disability Benefit Plans referred to in this Article are in reference to existing sick pay plans for the former City of Etobicoke, Borough of East York, Borough of East York Board of Health, City of York Board of Health, City of Scarborough and City of York employees as set out in Schedule 2 of this agreement.
- 22.11 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.

- 22.12 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.
- 22.13 Leave of absence, with pay, shall be granted to two (2) full-time Workers' Compensation/Rehabilitation Representatives whose responsibilities will include worker's compensation and rehabilitation. The cost of such leave shall be shared equally by the parties.

**LETTER OF INTENT
RECOVERY OF WSIB OVERPAYMENTS**

Within sixty (60) days of ratification, the City will provide Local 79 with a list of the names of employees who are in receipt of an overpayment under clause 22.08(a). Within sixty (60) days of receipt of such list, Local 79 will meet with the City and the affected employees to discuss an appropriate schedule of recovery.

**Article 23
NOTICE OF CONTRACTING OUT**

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

**Article 24
NO STRIKE OR LOCKOUT**

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

**Article 25
PROTECTIVE EQUIPMENT, PROTECTIVE CLOTHING AND WEARING APPAREL**

- 25.01(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.

- (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.

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

Protective Clothing, Equipment and Wearing Apparel Committee

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

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

25.04 The Committee shall have the following responsibilities:

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

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

25.06 Effective 2006, the City shall pay an annual clothing allowance of one hundred and fifty dollars (\$150.00) on the first pay period following March 31st of each year to full-time Daycare Housekeepers in the Children's Services Division and full time Nursing employees in the Homes for the Aged Division. For part time Housekeepers in the Children's Services Division or part time Nursing employees in the Homes for the Aged Division covered by this full time Collective agreement, the \$150.00 annual clothing allowance will be pro-rated based on aggregate hours paid in a year.

**Article 26
LEGAL EXPENSES**

26.01 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 Administration Committee and the 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).

- 26.02 For employees who are members of a professional regulating organization, "acquitted" includes any final decision that does not result in disciplinary action. For employees who are members of a profession listed in the Regulated Health Professions Act, 1991, S.O. 1991, as amended, "disciplinary action" occurs only when imposed by the applicable Discipline Committee.
- 26.03 Where an action or other proceeding is brought against an employee of the City, which in the opinion of City Council arises out of acts or omissions done or made by such employee in his/her capacity as an employee of the City, the City may pay damages or costs awarded against such employee or legal expenses incurred by him/her as may be determined by City Council as provided for by Section 279 of the Municipal Act, 2001, S.O. 2001, as amended. Whenever an action or other proceeding is brought against an employee, the employee is to advise the Insurance and Risk Management Section of the Corporate Finance Division immediately with respect to such action or proceeding.
- 26.04 In the event the City reimburses an employee, under this Article, for any legal expenses, damages or costs, the employee shall be compensated at his/her regular rate of pay for the time lost from his/her regular working schedule as a result of being required to attend court or appear before their professional regulating organization.
- 26.05 Where the employee is provided with insurance to cover his/her legal expenses by reason of his/her membership in his/her professional regulating organization or association, he/she must exhaust those rights first before being eligible for reimbursement for his/her legal expenses pursuant to this Article.
- 26.06 The City agrees to produce a standard letter for the use of employees charged with an offence for an act(s) done while performing their duties for the City. This letter will contain the telephone number for the Lawyer Referral Service offered by the Law Society of Upper Canada and will also outline the City's policy on payment of legal fees for the information of employees and legal counsel they may retain. In those cases where an employee is named as a party defendant in a civil action or proceeding, such letter will be provided to the employee upon his/her request.

**Article 27
PLURAL**

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

**Article 28
DEFINITION OF SERVICE**

- 28.01 Unless otherwise specified, whenever the term "service" is used within this Collective Agreement, it shall be defined as all time paid with the City.

- 28.02(a) Notwithstanding the foregoing sub-clause, effective May 11, 2000, all employees who were covered by a predecessor Collective Agreement shall have placed to their credit service as they had accumulated in accordance with the terms of their predecessor Collective Agreements. Following the aforementioned effective date, employees shall continue to accrue service in accordance with the terms of this Collective Agreement.
- 28.02(b) Notwithstanding clause 28.01 and subject to clause 28.03 herein, effective May 11, 2000, all employees who were not covered by a predecessor Collective Agreement shall have placed to their credit service which shall be deemed to be synonymous with seniority as calculated in accordance with Section 33(3)(b) or (c) of the Public Sector Labour Relations Transition Act, 1997, S.O. 1997, c.21, Schedule B which shall be calculated from the first date of hire with their predecessor employer unless they lost service in accordance with clause 28.03 in which case it shall be calculated from their subsequent date of hire. Following the aforementioned effective date, employees shall continue to accrue service in accordance with the terms of this Collective Agreement.
- 28.02(c) Immediately following May 11, 2000, the parties will meet to establish the appropriate service for all employees covered by Etobicoke CUPE Local 3431, Etobicoke ONA Local 29, and North York ONA Local 41 Collective Agreements. If there is a disagreement between the parties, Local 79 may file a grievance at Step 3.
- 28.03 Service shall not include periods when an employee is on:
- (i) suspension, without pay, of more than ten (10) working days;
 - (ii) leave of absence without pay due to illness or injury in excess of twenty-six (26) consecutive bi-weekly pay periods for the purpose of Article 10 (Vacations) clauses 10.01(d)(i) and 10.01(d)(ii), and Article 12 (Extended Health Care/Dental/Group Life and Long Term Disability Insurance) clause 12.01(c);
 - (iii) approved leave of absence without pay, except as otherwise provided in this agreement;
 - (iv) any unauthorized leave of absence; and,
 - (v) any period of layoff.
- 28.04 Immediately following the ratification of the May 11, 2000 Collective Agreement, the City shall establish for each employee his/her service and shall notify each employee in writing of such. A complaint concerning the accuracy of an employee's service shall be considered if submitted within sixty (60) working days of the employee's receipt of the notice of service.

Article 29
ACQUAINTING NEW EMPLOYEES

- 29.01(a) New employees shall be advised of the name of the employee's steward and/or Local 79 representative(s) and provided with an introduction within the first thirty (30) days of employment.
- 29.01(b) The steward or a Local 79 Representative, as the case may be, shall be allowed fifteen (15) minutes to meet with the new employee at a time mutually acceptable to the steward or Local 79 Representative, as the case may be and the employee's immediate supervisor.
- 29.01(c) Where the Employer holds a formal orientation session for a group of new employees, the President of Local 79 or his/her designate shall be invited to participate in the orientation session. Where the President's designate attends such orientation session, time spent at the session shall be without loss of pay or benefits.

**Article 30
EMPLOYEE ACCESS TO CORPORATE PERSONNEL FILE**

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

**Article 31
CHANGE OF ADDRESS**

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

**Article 32
DESIGNATES**

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

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

- 33.01 This agreement shall remain in force from the 1st day of January, 2005 until and including the 31st day of December, 2008 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 34
PRINTING OF THE COLLECTIVE AGREEMENT**

- 34.01 Provided the parties execute the Collective Agreement within sixty (60) days of the ratification of the Memorandum of Agreement, the parties shall share on a 50/50 basis the cost of printing and distributing of such Collective Agreements to the appropriate bargaining unit and management staff. The sixty (60) day time period may be extended by mutual agreement.
- 34.02 The City shall post seniority lists, a list of officers and stewards of Local 79 and the Collective Agreements on the City of Toronto Intranet as soon as reasonably possible following ratification.
- 34.03 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 35
LAYOFF AND RECALL**

Notice of Layoff – Temporary Employees

- 35.01(a) The City shall provide written notice of layoff to temporary employees in accordance with the Employment Standards Act, 2000, as amended.
- (b) A layoff notice shall be copied to the Union at the same time it is issued to the affected employee.

Notice of Layoff – Permanent Employees

- 35.02 (a) The Director of Employee and Labour Relations shall provide written notice of any proposed layoff(s) of permanent employees to the Union at least fourteen (14) calendar days prior to any notice to employee(s). Upon request, the Director of Employee & Labour Relations shall meet with the Union within seven (7) calendar days to discuss the layoff(s).
- 35.02(b) The City shall provide written notice of layoff to permanent employees as follows:
- (i) at least thirty (30) calendar days prior to the effective date of the layoff, or,
 - (ii) the notice required by the Employment Standards Act, 2000, S.O. 2000, as amended, whichever is greater.
- 35.02(c) A layoff notice shall be copied to the Union at the same time it is issued to the affected employee.

Layoff & Recall of Temporary Employees

- 35.03(a) Subject to clauses 4.01, 20.01(a) and 20.03, temporary employee(s) shall be laid off before permanent employee(s) in reverse order of seniority within the job classification.
- 35.03(b) If and when work becomes available, a laid off temporary employee shall be recalled to temporary work in his/her job classification in order of his/her seniority provided that:
- (i) not more than twenty-four (24) months have elapsed from the effective date of the layoff,
 - (ii) the employee possesses the necessary qualifications to perform the work required, and
 - (iii) there is no permanent employee who can be recalled in accordance with this Article.
- 35.03(c) During the period in which a temporary employee is on layoff, such person shall not be entitled to the benefits provided under this Agreement, other than the right of recall within the time provided in clause 35.03(b)(i), and the right to proceed in a Job Posting as provided in accordance with Article 15. Notwithstanding the above, a temporary employee in receipt of benefits at the time of layoff shall have the option to continue health and dental benefits coverage under Article 12 for a three (3) month period following layoff. If an employee elects this option, he/she shall pre-pay to the City the full cost of such benefits,
- 35.03(d) Subject to 35.03(c), an employee who makes application for a Job Posting pursuant to Article 15, either prior to being laid off or after he/she has been laid off, shall proceed in such Job Posting in accordance with Article 15.

- 35.03(e) A temporary employee who has been laid off for less than twenty-four (24) months and who has not acquired a seniority date may be given preference for re-employment to a temporary assignment over new hires, provided that the person has the necessary qualifications to perform the work.

Effective January 1, 2006 – Layoff and Recall of Temporary Employees

- 35.03(A) Subject to clauses 4.01, 20.01(a) and 20.03, temporary employee(s) shall be laid off before permanent employee(s) in reverse order of seniority within the job classification.

- 35.03(B) If and when work becomes available, a laid off temporary employee shall be recalled to any temporary work in order of his/her seniority provided that:

- (i) not more than twenty-four (24) months have elapsed from the effective date of the layoff,
- (ii) the employee possesses the necessary qualifications to perform the work required,
- (iii) the work is at a wage grade equal to or lower than that from which they were laid off. Where it is not possible to recall an employee to a wage grade equal to his/her pre lay off wage grade, the City shall make every effort to recall employees to work closest to his/her pre lay off wage grade, and;
- (iv) there is no permanent employee who can be recalled in accordance with this Article.

- 35.03(C) During the period in which a person is on layoff, such person shall not be entitled to the benefits provided under this Agreement, other than the right of recall within the time provided in clause 35.03(B)(i), and the right to proceed in a Job Posting as provided in accordance with Article 15. Notwithstanding the above, a temporary employee in receipt of benefits at the time of layoff shall have the option to continue health and dental benefits coverage under Article 12 for a three (3) month period following layoff. If an employee elects this option, he/she shall pre-pay to the City the full cost of such benefits.

- 35.03(D) Subject to 35.03(C), a temporary employee who makes application for a Job Posting pursuant to Article 15, either prior to being laid off or after he/she has been laid off, shall proceed in such Job Posting in accordance with Article 15.

- 35.03(E) A temporary employee who has been laid off for less than twenty-four (24) months and who has not acquired a seniority date may be given preference for re-employment to a temporary assignment over new hires, provided that the person has the necessary qualifications to perform the work.

Layoff and Recall of Permanent Employees

- 35.04(a) Subject to clauses 4.01, 20.01(a) 20.03, 35.03(a) and effective January 1, 2006, 35.03(A), permanent employee(s) shall be laid off in reverse order of seniority within the job classification.

- 35.04(b) A permanent employee, who has received notice of lay off shall elect one of the following:
- (i) to accept lay off and be placed on the recall list,
 - (ii) to accept a voluntary exit package, if offered by the City,
 - (iii) to accept early retirement if eligible,

- (iv) to be placed in a vacant permanent position provided that the employee has the necessary qualifications to perform the work required and has not already been offered a position through the Employment Security & Re-deployment process,
 - (v) to be placed in a temporary assignment provided that the employee has the necessary qualifications to perform the work required provided there is no vacant permanent position available and the employee has not already been offered a position through the Employment Security & Re-deployment process,
- or;
- (vi) if (iv) and (v) are not possible, the employee may exercise his/her seniority rights to displace an employee in the manner described in clause 35.08 below, provided that the employee has the necessary qualifications to perform the work required.

35.04(c) Where an employee can not be placed into a vacancy or there is not a temporary or permanent employee to displace, the employee shall be laid off and placed on the recall list.

35.04(d) Where there are two (2) or more employees identified for lay off on the same date, employees shall choose in order of seniority from the options available in 35.04(b).

35.04(e) The Job Posting provisions of the Collective Agreement do not apply to placements under this Article.

35.05 Where subject to clause 35.04(b)(iv), the City identifies a position into which a permanent employee may be permanently placed, the City shall provide the training, at its expense, that it considers necessary to enable such employee to perform the duties of the position.

35.06(a) During the period in which a permanent employee is on layoff, such person shall not be entitled to the benefits provided under this Agreement, other than the right of recall within the time provided in clause 35.14(a), the right to be considered for a permanent position as provided in clause 35.04(b)(iv), or a temporary position as provided in clause 35.04(b)(v), and the right to proceed in a Job Posting as provided in clause 35.06(b). Notwithstanding the above, a permanent employee in receipt of benefits at the time of layoff shall have the option to continue health and dental benefits under Article 12 for a three (3) month period following layoff. If an employee elects this option, he/she shall pre-pay to the City the full cost of such benefits.

35.06(b) Subject to clause 35.06(a), an employee who makes application for a job posting pursuant to Article 15 either prior to being laid off, or after he/she has been laid off, shall proceed in such Job Posting in accordance with Article 15. The right to apply and/or proceed in such Job Posting shall not extend beyond the period of recall as set out in clause 35.14(a).

35.07 An employee who has been laid off for less than twenty-four (24) months and who has not acquired a seniority date may be given preference for re-employment over new hires, provided that the employee has the necessary qualifications to perform the work.

35.08 Where an employee elects to displace in accordance with 35.04(b)(vi), the employee shall, provided the employee is qualified:

- (a) displace the temporary employee with the least seniority in the same wage grade or, if that is not possible, then
- (b) displace the temporary employee with the least seniority in the next lower wage grade, or if this is not possible, continue the process with each subsequent lower wage grade or, if this is not possible, then

- (c) displace the junior permanent employee with the least seniority in the same wage grade and if that is not possible, then
- (d) displace the junior permanent employee with the least seniority in the next lower wage grade, or if this is not possible, continue the process with each subsequent lower wage grade.

- 35.09 Employees who elect to be placed or to displace shall be provided with a list of vacancies or assignments/positions for which they possess the necessary qualifications to perform the work to which they could be re-deployed.
- 35.10 In the event that a permanent employee displaces a temporary employee, he/she shall retain his/her permanent status.
- 35.11 The permanent employee who displaces the junior employee and as a result is placed in a position in a lower wage grade, will continue to receive the hourly rate he/she was receiving prior to displacing the employee. This rate protection will extend for the thirty-five (35) month period immediately following the date he/she was placed in the lower wage grade. If the permanent employee is within five (5) years of his/her mandatory retirement age, the thirty-five (35) month period shall be extended to forty-eight (48) months. Following the expiry of the rate protection period, the employee will then receive the actual hourly rate of his/her new position. The change in hourly rate will be effective the first day of the pay period following the expiry of the period of rate protection. In those cases where an increment structure would apply, no further increments applicable to the permanent employee's former position shall be granted following his/her reassignment.
- 35.12 The parties agree in principle that temporary employees shall be laid off prior to any permanent employee being laid off. However, a permanent employee will not displace a temporary employee who has less than six (6) weeks remaining in his/her contract of employment.
- 35.13 Notwithstanding Article 15 (Job Postings), prior to posting a position, the City shall ensure that there are no employees on the recall list who could be recalled to such assignment/position.
- 35.14(a) If and when any assignment/position becomes available, permanent employees who have been laid off under this Article shall be recalled, provided that not more than twenty-four (24) months have elapsed from the date they were laid off. Recall shall be to any assignment/position for which they have the qualifications to perform the work, and to a wage grade equal to or lower than that from which they were laid off, in order of seniority.
- 35.14(b) Permanent employees shall have the right to refuse recall once to any job classification, except the job classification from which they were initially laid off, within the twenty-four (24) month period identified in clause 35.14(a). Upon the second refusal, clause 20.03(iv) of the Collective Agreement shall apply.
- 35.14(c) Permanent employees recalled to an assignment/position in a lower wage grade will maintain their pre-layoff base hourly rate of pay for a period of thirty-five (35) months. If the employee is within five (5) years of his/her mandatory retirement age the thirty-five (35) months shall be extended to forty-eight (48) months.
- 35.15 All offers of recall shall be made by phone and confirmed in writing to the last phone number and address on record with the Employer. The notification will confirm the following: the job classification, the wage grade, the hours of work, the work location,

hourly wage, the date of return, a City of Toronto contact phone number and a form to indicate the employee's acceptance or refusal. The employee shall be given up to ten (10) working days to report for work. A copy of the written confirmation indicating the employee's acceptance or refusal shall be provided to the union.

- 35.16 The Union shall have the right to monitor the layoff, placement, displacement and recall procedures and shall be provided with all relevant documents necessary to accomplish this process. Further, the Union shall be notified by the City and shall have the right to attend any meetings the City holds with affected employees during the processes under this Article.
- 35.17 Prior to any grievance being filed, should any concerns or disputes arise out of the application of this Article, the Director of Employee and Labour Relations shall meet with the representatives of Local 79 within ten (10) calendar days of the receipt of the concerns or disputes.

Article 36 HEALTH AND SAFETY

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

**LETTER OF INTENT
HEALTH AND SAFETY**

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

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

**LETTER OF INTENT
HEALTH AND SAFETY POLICIES**

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

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

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

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

1. The parties shall meet during the term of this Collective Agreement to explore alternative means to achieve sharing of Health & Safety information across a particular Division and discuss terms of reference to be used by future Joint Health & Safety committees established under subsection 9(3.1) of the Occupational Health & Safety Act, R.S.O. 1990, as amended.
2. The parties agree, that with advance notice, Local 79 Corporate Health & Safety representatives shall not be denied access to any City of Toronto workplace.
3. Local 79 Corporate Health and Safety representatives, with advance notice to the co-chairs, shall have the right to attend all City of Toronto workplace Health & Safety meetings to act as a resource to CUPE Local 79 committee members.
- 4(a) When a Health & Safety event arises in a Home for the Aged that Local 79 wishes to address, the request for access to the Home for the Aged will be coordinated through the President of Local 79 or his/her designate and the General Manager of the Homes for the Aged or his/her designate.
- 4(b) The parties jointly agree that any permitted access to a resident home area must at all time comply with the Residents' Bill of Rights and must not constrain the delivery of resident care or service or the effective operation of the resident home area. It is the intent of both parties to conduct themselves in a manner that demonstrates appropriate respect for the residents and their home.

**LETTER OF INTENT
JOINT HEALTH & 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.

Article 37 EMPLOYMENT EQUITY

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

- (a) City-wide promotion system;
- (b) Increasing the range of opportunities for permanent jobs;
- (c) Ensuring access to employment opportunities for all employees of the City;
- (d) Promotion as opposed to alternate rate;
- (e) Improving training and development opportunities for all employees;
- (9) Career planning;
- (g) Recognizing equivalents to academic credentials; and
- (h) Career-related leaves and educational opportunities.

Article 38 EDUCATION, TRAINING AND UPGRADING PROGRAMS

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

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

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

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

**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. The parties agree to establish sub-committees within thirty (30) days of ratification in divisions where they have not been established.

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

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

**Article 40
PAY EQUITY**

40.01 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:

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

achieving and maintaining the objectives of the Pay Equity Act, R.S.O. 1990, as amended.

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

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

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

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

**Article 41
PRESERVATION OF CITY PROGRAMS**

41.01 Homes for the Aged Division will invite CUPE Local 79 to meet annually to communicate and discuss classification results, changes in funding and planned budget response.

**LETTER OF INTENT
CONTRACTING OUT, EMPLOYMENT SECURITY AND CONTINUOUS IMPROVEMENT**

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

The City confirms that during the term of this Collective Agreement and any extension by law, there shall be no new contracting out of work of the Local 79 bargaining unit resulting directly or indirectly in the layoff or loss of employment of permanent employees.

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

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

The Mayor
The President and members of executive of CUPE Local 79
The City Manager
The Deputy City Managers
The Executive Director of Human Resources
The Director of Employee & Labour Relations and Chief Negotiator

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

- Proper workforce utilization
- Corporate re-deployment to facilitate greater flexibility in the workplace
- The creation of a corporate holding bank for injured workers, funded corporately
- The non-filling of vacancies, City's increased gapping, excessive workload, overtime and system inefficiencies
- Improving workplace morale for members

- Equipment related issues to be better able to do the job
- Organization of work
- Management to worker ratios
- Role of the Union in the City's plans and responses regarding Emergency preparedness (disaster relief)
- The provisions of enhanced public services to be delivered by the public sector
- Addressing systemic barriers to improving public services
- Lunch and rest periods in accordance with the Collective Agreements
- An employee education, training and upgrading program including Adult Basic Education (ABE)

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

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

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

Article 42 LETTERS OF INTENT

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

Article 43 PART TIME PROGRAM FOR PERMANENT FULL TIME EMPLOYEES

Part-Time Program

- 43.01 The intent of this part-time program is to enable permanent full-time employees to work part-time hours on a temporary basis.
- (a) It is understood that this Article represents all of the terms and conditions applicable to this Part-Time Program for permanent full-time employees.
 - (b) An employee who participates in this Part-Time Program will retain all rights and benefits that he/she has accumulated prior to entry into the program. The applicability of such rights and benefits while participating in this program will be determined in accordance with this Article.
 - (c) Items/clauses not specifically contained/outlined in this Article are to be covered elsewhere in the full-time Collective Agreement.
 - (d) Prior to a full time employee agreeing to participate in the Part-Time Program, the City shall furnish the employee with a detailed calculation of all payroll deductions applicable, including the cost of benefits, so that the employee is fully aware of his/her additional costs associated with the part time work. Further, prior to an employee agreeing to participate, the City shall explain to the employee the

effects of his/her participation in the Part-Time Program with respect to W.S.I.B., E.I., sick pay gratuity, L.T.D. and pension.

Term

43.02 The initial length of participation in the Part-Time Program will be for a minimum of 6 months and a maximum of 2 years unless there is mutual agreement between the employee and his/her Division Head for a period shorter than 6 months. Employees may submit a written request for continued participation in the Part-Time Program at least two (2) months prior to the end of their term. If the Division Head can approve the request, and no other employee has requested entry into the part time program, the employee may be granted an extension to the part-time program at six (6) month intervals.

If multiple requests for the part-time program are submitted and not all can be approved, request(s) will be granted based on seniority. If an employee's request for the part-time program, either at entry or extension of term, cannot be granted at his/her work location, the employee may be placed at another work location, with mutual consent. Once an employee has been accepted into the Part-Time Program, they will commence working part time hours at the beginning of the next pay period or scheduling period.

Eligibility

43.03 (a) This Part-Time Program shall be available only to a permanent full-time employee within the Local 79 Full time Bargaining Unit in divisions other than Homes for the Aged who has completed his/her probationary period. Employees in the Homes for the Aged should refer to Article 44 for the Part-Time Program for Full Time Permanent Employees in the Homes for the Aged.

(b) Participants in the Part-Time Program will have regularly scheduled hours of 14/16, 21/24, 28/32, 35/40, 42/48, 49/56 or 56/64 hours per bi-weekly pay period or such other schedule as may be agreed to by the parties.

Entry Into The Part-Time Program

43.04 (a) Should an employee wish to participate in the Part-Time Program, such employee must submit his/her request in writing to his/her Division Head concerned outlining the details of the part time work he/she is requesting. The Division Head shall respond in writing within thirty (30) calendar days of receipt of the request.

(b) The Division Head will then meet with the employee in order to explore the possibility of approving the request.

(c) Should the Division Head be unable to grant the request, the employee shall be advised in writing of the reason(s) therefore. Said decision shall be at the sole discretion of the Division Head and shall not be unreasonably denied.

(d) When a request is granted, the employee will have a regular schedule as set out in 43.03(b) above and approved by the Division Head in consultation with the employee concerned. The number of hours per day and the number of days per bi-weekly pay period shall be regularly scheduled. Any changes to the regular schedule shall occur with the mutual consent of the employee and his/her Division Head. Failing mutual consent, the final approval of the schedule shall be at the sole discretion of the Division Head. The employee's schedule shall remain in effect for the duration of the term of their participation in the Part-Time Program unless the Division Head gives the employee four (4) weeks notice in writing that his/her schedule is being changed. If a temporary change in schedule

is necessary due to an emergency the employee will be provided with as much notice as is possible.

- (e) Where a request is granted and the Division Head decides to create an additional part time work assignment utilizing the remainder of the employee's former full time weekly hours, this assignment shall be made available first to staff who have previously expressed interest in participation in the Part-Time Program within the same Division. If more than one employee has expressed interest, then participation shall be granted in seniority order. If no one has expressed an interest in participation, then the assignment shall be advertised in the Division concerned for a period of ten (10) working days setting out the details of the assignment and the process for making application. The assignment will be filled in seniority order.
- (9) In Children's Services, Municipal Child Care Services, where a "match" is required for permanent employees to access this Part Time Program and no permanent employee has expressed interest, then the work will be made available first to temporary full time employees in the same classification in seniority order, then to Unit **B** part time employees in the same classification in seniority order. Unit **B** ECE employees who work the residual hours of Full Time permanent staff in the Part Time Program will remain members of Unit **B** and, as such, will have access to work offers from an ECE pool when they are available.
- (g) An employee who has participated in the Part Time Program and has reverted to his/her full time position may request re-entry into the program after a 6 month period.

Reversion to full-time Employment

- 43.05 Any employee participating in this program may return to his/her former full-time position by either employee or the Division Head providing the other with three (3) months notice in writing of his/her desire to effect such reversion. Subject to there being mutual agreement between the employee and the Division Head the notice period referred to herein may be reduced or extended. The reversion shall be effective the first of the pay period or scheduling period following the expiry of the notice period.

Seniority and Service

- 43.06 Seniority and service shall be in accordance with the full-time collective agreement. Seniority accrued since September 24, 2003 will be calculated in paid aggregate hours.

Benefits

- 43.07 The following plans, as described in the Local 79 full-time Collective Agreement, shall be available to employees who participate in this Program:
- (a) Extended Health Care Benefits
 - (b) Dental Benefits
 - (c) Long Term Disability - Said benefit shall be based on the employee's estimated part-time annual income, which shall be calculated on the basis of the number of regular hours such employee works bi-weekly.

- (d) Group Life Insurance –Said benefit shall be based on the employee’s estimated part-time annual income, which shall be calculated on the basis of the number of regular hours such employee works bi-weekly.
- (e) Accidental Death and Dismemberment Insurance –Said benefit shall be based on the employee’s estimated part-time annual income, which shall be calculated on the basis of the number of regular hours such employee works bi-weekly.

With the exception of the premiums for Long Term Disability, Group Life Insurance, and Accidental Death and Dismemberment Insurance, where such employees elect to participate and authorize a payroll deduction for his/her share of the premiums: the Employer shall pay a pro-rata portion of the premiums based on the following schedule:

Employee’s Bi-Weekly Hours Worked City Pays Employee Pays

Hours	City Pays	Employee Pays
14/16	0%	100%
21/24	30%	70%
28/32	40%	60%
35/40	50%	50%
42/48	60%	40%
49/56	70%	30%
56/64	80%	20%

Where the agreed to schedule of hours by the parties differs from the above, the pro rata portion of benefits will be calculated by Finance and shall reflect the above formula.

For purposes of this benefits section, “hours worked” shall include paid time off on sick leave, vacation, scheduled Designated Holidays or while in receipt of Workplace Safety and Insurance benefits.

An employee participating in this Part-Time Program who is in receipt of Long Term Disability benefits will continue to be eligible for the benefit coverage in accordance with the above schedule based on his/her pro-rata schedule on the date of his/her total disability.

For the purpose of enrolment in any or all of the said benefit plans, there shall be three (3) “open” periods per year, from the first to the fifteenth days inclusive of the months of January, May and September of each year.

The City will pay 100% of the Long-Term Disability Insurance, Group Life Insurance premiums and Accidental Death and Dismemberment Insurance for employees who qualify for benefit coverage.

In the event an employee works any number of hours in excess of his/her bi-weekly schedule said employee will be placed in the next appropriate benefit schedule and the City will pay the premiums accordingly for the subsequent premium month.

In the case of any hours worked by an employee in excess of the maximum indicated on the benefit schedule, the City shall, for the next subsequent month, pay 100% of the benefit premiums.

Any and all benefits that require the employee to contribute are optional except pension

If an employee elects to participate, coverage shall commence the first day of the month following enrolment and payroll deductions shall commence on the first pay period in that month.

An employee who wishes to terminate his/her participation in any or all of the plans must do **so** in writing, giving at least thirty (30) days notice. Employees who terminate coverage in any or all of the plans shall not be eligible to participate until the next "open" period.

Vacations

43.08 An employee shall be entitled to vacation in accordance with his/her previous year's service in accordance with Article 10 of the full-time Collective Agreement.

Vacation entitlement will be based on calendar year service.

Vacation pay will be pro-rated in accordance with an employee's paid hours or hours deemed to have been paid. Paid hours will not include any overtime hours.

An employee's vacation with pay earned in the year previous to commencing participation in the Part-Time Program shall not be affected and may be taken in the normal way.

Upon commencement of participation in the Part-Time Program, service shall be calculated on the basis of paid hours or hours deemed to have been paid.

Leaves of Absence

43.09 Leave(s) of absence shall be in accordance with the full-time Local 79 Collective Agreement.

Sick Pay

43.10 (a) Each employee shall receive sick pay credits according to the employee's paid hours using the formula of 0.06897 hours of sick pay credits for each paid hour, to a maximum of 126/144 hours per year. Scheduled days off will not be considered as breaking a month's service.

(b) Except as provided above, the payment and accumulation of sick pay shall be governed by the terms of the Local 79 full-time Collective Agreement with any necessary changes being made.

(c) Sick Pay Gratuity shall be applicable in accordance with the terms of the full-time Collective Agreement with any necessary changes being made.

(d) Notwithstanding 43.10(a), (b) and (c) above, employees referred to under Schedule 2 of the Full-Time Collective Agreement shall be covered by his/her respective plans on a pro-rata basis and by clauses 11.11 (a) and (b) of the full-time Collective Agreement.

Designated Holidays

43.11 (a) Clauses 9.01(a), 9.01(b) and 9.01(c) of the Full Time Collective Agreement shall be applicable to participants in this Part Time Program.

- (b) An employee who is not required to work on a designated holiday shall be entitled to payment for the holiday provided:
 - (i) Such employee worked or was paid at least 8 shifts during the two pay periods immediately preceding the holiday, and
 - (ii) Such employee was scheduled to work in the week before and/or the week after the holiday, and they do in fact report for work as scheduled on their last day before the holiday and on their first scheduled day after the holiday, unless they are absent due to illness, injury or on approved leave.
- (c) Holiday pay for employees who work shifts of less than eight (8) or seven (7) hours shall be the average of the paid straight-time hours of all shifts worked in the two pay periods preceding the holiday.
- (d) In accordance with the full-time Collective Agreement, where such employees work on a designated holiday, they shall in addition to the holiday pay outlined above, be paid at the rate of one and one half times his/her regular rate for all hours worked.
- (e) Where an employee has agreed to or is scheduled to work on a designated holiday and fails to do so for reasons other than illness, such employee shall forfeit the pay for that designated holiday.
- (f) Any employee who does not qualify for designated holiday pay in accordance with clause 43.11(d) above shall be paid designated holiday pay in accordance with the Employment Standards Act, 2000 as follows:
 - (i) An employee who is not required to work on a designated holiday as defined in clause 43.11(a) shall be entitled to payment for the designated holiday provided that he/she works the entirety of his/her regularly scheduled shift immediately before and after the designated holiday.
 - (ii) Notwithstanding clause 43.11(f)(i), where an employee demonstrates reasonable cause for not attending the shift before and after the designated holiday as required in clause 43.11(f)(i), he/she shall qualify for designated holiday pay
 - (iii) An employee who is required to and actually works the entirety of his/her shift on a designated holiday shall be paid designated holiday pay plus time and one half (1 ½) for all hours worked on the designated holiday.
 - (iv) Notwithstanding clause 43.11(f)(iii), where an employee demonstrates reasonable cause for not attending work as required in clause 43.11(f)(iii), he/she shall qualify for designated holiday pay.
 - (v) The designated holiday pay referred to in clause 43.11(f) shall be calculated in accordance with the Employment Standards Act, 2000 as follows:

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

- (g) Each employee shall be granted one (1) floating holiday per year in each calendar year, which will be taken at a time that is compatible with the operational requirements of the division concerned.

Overtime Pay

- 43.12 (a) Each employee shall be paid at the rate of time and one half for all time worked in excess of 7, 8 or 12 hours per day or where applicable 35/40 hours per week.
- (b) Lieu time is not applicable to participants of this Part-Time Program.

Shift Bonus

- 43.13 Shift bonus shall be in accordance with Article 7 (Premium Pay Provisions) of this Collective Agreement.

Grievance Procedure

- 43.14 The time limit for filing and/or forwarding a grievance to Step 2 shall be twenty (20) days. Other than the foregoing, the Grievance Procedure provisions of the Local 79 full-time Agreement shall apply with any necessary changes being made.

Lunch and Rest Periods

- 43.15 Lunch and rest periods, where applicable, shall be in accordance with the Local 79 full time agreement with any necessary changes being made.

Pensions

OMERS

- 43.16 Employees who participate in this Part-Time Program must continue to make pension contributions in accordance with provisions of the OMERS regulations with respect to those persons designated as "Other Than Continuous full-time or OTCF".

For greater clarity, contributory earnings shall be as defined in the OMERS Regulations and shall be annualized for the purposes of determining pensionable earnings.

Credited Service will be based on total hours paid (excluding overtime hours) divided by the total number of regular hours normally paid multiplied by 12.

Predecessor Pension Plans

Employee(s) who were members of pension plans other than the OMERS plan as of January 1, 1998 must continue to make pension contributions and shall receive pension benefits in accordance with the provisions of those plans with respect to part time work.

Without limiting the generality of the foregoing, the pension plans which apply, include, but are not limited to:

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

Workplace Safety and Insurance Benefits

- 43.17 (a) Where in an action or by settlement of a claim arising out of an accident to an employee of the City who is participating in this Part-Time Program, the City recovers from a third person as the result of such accident a larger amount, exclusive of costs, than the amount paid to or on behalf of such employee including the costs of the services

of the City Solicitor, the surplus amount shall be allocated by the City in accordance with the requirements of the Workplace Safety and Insurance Act, 1997, S.O. 1997.

- (b) An employee who is injured on duty in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, shall receive compensation directly from the Workplace Safety and Insurance Board, the amount of which will be determined by the Workplace Safety and Insurance Act, 1997, S.O. 1997 and the Regulations.
- (c) An employee, who sustains a WSIB compensable injury and, as a result, must leave work before the end of his/her shift, shall be paid to the end of the shift.
- (d) Notwithstanding anything herein contained in this Program, where an employee is absent due to a WSIB compensable injury, such employee shall upon their 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 straight time hours per pay period during the eight (8) full pay periods immediately preceding the date of the accident. For 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.
- (e) An employee who sustains a WSIB compensable injury shall continue his/her regular benefits and be given equivalent credit while on W.S.I.B.

Further Discussions

43.18

The City and Local 79 shall meet within 90 days of ratification to determine the timetable for providing the Union with a list of Part-Time Program participants, their division, classification and the number of hours the employee(s) are working. The status of the employee's residual hours may be an agenda item at divisional Labour-Management Committees and every effort will be made to provide the information.

If at any time the parties find it necessary to amend the terms of this Program 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 amendment(s) that may be appropriate.

Predecessor Part-Time Programs

a) Former Cities of: TORONTO (CUPE Local 79 – Supplementary Memorandum Of Agreement); MUNICIPALITY OF METROPOLITAN TORONTO (CUPE - Local 79 –Full Time –Supplementary Memorandum of Agreement, Full time employees working in the Homes for the Aged - Letters of Intent).

Any full-time permanent or full-time temporary employee who, as of May 11, 2000 are working within the above noted predecessor programs will continue to participate in the program, except that the terms and conditions governing his/her participation in the program shall be subject to this article. The new terms and conditions shall become effective within the thirty (30) calendar day period following May 11, 2000.

b) Former Cities of: NORTH YORK (O.N.A. Local 41- Memorandum of Understanding); YORK (ONA Local 59 – Letter of Understanding); ETOBICOKE (O.N.A. Local 29- Letter of Understanding); SCARBOROUGH (CUPE Local 3752-Collective

Agreement); ETOBICOKE (CUPE 3431 – Letter of Understanding); EAST YORK (ONA Local 5 – Letter of Understanding)

Any full-time employee(s) who were participants in the above noted predecessor programs as of May 10, 2000 shall continue to participate in their predecessor programs.

It being understood that these employees shall have access to the Part Time Program for Full Time Permanent Employees, if applicable. If an employee voluntarily enters the part-time program, such employee shall be deemed to have opted out of his/her grand parented provisions and shall have all of the terms and conditions of the pilot project applied.

c) Employees who are in the Part Time Program for Full Time Permanent Employees at the time of ratification of this contract will continue in the program and be governed by the terms and conditions of this Article with the following exceptions:

- (i) Employees who have not completed an initial 2 year term in the Part Time Program may request an extension of the difference between their initial term and two years at the end of their current term. This request for an extension may be granted even if other employees have indicated interest in the program and their requests cannot be approved.
- (ii) Employees who have been in the program for more than 2 years without a defined "term", will, as of the date of ratification, remain in the program for six (6) months and, at that time, will be subject to the requirement to request a renewal.

Article 44

HOMES FOR THE AGED PART-TIME PROGRAM FOR FULL TIME PERMANENT EMPLOYEES

44.01 The intent of this part-time program is to enable permanent full-time employees to work part-time hours on a temporary basis.

Items and/or clauses not specifically outlined in this Article are covered by the provisions of Article 43 – Part Time Program for Full Time Permanent Employees outside of Homes for the Aged or the provisions of the Full Time agreement, whichever are applicable.

Term

44.02 An approved entry to the Part Time Program for Full Time Permanent Employees in Homes for the Aged will commence on the first day of a six week schedule.

Eligibility

44.03 It is understood that this article applies only to full-time employees of the Homes for the Aged Division who wish to apply for the Part Time Program for Full Time Permanent Employees in the Homes for the Aged.

Entry into the Part-Time Program

44.04 a) Employees choosing to work only call-in hours:

- i) The employee will be advised that there is no guarantee of hours for employees choosing to work call-in hours only.

- ii) The employee will provide the employer with a completed Part-time Staff Availability form at least two weeks prior to the commencement of the entry to the Part Time Program for Full Time Permanent Employees in the Homes for the Aged.
- iii) The employee will have their Date of Seniority converted into Hours of Seniority for scheduling purposes.
- iv) Employees choosing to work call-in hours only will select from the following list of hours: ~~14/16;21/24;28/32;35/40;42/48;49/56~~;or, ~~56/64~~.Once the selection is made the employee will be offered call-in hours up to the maximum amount of the rank she/he has selected based on seniority within the classification on the Unit and documented current and substantial availability.
- v) Call-in work will be offered by seniority in the classification on the Unit for full-time employees of the Homes for the Aged Division who are in the Part Time Program for Full Time Permanent Employees in the Homes for the Aged.

b) Employees choosing to work both regularly scheduled and call-in hours:

- i) The employee will provide the employer with a completed Part-time Staff Availability form at least two weeks prior to the commencement of entry into the Part Time Program.
- ii) The employee will select from the following list of hours: ~~14/16;21/24;28/32;35/40;42/48;49/56~~;or, ~~56/64~~ for her/his regularly scheduled shifts.
- iii) If the employee wishes to be available for call-in hours the employee will then select from the following list of hours: ~~14/16;21/24;28/32;35/40;42/48;49/56~~ or, ~~56/64~~ for the amount of hours that they wish to work for call-in should the work be available. Once the selection is made the employee will be offered call-in hours up to the maximum amount of the rank she/he has selected based on seniority within the classification on the Unit and documented current and substantial availability.
- iv) The combined amount of hours (regularly scheduled and call-in) cannot exceed ~~56/64~~hours in a bi- weekly pay period.
- v) The employee will be advised that there is no guarantee of hours for the call-in portion of their requested hours.
- vi) Call-in work will be offered by seniority in the classification on the Unit for full-time employees of the Homes for the Aged Division who are in the Part Time Program for Full Time Permanent Employees in the Homes for the Aged.

c) Residual Hours Available to Part-time Staff

- i) The residual hours will be scheduled in accordance with the Part-time Collective Agreement.

d) Full-Time Hours Available from Full-time Staff choosing to Work Call-in Shifts Only

- i) The hours available will be offered as a Temporary Full Time Assignment in accordance with Article **18.04** of the Part-time Homes for the Aged Collective Agreement.

Benefits

44.05

Benefits for the employees who only work regularly scheduled hours will be in accordance with the Part Time Program for Full Time Permanent Employees outside of

Homes for the Aged Employees working call-ins only, or a combination of regularly scheduled hours and call-ins, will have their benefits adjusted as per the paid bi-weekly hours after each eight (8) pay periods.

Article 45
REVIEW OF TEMPORARY EMPLOYEES

- 45.01 A review of temporary employees shall take place once per calendar year. The effective date of the review shall be September 1st of each year. Where it has been determined that a temporary employee has been continuously employed for longer than one (1) year as of the date of the review, the status of the position will be reviewed with the Union and the City, and if the City intends to continue to fill the position, the position will be filled as a permanent position in accordance with the provisions of Article 15, unless the position is one to which a permanent employee has claim or the position is expected to be eliminated in the near future.

Article 46
MODIFIED WORK PROGRAM

- 46.01 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 47
POLICE CHECKS

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

Article 48
LEGISLATIVE CHANGE

- 48.01 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 49
CITY OF TORONTO POLICIES

- 49.01 The parties agree to continue to append the following:
- Earned Deferred Leave Policy
 - Leave without Pay Policy
 - Military Service Policy
 - Family Medical Leave
 - Request for Parking for Employees with a Disability procedure document

LETTERS OF INTENT

LETTER OF INTENT
CHANGES TO THE CITY'S ADMINISTRATIVE STRUCTURE

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

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

LETTER OF INTENT
SPECIAL AMALGAMATION AND RESTRUCTURING COMMITTEE

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

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

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

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

LETTER OF INTENT
JOINT CITY-LOCAL 79 COMMITTEES

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

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

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

**LETTER OF INTENT
DOMESTIC VIOLENCE**

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

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

**LETTER OF INTENT
JOINT COMMITTEES**

Where an Article, clause or Letter of Intent in any of the Local 79 Collective Agreements makes reference to a committee that will address matters which are applicable to any of the four (4) Local 79 bargaining units, there shall be only one joint committee established to deal with these matters. Local 79 shall have the right to select its representative(s) from any or all of its four (4) bargaining units. The list of committees will be created following the implementation of the Interim Award dated September 24, 2002.

**LETTER OF INTENT
GRANDFATHERING OF PART-TIME EMPLOYEES**

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

1. The parties agree to meet within ninety (90) days of the issuance of the Interim Award for the following purposes:
 - (i) to determine and agree on a list of employees covered by Article 10(a) and (b); and,
 - (ii) to identify the present terms and conditions of these employees.
2. Until the parties have completed the process in (1) and (2) above, the employee's terms and conditions shall be governed by the employee's predecessor Collective Agreement.
3. The wage increase from the full-time Collective Agreement shall apply to the employees referenced in the preamble and the parties further agree to meet within ninety (90) days of implementation to determine what other economic issues from the Interim Award will apply to this group of employees.
4. Either party may request the Chairperson or the OLRB to clarify the meaning of Article 10(a) and (b) of the OLRB decision dated November 19, 1998. Following the decision the parties shall meet to discuss the implementation of the decision.
5. If the parties are unable to resolve differences arising from the grandfathering of part-time employees by September 31, 2004 then either party may refer this matter to arbitration for resolution.

**LETTER OF INTENT
EMPLOYEE ASSISTANCE PROGRAM**

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

**LETTER OF INTENT
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
ACCESS TO CITY OF TORONTO POLICIES/PROGRAMS**

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.

**LETTER OF INTENT
STUDENT EMPLOYMENT**

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

**LETTER OF INTENT
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
EXPLORING MEANS OF ENSURING SUFFICIENT STAFF IN SPECIFIC CLASSIFICATIONS

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

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

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

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

LETTER OF INTENT
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.

APPENDIX "A"

12 Hour Shift

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

A normal working shift shall be defined as comprising twelve (12) consecutive hours of work. The normal work week shall be based on an employee not being required to work in excess of two hundred and forty (240) hours during a six (6) week cycle.

The overtime rate of time and one-half (1 ½) the regular rate shall be paid to an employee for all hours worked in excess of his/her scheduled twelve (12) hours for such shift and for all hours worked on any day other than a scheduled working day.

Payment for designated holiday and the payment and calculation of vacations, sick pay credits and the Workplace Safety and Insurance Benefit shall be based on the twelve (12) hour working day (i.e. three (3) weeks vacation *is* equivalent to one hundred and twenty (120) hours).

Critical Call

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

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

MANUAL FOR JOB DESCRIPTION, EVALUATION AND WAGE ADMINISTRATION

Appendix B – Job Evaluation Schedules A, B and C

Appendix “B”

SCHEDULE “A”

Manual for Job Description, Evaluation and Wage Administration of all jobs in the full-time bargaining unit covered by a collective agreement between The Corporation of the City of Toronto (hereinafter called “the City”) and the Canadian Union of Public Employees, Local Number 79 (hereinafter called “the Union”).

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

ARTICLE I PURPOSE

1.01 This Manual is established as an aid to the City and the Union in administering the Job Evaluation Programme awarded on May 18, 2005 and to provide an on-going maintenance programme consistent with the original agreement between the parties. It is agreed that this Manual constitutes a GNCS in accordance with the provisions of *The Pay Equity Act*, R.S.O. 1990 as amended.

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

ARTICLE II DEFINITIONS

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

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

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

ARTICLE III FACTORS OF JOB DESCRIPTION AND RATING

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

SKILL

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

JOB RESPONSIBILITY

- 4. Responsibilities
- 5. Judgement

EFFORT

- 6. Mental Effort
- 7. Physical Effort

WORKING CONDITIONS

- 8. Working Conditions

- 3.04 Job Ratings serve to:

- (a) group jobs having relatively equivalent point values into the same wage and salary pay grade, and
 - (b) provide the basis from which to establish and maintain equitable wage relationships between jobs,
- 3.05 In the application of the aforesaid Rating manual (attached hereto as Schedule "C"), the following rules shall apply:
- (a) It is the job that is under consideration and not the individuals who work on the job.
 - (b) The job description and rating of each job in each factor level shall be relative to, consistent with and in conformance with the job description and ratings of all other jobs in the bargaining unit.

ARTICLE IV CREATING AND MAINTAINING JOB DESCRIPTIONS AND RATINGS

Job Evaluation Representatives

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

Stability of Jobs

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

4.03(A) Creating a New Job

Whenever the City wishes to establish a new job:

- (i) The City will, within ninety (90) consecutive days of the position being occupied by an incumbent, prepare a proposed job description and job rating therefor and provide the Union with a copy of such job description and job rating;
- (ii) Within thirty (30) days of receiving a copy of the proposed job description and rating, the Union shall advise the City as to whether it agrees or disagrees with the City's proposed job description and job rating. Failure by the Union to respond within the thirty (30) day period shall be deemed to constitute agreement to the City's job description and job rating.
- (iii) In the event the Union disagrees with any part of the job description or job rating, it shall (within the thirty (30) day period set forth in section 4.03(A)(ii)) provide the City with written particulars of its objection and the reasons for such objection together with a list of all comparative jobs upon which the Union relies in support of its objection.
- (iv) Upon receipt of written notification from the Union (in accordance with Section 4.03(A)(ii)) that it agrees with the City's proposed job description and job rating (or

upon deemed agreement under Section 4.03(A)(ii)), the City shall install the job on such basis, and the job shall be assigned to the appropriate wage grade effective on the date as set out in section 4.04 hereof.

- (v) Upon receipt of written notification from the Union (in accordance with Section 4.03(A)(iii)) that it disagrees with either the job description or the job rating, the parties shall meet within fifteen (15) days thereafter for the purpose of discussing and attempting to resolve the issues in dispute. At least three (3) days prior to such meeting, the City shall provide the Union with a list of all comparative jobs upon which it relies in support of its position. The City may, within fifteen (15) days after such meeting, provide the Union with a revised job description and/or job rating or written notification that it maintains the original job description and/or job rating originally provided to the Union. Failure to provide such notification within the fifteen (15) day period shall be deemed to constitute notification by the City that it maintains its original job description and job rating.

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

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

4.03(B) Maintaining Job Descriptions and Ratings

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

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

4.04 In the event that the parties have agreed (or are deemed to have agreed) on the job description and the job rating in accordance with this Article IV and without resort to the Dispute Resolution

procedure provided for in Article V, the job shall be assigned to the appropriate wage grade in accordance with Article VI, and the assignment shall become effective from the date of such agreement (or deemed agreement).

ARTICLE V DISPUTE RESOLUTION

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

(A) Mediation

(1) The City and the Union shall agree on a roster of three (3) job evaluation mediators who will be selected to mediate any job description and/or job rating disputes between the parties in rotation. The mediator so selected shall, upon receipt of written notification from either party requesting mediation, schedule a mediation date within seventy-five (75) days of receipt of such notification for the purpose of meeting with the parties in an attempt to resolve any outstanding dispute between them relative to the job description and/or job rating.

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

(2) Except with the written agreement of the parties, no mediation session for any single dispute shall exceed one regular work day and every effort will be made to schedule sufficient disputes before the mediator so as to ensure a full working day of mediation occurs.

(3) Each party shall provide the mediator and the other party with a copy of their proposed Job Description and Rating for the job at least ten (10) days prior to the day scheduled for the mediation session.

(4) Should the parties reach agreement on the job description and the job rating as a result of the mediation process, the terms of such agreement will be recorded in writing, and the job will be considered to have been finally installed on the basis of such agreement effective on the date of such agreement.

(5) In such event, the job shall be re-assigned to the appropriate wage grade in accordance with Article VI, and the assignment shall become effective from the date such agreement was made at mediation.

(6) In the event the parties are unable to reach an agreement on the Job Description and Rating in mediation, the mediator shall, within five (5) days of completion of mediation, provide to the parties a recommendation for disposition of any job description and job rating dispute then remaining outstanding together with a statement of the parties' last positions advanced at the end of mediation relative to the appropriate job description and factor levels to be assigned for each factor in dispute. The recommendation shall set forth a job description and the factor level recommended for

each factor in dispute and may adopt the City's position or the Union's position or a position proposed by neither the City nor the Union for the job description and each factor in dispute. Within five (5) days of receipt of the mediator's recommendation, the parties shall notify each other in writing of acceptance or rejection of the mediator's recommendation. A failure to notify within the aforesaid time limits shall be deemed to constitute a rejection of the recommendation. Where the Union and the City each accept the recommendation, the **job** shall be deemed to have been installed on the day of the mediator's recommendation and the job shall be re-assigned to the appropriate Wage Grade in accordance with Article 6, with such assignment becoming effective from the aforesaid date of installation.

(7) The mediator shall issue a written certification to the parties that mediation has been held and completed and specifying the date agreement on all outstanding issues was reached at mediation, if such is the case.

(8) The cost of the mediator shall be shared equally by the parties.

(B) Arbitration

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

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

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

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

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

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

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

ARTICLE VI WAGE GRADES

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

Appendix "B"

Schedule "B"

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

APPENDIX "B"

SCHEDULE "C"

City/CUPE Local 79

Gender Neutral Comparison System

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JOB KNOWLEDGE

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

Levels

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

Bachelor's Degree (Honours) and up to 2 year's experience or equivalent combination of education/training/experience.

10. Work requires broad-based knowledge, thorough understanding and application of specialized concepts, principles and methods of one or more highly complex fields of work.
Equivalent: Master's Degree and at least 1 year's experience or equivalent combination of education/training/experience.
11. Work requires comprehensive knowledge, thorough understanding and application of specialized concepts, principles and methods of one or more highly complex fields of work.
Equivalent: Master's Degree and at least 3 year's experience or equivalent combination of education/training/experience.

JUDGEMENT

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

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

Levels

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

HUMAN RELATIONS

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

Levels

1. Contacts require courtesy to exchange routine information.

2. Contacts require basic communication skills to provide and explain factual information in response to inquiries and complaints.
3. Contacts require tact, human relations and communications skills to elicit, clarify and interpret information, to convince others of the appropriateness of a position.
4. Contacts require human relations and communications skills to resolve problems of a difficult nature using techniques of persuasion and negotiation.
5. Contacts require human relations, communications, negotiation and/or counselling skills to persuade/motivate persons and/or groups to obtain cooperation/gain agreement.
6. Contacts require critical human relations, communications, negotiation and/or counselling skills to persuade/motivate persons and/or groups to obtain cooperation/gain agreement in complex or sensitive matters or where conflicting interests exist.

RESPONSIBILITIES

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

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

Levels

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

MENTAL EFFORT

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

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

Levels

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

DEXTERITY

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

Levels

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

PHYSICAL EFFORT

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

Levels

- 1 Light activity of frequent duration.
 OR
 Moderate activity of occasional duration.

2. Light activity of almost constant duration.
 OR
 Moderate activity of frequent duration.
 OR
 Heavy activity of occasional duration.

- 3 Moderate activity of almost constant duration.
 OR
 Heavy activity of frequent duration.

- 4 Heavy activity of almost constant duration.
 OR
 Very heavy activity of frequent duration.

WORKING CONDITIONS

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

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

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

Levels

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

Factor Points and Weightings

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

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

SCHEDULE 2

1. INCOME PROTECTION PLAN (Employees of the former City of Etobicoke who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Income Protection Plan, as was provided to these employees by the former City of Etobicoke.)

- A. Commencing in the fourth month of employment, benefits from the income protection plan will be available to enrolled employees.
- B. For the first four (4) absences due to non-occupational injury or illness in a calendar year, payments will commence on the first day. For the fifth absence in a calendar year, payments will commence on the second day. For the sixth or more-frequent absence, payments will commence on the third day.
- C. The percentage of salary coverage is dependent upon the employee's years of service, as follows:

Length of Service	Maximum Number Of Weeks Coverage At 100% of Salary	Number of Weeks Coverage at 75% of Salary
Less than 3 months	0	0
3 months to less than 1 year	0	26
1 year to less than 2 years	2	24
2 years to less than 3 years	4	22
3 years to less than 4 years	6	20
4 years to less than 5 years	8	18
5 years to less than 6 years	10	16
6 years to less than 7 years	12	14
7 years to less than 8 years	16	10
8 years to less than 9 years	20	6
9 years to less than 10 years	24	2
10 years or more	26	0

- D. Benefits will be applicable for up to twenty-six (26) weeks [six (6) months] for each separate period of disability in an employee's anniversary year.
 - (1) It is understood that the applicable number of weeks of one hundred per cent (100%) salary protection shall only be available once in any anniversary year. Full or one hundred per cent (100%) salary benefits for an employee is based on years of service, and is limited in any employee's anniversary year to the number of weeks entitlement at one hundred per cent (100%) indicated on the table above and, once this is used up, seventy-five per cent (75%) salary coverage will be provided for subsequent absences.
 - (2) In the case of an unrelated disability, the potential twenty-six week period of income protection shall be reinstated, provided that the employee has returned to active employment and has worked at least one (1) day.

- (3) In the case of a disability which is related to a previous disability, the potential twenty-six week period of income protection shall be reinstated, provided that the employee has worked thirty (30) calendar days from the cessation of the previous disability and the commencement of the related disability. The primary insurer for a claim of this nature is the Long Term Disability Plan, where applicable, rather than the Income Protection Plan.

E. Employees Who Converted to the Income Protection Plan

Employees who converted to the new income protection plan and who had sick leave credits in their bank will use these credits as salary replacement for days not covered in the fifth or subsequent absences in a year, and for "top-up" coverage from seventy-five per cent (75%) to one hundred per cent (100%) salary coverage. Such a sick leave bank is decreased by one (1) day for each replacement day and one-fourth (1/4) day for each top-up day. These conditions also apply when a unionized employee transfers to a non-union position and has taken this one-time option to change over.

- F. Part 1 of this Schedule applies to all employees of the City of Toronto who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who, as of the date of ratification of this Agreement, are enrolled in Income Protection Plan as was provided to these employees by the former City of Etobicoke.

2. INCOME PROTECTION PLAN (Employees of the former City of Etobicoke who were certified with CUPE May 8, 1998 by the Ontario Labour Relations Board Order No. 4499-97-R but for whom there is no existing collective agreement and who belong to the Income Protection Plan, as was provided to these employees by the former City of Etobicoke.)

- A. Commencing in the fourth month of employment, benefits from the income protection plan will be available to enrolled employees.
- B. For the first four (4) absences due to non-occupational injury or illness in a calendar year, payments will commence on the first day. For the fifth absence in a calendar year, payments will commence on the second day. For the sixth or more-frequent absence, payments will commence on the third day.
- C. The percentage of salary coverage is dependent upon the employee's years of service, as follows:

Length of Service	Maximum Number Of Weeks Coverage At 100% of Salary	Number of Weeks Coverage at 75% of Salary
Less than 3 months	0	0
3 months to less than 1 year	0	26
1 year to less than 2 years	2	24
2 years to less than 3 years	4	22
3 years to less than 4 years	6	20
4 years to less than 5 years	8	18
5 years to less than 6 years	10	16
6 years to less than 7 years	12	14

7 years to less than 8 years	16	10
8 years to less than 9 years	20	6
9 years to less than 10 years	24	2
10 years or more	26	0

D. Benefits will be applicable for up to twenty-six (26) weeks [six (6) months] for each separate period of disability in an employee's anniversary year.

- (1) It is understood that the applicable number of weeks of one hundred per cent (100%) salary protection shall only be available once in any anniversary year. Full or one hundred per cent (100%) salary benefits for an employee is based on years of service, and is limited in any employee's anniversary year to the number of weeks entitlement at one hundred per cent (100%) indicated on the table above and, once this is used up, seventy-five per cent (75%) salary coverage will be provided for subsequent absences.
- (2) In the case of an unrelated disability, the potential twenty-six (26) week period of income protection shall be reinstated, provided that the employee has returned to active employment and has worked at least one (1) day.
- (3) In the case of a disability which is related to a previous disability, the potential twenty-six week period of income protection shall be reinstated, provided that the employee has worked thirty (30) calendar days from the cessation of the previous disability and the commencement of the related disability. The primary insurer for a claim of this nature is the Long Term Disability Plan, where applicable, rather than the Income Protection Plan.

E. Employees Who Converted to the Income Protection Plan

Employees who converted to the new income protection plan and who had sick leave credits in their bank will use these credits as salary replacement for days not covered in the fifth or subsequent absences in a year, and for "top-up" coverage from seventy-five per cent (75%) to one hundred per cent (100%) salary coverage. Such a sick leave bank is decreased by one (1) day for each replacement day and one-fourth (1/4) day for each top-up day. These conditions also apply when a unionized employee transfers to a non-union position and has taken this one-time option to change over.

F. Part 2 of this Schedule applies to all employees of the City of Toronto who were certified with CUPE on May 8, 1998 by the Ontario Labour Relations Board Order No. 4499-97-R but for whom there is no existing collective agreement and who, as of the date of ratification of this Agreement, are enrolled in Income Protection Plan as was provided to these employees by the former City of Etobicoke.

3. INCOME PROTECTION PLAN (Employees of the former City of Etobicoke who were members of the former Health Unit, CUPE Local 3431, who belong to the Income Protection Plan)

A. Income Protection Plan - Employees Covered

The foregoing sick leave plan only applies to employees of the Corporation who were on staff prior to September 22, 1986 and who elected to remain in the sick leave plan. The I.P.P. covers all employees hired after September 22, 1986 and those employees on staff prior to that date who elected to be enrolled in the Income Protection Plan.

B. Income Protection Plan - Definition

All employees who are unable to perform their job duties due to a non-compensable injury or illness shall be entitled to income protection in accordance with the following table:

C. **TABLE 1**

Length of Service	Maximum No. of Weeks Coverage At 100% of Salary	Number of Weeks Coverage at 75% of Salary
Less than 3 months	0	0
3 months to less than 1 year	0	26
1 year to less than 2 years	2	24
2 years to less than 3 years	4	22
3 years to less than 4 years	6	20
4 years to less than 5 years	8	18
5 years to less than 6 years	10	16
6 years to less than 7 years	12	14
7 years to less than 8 years	16	10
8 years to less than 9 years	20	6
9 years to less than 10 years	24	2
10 years or more	26	0

(1) An employee's entitlement to any particular level of benefit in accordance with Table 1 shall be based on the employee's length of service with the Employer and shall be updated on the employee's yearly anniversary date. Should an employee be absent due to sickness on his/her anniversary date, the employee will not receive an update of benefit until he/she returns to work.

D. For the first four absence occurrences in a calendar year, payments will commence on the first day. For the fifth absence in a calendar year, payments will commence on the second day. For the sixth or more frequent absence, payments will commence on the third day.

E. In the case of an unrelated claim, the potential twenty-six week period of I.P.P. shall be reinstated, provided an employee has returned to active employment and has completed at least one day at work.

F. In the case of a claim which is related to a previous claim, the potential twenty six (26) week period of I.P.P. shall be reinstated provided the employee has returned for twenty (20) consecutive working days from the cessation of the previous claim and the commencement of the related claim.

G. It is understood that the applicable number of weeks of 100% salary protection shall only be available once in any anniversary year. Once the 100% salary protection is utilized, subsequent absences will receive 75% salary coverage.

H. It is understood that those employees who converted to the new I.P.P. and who had sick leave credits in their bank will use these credits as salary replacement for days not covered in the fifth or subsequent absences in a year, and for "top up" coverage from

75% to 100% salary coverage. Such a sick leave bank is decreased by one day for each replacement day and 1/4 day for each "top up" day.

- I. In the case of a reoccurrence which occurs within twenty days, the employee must present a Doctor's certificate which verifies that the second absence is a reoccurrence of the first.
 - J. No claim for I.P.P. will be entertained for sickness of an employee occurring outside the Province of Ontario until the employee returns to active employment and provides medical evidence satisfactory to the Employer concerning the period for which sick leave payment is claimed.
 - K. Part 3 of this Schedule applies to employees of the former City of Etobicoke who were members of the former CUPE Health Unit, Local 3431 and who, as of the date of ratification of this Agreement, are enrolled in the Income Protection Plan.
4. SHORT TERM WAGE PROTECTION PLAN (1/1/4/) (Employees of the former City of Etobicoke who were members of the former ONA Unit, Local 29)
- A. The new Short Term Wage Protection Plan applies to employees of the Corporation who were on staff as of January 3, 1994 and who elected not to remain in the old sick leave plan. The 1/1/4 plan covers all employees hired after January 3, 1994 and those employees on staff prior to that date who elected to be enrolled in the 1/1/4 plan.
 - B. All employees who are unable to perform their job duties due to a non-compensable injury or illness, shall be entitled to income protection in accordance with the following:
 - This plan provides wage continuation commencing from the first day of scheduled work missed due to a non-WSIB accident as certified by a physician, and
 - wage continuation commencing on the first day of scheduled work missed by an employee due to being hospitalized as certified by a physician, and
 - wage continuation commencing on the fourth day of scheduled work missed as the result of a certified illness.
 - C. Each January 1, all employees covered by the 1/1/4 plan, provided they have in excess of one year of seniority on January 1, will be provided with five (5) paid days to offset the waiting period. Employees with less than one year of seniority will be credited with these days the following January.
 - D. The 1/1/4 plan will provide up to six months wage protection for each separate medically certified non-occupational illness/injury.
 - E. Should an employee return to work from a non-occupational illness/injury and within twenty (20) consecutive working days suffer a reoccurrence as defined by the nurse's medical physician, such an occurrence will be deemed to be as if this employee had been off on the first absence. Total coverage shall not be greater than the total of the first absence and reoccurrence up to a maximum of six months.
 - F. In the event that the employee returns to work for more than twenty (20) consecutive working days, and again is absent, the absence will be treated as an "unrelated absence".

- G. Part 4 of this Schedule applies to employees of the former City of Etobicoke who were members of the former ONA Unit, Local 29 and who, as of the date of ratification of this Agreement, are enrolled in the Income Protection Plan.
5. SHORT TERM DISABILITY PLAN (Employees of the former City of York who were members of the former CUPE Unit, Local 840.)
- A. The short-term disability plan has two parts which provide all employees with three (3) months' service with income security in case of illness or disability. The two parts of the Plan work together to ensure that all employees, including those with limited service in the City, have income protection for twenty-six (26) weeks. The key features are as follows:
- B. **PART A**
- Seven (7) sick days are not cumulative and are reinstated every year on January 1st.
- (a) These days are to be used for illness or disability of no more than two (2) consecutive days.
- (b) If more than two (2) days are required for an illness/disability the employee's coverage shifts completely to Part B.
- C. **PART B**
1. Coverage of twenty-six (26) weeks (as outlined below) for employees starts after completion of three (3) months' service and is reinstated in full each year on January 1st. When an employee's absence spans the end of one calendar year and the beginning of another, the following procedures will apply:
- (a) Full S.T.D. benefits will be reinstated following a two (2) month return to work provided the employee is not again absent due to the same illness or injury during those 2 months.
- (b) When benefits have not been reinstated, any balance of benefits from the previous year may be used in the new year.
- (c) If an employee returns to work and is absent during the first two months following that return due to a different illness, full benefits are still reinstated at the end of that first month. This absence may be covered by any balance of credits from the previous year.
2. Part B automatically applies for any illness/disability of three (3) days or longer.
3. Each year, Part B will provide complete coverage for the first three (3) illnesses/disabilities of more than two (2) days. On the fourth or subsequent use, within a given year, the Part B coverage commences on the third day. An employee may use the sick days as outlined in Part A to cover the first two (2) days, provided they have not already been used.
4. Effective July 1st, 1991 all members of C.U.P.E. Local 840 who are not presently covered by the S.T.D. Plan will be included in the plan at current years of service. Accumulated sick credits as of June 30th, 1991 will be frozen at the current number to a maximum of 130 days. All credits above 130 days shall be deleted. Incidental sick days for the balance of 1991 shall be pro-rated.

5. **SCHEDULE**

Length of Service	100% REGULAR SALARY FOR	75% REGULAR SALARY FOR
3 months to less than 1 year	1 week	25 weeks
1 year to less than 2 years	2 weeks	24 weeks
2 years to less than 3 years	5 weeks	21 weeks
3 years to less than 4 years	7 weeks	19 weeks
4 years to less than 5 years	9 weeks	17 weeks
5 years to less than 6 years	12 weeks	14 weeks
6 years to less than 7 years	15 weeks	11 weeks
7 years to less than 8 years	18 weeks	8 weeks
8 years to less than 9 years	21 weeks	5 weeks
9 years to less than 10 years	24 weeks	2 weeks
10 years or more	26 weeks	

D. **TEMPORARY EMPLOYEES**

Temporary employees shall be entitled to have one (1) day sick pay posted to their credit on the last day of each month commencing at the end of the first month in which they become employed by the Corporation.

E. **PAYOUT FOR SICK LEAVE CREDITS OVER 130 DAYS**

The Sick Leave Credits of over 130 days will be paid out at 2/3 of current salary as follows:

OPTION A

1. December 1st, 1982 -
\$2,500.00 and under
or
1/3 of the total amount owing (whichever is greater)
2. December 1st, 1983 -
1/2 of the remainder owing at the rate of pay in effect on December 1, 1983.
3. December 1, 1984 -
remainder owing at the rate of pay in effect on December 1, 1984.

OPTION B

The Sick Leave Credits over 130 days can be held to be paid out upon termination, death or retirement at 2/3 of the rate of pay in effect at that time.

Employees can elect either Option A or Option B.

For employees with less than 10 years' service, and over 130 days' accumulated sick leave credits, the amount owing for the 131st day and over will be paid out upon completion of 10 years' continuous service.

- F. Part 5 of this Schedule applies to employees of the former City of York who were members of the former CUPE Unit, Local 840 and who, as of the date of ratification of this Agreement, were enrolled in the Short Term Disability Plan.
6. SHORT TERM DISABILITY PLAN (Employees of the former City of York who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Short Term Disability Plan).
- A. The short-term disability plan has two parts which provide all employees with three (3) months' service with income security in case of illness or disability. The two parts of the Plan work together to ensure that all employees, including those with limited service in the City, have income protection for twenty-six (26) weeks. The key features are as follows:
- B. **PART A**
Seven (7) sick days are not cumulative and are reinstated every year on January 1st.
- (a) These days are to be used for illness or disability of no more than two (2) consecutive days.
- (b) If more than two (2) days are required for an illness/disability the employee's coverage shifts completely to Part B.
- C. **PART B**
1. Coverage of twenty-six (26) weeks (as outlined below) for employees starts after completion of three (3) months' service and is reinstated in full each year on January 1st. When an employee's absence spans the end of one calendar year and the beginning of another, the following procedures will apply:
- (a) Full S.T.D. benefits will be reinstated following a two (2) month return to work provided the employee is not again absent due to the same illness or injury during those 2 months.
- (b) When benefits have not been reinstated, any balance of benefits from the previous year may be used in the new year.
- (c) If an employee returns to work and is absent during the first two months following that return due to a different illness, full benefits are still reinstated at the end of that first month. This absence may be covered by any balance of credits from the previous year.
2. Part B automatically applies for any illness/disability of three (3) days or longer.
3. Each year, Part B will provide complete coverage for the first three (3) illnesses/disabilities of more than two (2) days. On the fourth or subsequent use, within a given year, the Part B coverage commences on the third day. An employee may use the sick days as outlined in Part A to cover the first two (2) days, provided they have not already been used.
4. Effective July 1st, 1991 all members of C.U.P.E. Local 840 who are not presently covered by the S.T.D. Plan will be included in the plan at current years of service. Accumulated sick credits as of June 30th, 1991 will be frozen at the current number to a maximum of 130 days. All credits above 130 days shall be deleted. Incidental sick days for the balance of 1991 shall be pro-rated.

5.

SCHEDULE

Length of Service	100% REGULAR SALARY FOR	75% REGULAR SALARY FOR
3 months to less than 1 year	1 week	25 weeks
1 year to less than 2 years	2 weeks	24 weeks
2 years to less than 3 years	5 weeks	21 weeks
3 years to less than 4 years	7 weeks	19 weeks
4 years to less than 5 years	9 weeks	17 weeks
5 years to less than 6 years	12 weeks	14 weeks
6 years to less than 7 years	15 weeks	11 weeks
7 years to less than 8 years	18 weeks	8 weeks
8 years to less than 9 years	21 weeks	5 weeks
9 years to less than 10 years	24 weeks	2 weeks
10 years or more	26 weeks	

D. **TEMPORARY EMPLOYEES**

Temporary employees shall be entitled to have one (1) day sick pay posted to their credit on the last day of each month commencing at the end of the first month in which they become employed by the Corporation.

E. **PAYOUT FOR SICK LEAVE CREDITS OVER 130 DAYS**

The Sick Leave Credits of over 130 days will be paid out at 2/3 of current salary as follows:

OPTION A

1. December 1st, 1982 -
\$2,500.00 and under
or
1/3 of the total amount owing (whichever is greater)
2. December 1st, 1983 -
1/2 of the remainder owing at the rate of pay in effect on December 1, 1983.
3. December 1, 1984 -
remainder owing at the rate of pay in effect on December 1, 1984.

OPTION B

The Sick Leave Credits over 130 days can be held to be paid out upon termination, death or retirement at 2/3 of the rate of pay in effect at that time.

Employees can elect either Option A or Option B.

For employees with less than 10 years' service, and over 130 days' accumulated sick leave credits, the amount owing for the 131st day and over will be paid out upon completion of 10 years' continuous service.

- F. Part 6 of this Schedule applies to employees of the former City of York who were members of the former CUPE Unit, Local **840** and who, as of the date of ratification of this Agreement, were enrolled in the Short Term Disability Plan.
7. SHORT TERM DISABILITY PLAN (Employees of the former City of York who were members of the former CUPE Health Unit, Local **840**).
- A. The short-term disability plan has two parts which provide all employees with three (3) months' service with income security in case of illness or disability. The two parts of the Plan work together to ensure that all employees, including those with limited service in the City and Health Unit have income protection for twenty-six (26) weeks. The key features are as follows:
- B. PART A
1. Seven (7) sick days are not cumulative and are reinstated every year on January 1st.
 - These days are to be used for illness or disability of no more than two (2) consecutive days.
 - If more than two (2) days are required for an illness/disability the employee's coverage shifts completely to Part B.
- C. PART B
1. Coverage of twenty-six (26) weeks (as outlined below) for employees starts after completion of three (3) months' service and is reinstated in full each year on January 1st. When an employee's absence spans the end of one calendar year and the beginning of another, the following procedures will apply:
 - (a) Full S.T.D. benefits will be reinstated following a two (2) month return to work provided the employee is not again absent due to the same illness or injury during those 2 months.
 - (b) When benefits have not been reinstated, any balance of benefits from the previous year may be used in the new year.
 - (c) If an employee returns to work and is absent during the first two months following that return due to a different illness, full benefits are still reinstated at the end of that first month. This absence may be covered by any balance of credits from the previous year.
 2. Part **B** automatically applies for any illness/disability of three (3) days or longer.
 3. Each year, Part B will provide complete coverage for the first three (3) illnesses/disabilities of more than two (2) days. On the fourth or subsequent use, within a given year, the Part B coverage commences on the third day. An employee may use the sick days as outlined in Part A to cover the first two (2) days, provided they have not already been used.
 4. Effective July 1st, 1991 all members of C.U.P.E. Local **840** Board of Health who are not presently covered by the S.T.D. Plan will be included in the plan at current years of service. Accumulated sick credits as of June 30th, 1991 will be frozen at the current number to a maximum of 130 days. all credits above 130 days shall be deleted. Sick days for the balance of 1991 shall be prorated.

5.	<u>SCHEDULE</u>		
	Length of Service	100% REGULAR SALARY FOR	75% REGULAR SALARY FOR
	3 months to less than 1 year	1 week	25 weeks
	1 year to less than 2 years	2 weeks	24 weeks
	2 years to less than 3 years	5 weeks	21 weeks
	3 years to less than 4 years	7 weeks	19 weeks
	4 years to less than 5 years	9 weeks	17 weeks
	5 years to less than 6 years	12 weeks	14 weeks
	6 years to less than 7 years	15 weeks	11 weeks
	7 years to less than 8 years	18 weeks	8 weeks
	8 years to less than 9 years	21 weeks	5 weeks
	9 years to less than 10 years	24 weeks	2 weeks
	10 years or more	26 weeks	

D. TEMPORARY EMPLOYEES

Temporary employees shall be entitled to have one (1) day sick pay posted to their credit on the last day of each month commencing at the end of the first month in which they become employed by the Board.

E. PAYOUT FOR SICK LEAVE CREDITS OVER 130 DAYS

The Sick Leave Credits of over 130 days will be paid out at 2/3 of current salary as follows:

OPTION A

1. December 1st, 1982 - \$2,500.00 and under
or
1/3 of the total amount owing (whichever is greater)
2. December 1st, 1983 - 1/2 of the remainder owing at the rate of pay in effect on December 1, 1983.
3. December 1, 1984 - remainder owing at the rate of pay in effect on December 1, 1984.

OPTION B

The Sick Leave Credits over 130 days can be held to be paid out upon termination, death or retirement at 2/3 of the rate of pay in effect at that time.

Employees can elect either Option A or Option B.

For employees with less than 10 years' service, and over 130 days' accumulated sick leave credits, the amount owing for the 131st day and over will be paid out upon completion of 10 years' continuous service.

- F. Part 7 of this Schedule applies to employees of the former City of York who were members of the former CUPE Health Unit, Local 840 and who, as of the date of ratification of this Agreement, were enrolled in the Short Term Disability Plan.
8. SHORT TERM DISABILITY PLAN (Employees of the former City of York who were members of the former CUPE Foremen's Unit, Local 103)
- A. All employees are provided with seven (7) incidental days which are non-cumulative and reinstated each year.
- B. All employees with three (3) months service are provided with income protection for a full twenty-six (26) weeks. This coverage ranges from 75% to 100% of salary based on length of service.
- C. Under the current sick leave policy, employees must earn their credits before being eligible to claim them for illness/disability. The proposed Plan provides coverage after three (3) months of service.
- D. An employee with less than ten (10) years service, who elects to be covered under the Short Term Disability Plan, would be covered as follows:
- (1) Sick leave credits are frozen and are held until the employee completes ten (10) years of continuous service.
 - (2) Upon completion of ten (10) years continuous service, up to one hundred thirty (130) days become vested and will be paid out at 100% of current salary upon resignation, retirement or death.
 - (3) Upon completion of ten (10) years continuous service, any accumulated sick days of one hundred thirty-one (131) or over will be paid out at two-thirds (2/3) of current salary rates.
- E. An employee with ten (10) years' service or more, who elects to be covered under the Short Term Disability Plan, would be covered as follows:
- (1) Sick leave credits are frozen.
 - (2) Sick leave credits of one hundred thirty-one (131) days and over are paid out according to the Pay Out Schedule.
 - (3) Sick leave credits up to one hundred thirty (130) days will be paid at 100% of current salary upon resignation, retirement or death.
- F. The Short Term Disability Plan will be in effect as of November 1, 1982. Employees covered the Short Term Disability Plan will be covered as follows:
- (1) Sick pay credits accumulated until July 31 1982, are eligible for pay out.
 - (2) Sick pay credits for August 1 to October 31, are accumulated to be used for illness or disability only.
 - (3) As of November 1 1982, employees are provided two (2) incidental days for the remainder of 1982.
- G. Current Employees - As at July 31st, 1982
- Those with ten (10) years service and over one hundred thirty (130) days accumulated sick leave credits:

The sick leave credits of over one hundred thirty (130) days will be paid out at two-thirds (2/3rds) of current salary as follow:

Employees can elect Option A or Option B.

- Option A**
- i) on December 1, 1982 - \$2,500.00 or under
OR
one-third (1/3) of the total amount owing (whichever is greater)
 - ii) on December 1, 1983 - one-half (1/2) of the remainder owing at the rate of pay in effect on December 1, 1983
 - iii) on December 1, 1984 - remainder owing at the rate of pay in effect on December 1, 1984

Option B The sick leave credits of over one-hundred thirty (130) days can be held to be paid out upon termination, death or retirement at the rate of pay in effect at that time.

For employees with less than ten (10) years service, and over one hundred thirty (130) days accumulated sick leave credits, the amount owing for the one hundred thirty-first (131st) day and over will be paid out upon completion of ten (10) years continuous service at two-thirds (2/3) of the rate in effect at that time.

H. Part 8 of this Scheduled applies to employees of the former City of York who were members of the former CUPE Foremen's Unit, Local 103 and who, as of the date of ratification of this Agreement were enrolled in the Short Term Disability Plan.

9. **SHORT TERM DISABILITY PLAN** (employees of the former City of York who were members of the former ONA Unit, Local 59)

A. **All** nurses are provided with 7 sick days which are non-cumulative and reinstated each year.

B. All nurses with 6 months' service are provided with income protection for a full 26 weeks. This coverage ranges from 75% to 100% of salary based on length of service.

C. Coverage will be provided for probationary nurses on the basis of one day per month. These days are cumulative during the probationary period but not carried over to the Short Term Disability Plan once the nurse becomes a permanent employee.

D. Under the current sick leave policy, nurses must earn their credits before being eligible to claim them for illness/disability. The proposed plan provides coverage after six months of service.

E. A nurse with less than 10 years service, who elects to be covered under the short term disability plan, would be covered as follows:

- (1) Sick leave credits are frozen and are held until the nurse completes 10 years of continuous service.
- (2) Upon completion of 10 years' continuous service, up to 130 days become vested and will be paid out at 100% of current salary upon resignation, retirement or death.
- (3) Upon completion of 10 years' continuous service, any accumulated sick days of 131 or over will be paid out at 2/3 of current salary rates.

F. A nurse with 10 years' service who elects to be covered under the short term disability plan would be covered as follows:

- (1) Sick leave credits are frozen
 - (2) Sick leave credits of 131 days and over are paid out according to the pay out schedule.
 - (3) Sick leave credits up to 130 days will be paid at 100% of current salary upon resignation, retirement or death.
- G. The Short-Term Disability Plan will be in effect as of November 1st, 1982. Nurses covered under the Short-Term Disability Plan will be covered as follows:
- (1) Sick pay credits accumulated until July 31st, 1982 are eligible for pay out.
 - (2) Sick pay credits for August 1st to October 31st, are accumulated to be used for illness or disability only.
 - (3) **As** of November 1st, 1982 employees are provided 2 sick days for the remainder of 1982.
- H. The short-term disability plan has two parts which provide all nurses with 6 months' service with income security in case of illness or disability. The two parts of the plan work together to ensure that all nurses, including those with limited service in the City, have income protection for 26 weeks. The key features are as follows:

PART A

1. Seven (7) sick days are not cumulative and are reinstated every year on January 1st. These days are to be used for illness or disability of no more than two consecutive days. If more than 2 days are required for an illness/disability, the employee's coverage shifts completely to Part B.

PART B

1. Coverage of 26 weeks is provided (as outlined below) for nurses starting after completion of six (6) months' service and is reinstated in full each year on January 1st. When an employee's absence spans the end of one calendar year and the beginning of another, the following procedures will apply:
 - (a) Full S.T.D. benefits will be reinstated following a two (2) month return to work provided the employee is not again absent due to the same illness or injury.
 - (b) When benefits have not been reinstated, any balance of benefits from the previous year may be used in the new year.
 - (c) If an employee returns to work and is absent during the first two months following that return due to a different illness, full benefits are still reinstated at the end of that first month. This absence may be covered by any balance of credits from the previous year.
2. Part B automatically applies for any illness/disability of three (3) days or longer.
3. Each year Part B will provide complete coverage for the first three (3) illnesses/disabilities of more than two (2) days. On the fourth or subsequent use within a given year, the Part B coverage commences on the third day. A nurse may use the sick days as outlined in Part A to cover the first two (2) days provided they have not already been used.

STD SCHEDULE

Length of Service	100% REGULAR SALARY	75% REGULAR SALARY FOR
6 months but less than 1 year	1 week	25 weeks
1 year but less than 2 years	2 weeks	24 weeks
2 years but less than 3 years	5 weeks	21 weeks
3 years but less than 4 years	7 weeks	19 weeks
4 years but less than 5 years	9 weeks	17 weeks
5 years but less than 6 years	12 weeks	14 weeks
6 years but less than 7 years	15 weeks	11 weeks
7 years but less than 8 years	18 weeks	8 weeks
8 years but less than 9 years	21 weeks	5 weeks
9 years but less than 10 years	24 weeks	2 weeks
10 years or more	26 weeks	

Nurses who have frozen sick leave credits of 130 days or less, and have used their 26 weeks short-term disability coverage, may upon individual application, utilize these banked sick leave credits for additional sick coverage.

I. PAY OUT FOR SICK LEAVE CREDITS OVER 130 DAYS
CURRENT NURSES - AS AT SEPTEMBER 30, 1982

Those with 10 years service and over 130 days accumulated sick leave credits:

The sick leave credits of over 130 days will be paid out at 2/3 of current salary as follows:
(Nurses can elect Option A or Option B.)

OPTION A

- i) On December 1st, 1982 - \$2,500.00 and under
Or
1/3 of the total amount owing (whichever is greater)
- ii) On December 1st, 1983 -
1/2 of the remainder owing at the rate of pay in effect on December 1, 1983
- iii) On December 1, 1984 -
remainder owing at the rate of pay in effect on December 1, 1984

OPTION B

The sick leave credits over 130 days can be held to be paid out upon termination, death or retirement at the rate of pay in effect at that time.

For nurses with less than 10 years service and over 130 days accumulated sick leave credits, the amount owing for the 131st day and over will be paid out upon completion of 10 years continuous service at 2/3 of the rate in effect at that time.

J. Part 9 of this Schedule applies to employees of the former City of York who were members of the former ONA Unit, Local 59 and who, as of the date of ratification of this Agreement, were enrolled in the Short Term Disability Plan.

10. TEMPORARY DISABILITY BENEFITS PLAN (Employees of the former Board of Health for the Borough of East York who were members of the former ONA Unit, Local 5, who belong to the Temporary Disability Benefits Plan)

A. If you become disabled and unable to work due to illness or off-the-job accident, the first benefit program that comes into play is the Temporary Disability Benefit plan. This benefit is Health Unit paid and you are automatically enrolled after three (3) months of permanent service.

B. Entitlement for benefits in the TDB plan is based on years of permanent service with the Health Unit. Depending on your length of service, all or 75% of your regular salary will continue for a period of time up to a maximum of 17 weeks.

C. The following table illustrates:

Short Term Disability Plan
Schedule of Sick Credits

Length of Service	Weeks at 100 % Pay	Weeks at 75% of Pay
0 – 3 months	0	0
3 months to 1 year	5	12
More than 1 year less than 2 years	8	9
More than 2 years less than 3 years	11	6
More than 3 years less than 4 years	14	3
Four years or more	17	0

D. Service does not include service while on temporary, casual or contract status.

E. A 'week' is defined at five (5) working days at the number of regularly scheduled hours per day worked by you.

F. You may not move to the next level of entitlement during an absence. If you pass a service threshold during the absence, the new level of benefits does not become effective until you return to work.

G. REQUALIFICATION

You requalify for full entitlement of benefits after returning to work for one (1) continuous month without an absence.

H. RECEIVING BENEFITS

In order to receive benefits, inform your supervisor immediately if you become ill and are unable to attend work.

I. TD benefits are payable commencing on first day of absence.

J. There will be no penalty for the number of occurrences in the Short Term Disability Plan.

- K. Sick Leave Credits for all permanent nurses employed as of December 31, 1996 will be frozen. On termination, accumulated sick credits shall be paid out according to Article 13.04 of the former Borough of East York ONA Local 5 Collective Agreement, at the rate of pay and length of service in effect on December 31, 1996.
 - L. Any nurse will have the option of drawing from her sick leave credit bank to top up sick pay to 100% of her salary rate.
 - M. Part 10 of this Schedule applies to employees of the former Board of Health for the Borough of East York who were members of the former ONA Unit, Local 5 and who, as of the date of ratification of this Agreement, were enrolled in the Temporary Disability Benefit Plan.
11. TEMPORARY DISABILITY BENEFIT (TDB) (Employees of the former Borough of East York who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Temporary Disability Benefit plan).
- A. The TDB Plan provides a combination of full pay and partial (213) pay.
 - B. Entitlement increases as service increases.
 - C. Maximum entitlement is six (6) months at full pay after ten (10) years of service.
 - D. Employees can requalify for partial pay portion after one (1) month without an absence.
 - E. Employees can requalify for full pay portion of benefits after four (4) continuous months without an absence.
 - F. Long-term disability benefits are available if the illness extends beyond six (6) months.
 - G. No "pay out" provisions are provided at retirement or voluntary termination.
 - H. A "waiting period" for benefits will be established after five (5) short-term absences in a twelve (12) month period. Waiting periods will start at one (1) day for the sixth and seventh occurrence and then increase to two (2) days for the eighth occurrence and beyond. A short-term absence refers to any absence of three (3) days or less.
 - I. Implementation of the TDB plan will be done as follows:
 - (1) Employees with less than seven (7) years of service will be automatically transferred to the new Temporary Disability Benefit Plan. Accumulated credits in the old plan will be frozen and can be used for the following purposes:
 - (a) to top up partial pay benefits to full pay
 - (b) to provide a "bridge" to LTD benefits
 - (c) to provide payment if the employee has not requalified for TD benefits.
 - (2) Those employees who have sick leave credits accumulated in the current sick plan and who transfer to the new plan will have their accumulated sick leave credits frozen at the time of transfer, and these credits can be used for the same purposes as above and will be available as a pay out on voluntary termination of employment based on the employee's entitlement at the time of the change. Affected employees will have received an individualized statement confirming their maximum pay out.

(3) Temporary Disability Benefits Schedule

Length of Service	Full Pay Benefits (weeks)	Partial (66.6%) Benefits (weeks)
0 – 3 months	0	0
3 – 12 months	3	12
after 1 year	6	10
after 2 years	10	8
after 3 years	12	7
after 4 years	14	6
after 5 years	16	5
after 6 years	18	4
after 7 years	20	3
after 8 years	22	2
after 9 years	24	1
after 26	26	0

J. Part 11 of this Schedule applies to all former non-union employees of the former Borough of East York who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who, as of the date of ratification of this Agreement, are enrolled in the Temporary Disability Benefit Plan provided for by the former Borough of East York to its non-union employees.

12. SALARY CONTINUANCE PLAN (Employees of the former City of Scarborough who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Salary Continuance Plan provided to non-union employees).

A. If you become sick and unable to work, the City will continue to pay your wages under the salary continuance plan as long as you are entitled to payment under the following:

Salary Continuance Plan

<u>SERVICE</u>	<u>Month 1</u>	<u>Month 2</u>	<u>Month 3 & 4</u>	<u>Month 5 & 6</u>
Nil to 3 months	No coverage			
3 mos. To 1 yr.	100%	80%	70%	66.6%
1 yr. but less than 3 yrs.	100%	100%	80%	70%
3 yrs. but less than 5 yrs	100%	100%	100%	80%
5 yrs. & over	100%	100%	100%	100%

B. Part 12 of this Schedule applies to all former non-union employees of the former City of Scarborough who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who, as of the date of ratification of this Agreement, are enrolled in the Salary Continuance Plan provided for by the former City of Scarborough to its non-union employees.

NOTE: Following ratification of this collective agreement , the above Schedule is subject to proofing and validation by Local 79 and the City.

Signed at Toronto this 5th day of August, 2005 on behalf of:

THE NEGOTIATING COMMITTEE OF THE
CITY OF TORONTO

William Adams (signed)

Catherine Bossuyt (signed)

Rosanne Rinella (signed)

Dymphna Walko-Channan (signed)

Christine Basdeo (signed)

Judy Allan-Nicholls (signed)

Mary Kay Cerovich (signed)

Mark Simpson (signed)

Anne MacIver (signed)

Monica Mitchell (signed)

Susan Smith (signed)

Brian Philip (signed)

Robert Clark (signed)

Bill Blakes (signed)

Steve Franklin (signed)

Jayne Allan (signed)
WITNESS

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

Ann Dembinski (signed)

Russ Armstrong (signed)

Tim Maquire (signed)

Livingstone Holder (signed)

Nancy Murphy (signed)

Lily Chang (signed)

Deborah Dixon (signed)

Paul Edwards (signed)

Fred Taylor (signed)

Armando Brasil (signed)

Ainsworth Hamilton (signed)

Doug Jones (signed)

Rita Messner (signed)

Vanessa Wolff (signed)
ASSIGNED CUPE REPRESENTATIVE

Derek Lue (signed)
ASSIGNED CUPE REPRESENTATIVE

Don Styles (signed)
ASSIGNED CUPE REPRESENTATIVE

Helen Manning (signed)
ASSIGNED CUPE REPRESENTATIVE

C.U.P.E. LOCAL 79

FULL-TIME UNIT

Memorandum of Agreement Items

**January 01, 2005 –
December 31, 2008**

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

**Article 6
WAGES AND SALARIES**

Wages

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

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

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

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 2005 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 2005 earnings less statutory deductions required by law to all employees who left the City between January 1, 2005 and the date that City Council ratified this agreement.

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

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

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

Harmonization of wage classifications review adjustment of three quarters of a percent (0.75%) to be reflected in Schedule "1", December 31, 2008.

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 employees shall receive a lump sum payment in each year of the Collective Agreement, in the amount of the annualized value of the across-the-board increases as applied to their frozen rate, provided that the lump sum payment is included as pensionable earnings. This payment will be based on straight time earnings and paid at the beginning of the year for the previous year.

**ARTICLE 12
EXTENDED HEALTHCARE/DENTAL/GROUPLIFE AND LTD**

Administrative Practices

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

November 29, 2000

Ms. Anne Dubas
President
CUPE Local 79

Dear Ms. Dubas:

RE: Private Duty Nursing Coverage

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

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

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

Yours truly,
Celine Chiovitti
Manager
Benefits and Employee Services

Article 13 - Pensions
DISCIPLINARY SUSPENSION – REVIEW OF OMERS PENSIONABLE SERVICE

Re: Disciplinary Suspension – Review of OMERS Pensionable Service

Further to the agreement of the parties in Article 13.10, it is understood that any period of disciplinary suspension without pay shall be deemed an approved leave of absence without pay for pension purposes.

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

1. The City will identify all active Local 79 employees who have been recorded with a suspension, without pay, since January 1, 2000 and will provide a copy of the information to the Union.
2. The City will review the information with OMERS to identify those employees where the period of the suspension has resulted in a reduction in credited service for the identified period. A copy of the information, which identifies the affected employees, will be provided to the Union.
3. For the affected employees, identified in paragraph 2, the City will advise OMERS of the change in the suspension periods to approved Leave of Absence, without pay.
4. The City will request Buy Back and/or Broken Service Purchase documents from OMERS for all affected employees. All employees will be advised that they are eligible to establish this service as credited service under the OMERS plan.
5. It is understood that should the employee elect to purchase any portion of the service as credited service they shall be responsible for 100% of such cost.

**Article 16
Grievance Procedure**

TIME LIMIT EXTENSION – HUMAN RIGHTS & HARASSMENT GRIEVANCES

WITHOUT PREJUDICE

MEMORANDUM OF AGREEMENT

BETWEEN

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

And

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

Whereas Local 79 and the City are parties to four (4) Collective Agreements – full-time employees in the Full-time Agreement, part-time employees in Unit B, part-time employees in the Recreation Unit and part-time employees in the part-time Homes Agreement; and

Now therefore Local 79 and the City agree as follows:

1. In the event a member of Local 79 files a complaint under the City’s Human Rights and 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 Harassment policy are with out 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 Harassment Policy under the appropriate training articles of the four (4) Local 79 Collective Agreements.

DATED AT TORONTO THIS 9TH DAY OF July, 2004.

Ann Dembinski (signed)

Catherine Bossuyt (signed)

Russ Armstrong (signed)

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Article 17 LEAVE OF ABSENCE

Bereavement Leave

January 1, 2007

Ms. Ann Dembinski
President
Canadian Union Of Public Employees
Local 79
257 Adelaide Street West
3rd Floor
TORONTO, Ontario M5H 1X9

Dear Ms. Dembinski:

This letter will confirm that the parties have agreed to include the following relatives for the purposes of entitlement to three (3) days bereavement leave under the Local 79 Collective Agreements: Step-son-in-law, step-daughter-in-law, step-brother-in-law, step-sister-in-law, step-grandparent and step-grandchild.

I will be sending a copy of this letter out to the labour relations staff **so** that everyone is aware of the City's commitment. I would also suggest that we place a copy of this letter in the Memorandum Items only section which the parties have agreed to develop and place behind each respective collective agreement.

I would further suggest that in the next round of negotiations this coverage be clarified in the body of each of the collective agreement. I would appreciate confirmation that you have received this correspondence and any comments with respect to my suggested plans of future action.

Yours sincerely,

Catherine Bossuyt
Senior Co-ordinator
Employee and Labour Relations

Article 20 SENIORITY

Confirmation of Employee's Seniority Date

An employee, who has been notified of his/her seniority in accordance with clause 20.01(e), may, in conjunction with Local 79, challenge such seniority if he/she has sufficient documentation to support such challenge. In the event of such challenge, Local 79 will write to the Director of Labour Relations, within thirty (30) working days of the employee's receipt of his/her seniority information, requesting a meeting and the Director of Employee and Labour Relations shall review such documentation and render a decision in writing. Where the matter is still not resolved the Union may file a grievance on behalf of **the** employee at Step 3 within 20 days of receiving the decision of the Director of Labour Relations.

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

The parties shall meet during the term of this collective agreement to discuss the feasibility of allowing employees of the Toronto Community Housing Corporation (TCHC), who had been employed by the City on December 31, 2000, to apply for job postings issued under this collective agreement. The parties may consider the recognition of rights acquired by such employees while employed by the City and/or TCHC, including the accumulation and carriage of seniority and/or service. Either party may request the participation of TCHC representatives.

ACCESS TO CHILDCARE

April 25, 2005

Ms. Ann Dembinski
President
CUPE Local 79

Re: Access to Childcare

Dear Ms. Dembinski:

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

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

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

Yours truly,

Brigitte Hohn,
Executive Director, Human Resources

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.

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- iv) The City agrees to investigate the establishment of web-links and/or a web-site related to the 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.

TECHNOLOGICAL CHANGE

Whereas pursuant to the Letter of Intent, Technological Change in which the parties agreed to meet to discuss Local 79's role with respect to the introduction of technological change that may impact the manner in which employees perform their work.

Local 79 and the City agree as follows:

1. The City may from time to time introduce technological changes for the purpose of efficiency and effectiveness that will have an impact on the way employees perform their work.
2. For the purposes of this Memorandum, 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 Local 79 members perform their work, and/or will require significant training to ensure that they are able to do the work safely and efficiently.
3. Local 79 and the City have a legitimate interest in ensuring that its members/employees are provided information and training in a consistent manner when technological change is introduced.
4. The principles that guide this process are early involvement and on-going communication between the parties.
5. The Division initiating the technological change, in consultation with a representative of Employee & Labour Relations, will communicate with Local 79 as early as possible that a technological change as defined in paragraph 2 above is to be introduced. In any event, this communication will occur no later than ninety (90) calendar days prior to the implementation of the technological change(s). It is understood that there may be circumstances that prevent compliance with the timeframe contained herein, specifically, Provincial legislation, regulation, policy or funding-related requirements.
6. The City will provide Local 79 with the following information:
 - (i) the nature of the technological change;
 - (ii) the estimated date the proposed technological change will be implemented;

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- (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

Upon request, the Division will meet with representatives of Local 79 to review and discuss the introduction of the technological change and the information provided under paragraph 6.

The City agrees to identify the affected Local 79 members and provide them with reasonable training and/or mentoring necessary to acquire the new or modified skills required to perform the duties of their position.

9. 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.
- 10 Any disputes arising out of the implementation of this Memorandum of Agreement will be referred to the Director of Employee & Labour Relations and the President of Local 79 for resolution.

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

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.

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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
Earned Deferred Leave

Category: **Absence From Work**



Policy Statement

This policy allows employees who wish to take an extended period of leave for personal reasons, to plan and self-finance that leave of absence.

Application

All employees listed below who have completed their probationary period are eligible for Earned Deferred Leave.

- Non-union full-time permanent employees
- CUPE local 79 full-time permanent employees in the Full Time Unit
- CUPE local 416 employees
- TPF Local 3888 permanent employees (with specific limitations) as provided in the Earned Deferred Leave - Letter of Intent attached to the collective agreement.

Definitions

Earned Deferred Leave: an authorized leave for six months or one year, in which an employee receives reduced pay during the enrolment period and receives the accrued deductions and interest during the leave period. The leave period must commence within 6 years from entering into the program.

Conditions

Leave Options

Employees may apply for any of the following earned deferred leave options:

- 90% Option: 4.5 years of work at 90% pay and 6 months of leave
- 80% Option: 4 years of work at 80% pay and 1 year of leave or 2 years of work at 80% pay and 6 months of leave
- 75% Option: 3 years of work at 75% pay and 1 year of leave or 1.5 years of work at 75% pay and 6 months of leave

Under each of these options, an employee receives the specified percentage of their salary for the period worked and receives the banked percentage plus accrued interest during the leave period, paid out in equal pay period installments. The accrued interest is taxable on an annual basis during the enrolment period and will be reported on an employee's T4 form.

Enrolment

An employee may apply for enrolment in the plan at any time of the year.

An employee must obtain approval to enrol in the plan, from his/her

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executive director/general manager/division head or designate.

The executive director/general manager/division head or designate may:

- approve the request for immediate enrolment
- approve the request but defer enrolment for a year
- deny the request.

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

The executive director/general manager/division head or designate should evaluate applications on the basis of consistent criteria to ensure employees are treated in a fair and equitable manner. In a situation where a number of employees within the same division or section apply for leave at the same time the executive director/general manager/division head or designate may need more information to prioritize requests. *Guidelines for Assessing Competing Requests* are included in this policy under the Implementation Section. The division will most often receive notice three or four years in advance of a leave; this will provide substantial opportunity for planning.

The terms of the enrolment in the plan are documented in an *Earned Deferred Leave Contract* signed by both parties, when a leave is approved. This can be changed in one of the following ways:

- The terms of the contract are changed by mutual consent.
- An executive director/general manager/division head may require an employee to withdraw from the plan if the employee transfers or is promoted to a different division that did not authorize the leave and that division cannot accommodate the employee's absence because of operational requirements.
- An employee, who wishes to withdraw from the plan during the enrolment period, may do so in exceptional circumstances only e.g. financial hardship. If the employee withdraws from the plan he/she receives one lump sum payment for deferred salary and accrued interest, which becomes fully taxable in the year of receipt.

An employee must take an Earned Deferred Leave all at once i.e. the leave cannot be split up.

The Earned Deferred Leave program and Earned Deferred Leave Contract are governed by and administered in accordance with Section 248(1) of the Income Tax Act and Regulation 6801.

An employee is not allowed to enter into more than one Earned Deferred Leave Contract at a time.

Employees on Earned Deferred Leave may not work in any city division in

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either a full-time or part-time capacity during the period of leave.

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

Return from leave

An employee returning from Earned Deferred Leave will return to his/her former position if available, or a suitable alternate position.

In accordance with regulation 6801 of the Income Tax Act, employees are required to return to their employment after the leave for a period that is not less than the leave of absence. An employee is not allowed to schedule a leave if the return date does not allow the mandatory work period to be completed before his/her mandatory retirement date.

Implementation

Guidelines for Assessing Competing Requests for Earned Deferred Leaves

Requests will be received a year or more in advance of the leave, providing substantial opportunity to prepare for the period of absence.

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

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

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

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

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

If it is not possible to resolve the conflict given these factors, it is

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recommended that an objective criterion such as seniority or date of application be used to determine priority.

Starting the Leave

Employees should begin their leaves as soon as the deferral period is over. In exceptional circumstances, employees may defer their leaves, however, income tax regulations require that the leave of absence must begin no later than six years after the start of the deferral period. For example, if the deferral begins on June 1 2001, the leave of absence must start no later than June 1, 2007.

Illness during Leave

If an employee becomes seriously ill during the leave, and wishes to defer part of the leave, the employee should contact his/her executive director/general manager/division head or designate. These situations will be dealt with on a case by case basis. Adjustments will be made in cases where the illness is of such severity and duration so as to effectively frustrate the purpose of the leave, and are within the latitude allowed by Revenue Canada regulations.

Salary & Benefits

Salary

During the enrolment period, an employee receives and is taxed upon the elected percentage of his/her current salary. While on leave the employee receives and is taxed upon the deferred amount plus accrued interest paid out.

During the enrolment period, interest credited on deferred amounts is reported for tax purposes each December 31.

Benefits

The employee receives his/her usual benefits during the enrolment period of the plan and the leave period. Most employee benefits are not related to level of income. There are some exceptions:

- Group Life Insurance
- Long Term Disability
- Pensions

Contributions and premiums for these programs during the enrolment period will be based upon full (100%) salary. During the leave period benefits related to salary shall be at the salary level (100%) at the time the leave started.

During the leave period an employee may elect to maintain any optional life insurance coverage that he/she has and pay the appropriate premiums. If the employee declines to maintain this coverage, upon return from the leave it may be necessary to provide proof of insurability to re-instate optional coverage.

Pension

Under the OMERS Plan, the leave period is considered broken service. When the employee returns from leave if he/she wishes to buy back pension service he/she must pay both the employee and the employer's contribution to the pension plan, for the period of the leave. If the

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employee elects to purchase this period of broken service, the city will make a one-time lump sum payment equal to the employer's contribution to the employee. This lump sum is a taxable benefit.

The Income Tax Act restricts the number of broken service periods for which an employee can purchase pension credit to a lifetime maximum of 5 years plus up to an additional 2 years for periods of parental leave.

Vacation

- Employees do not earn vacation while on leave.
- Any vacation that is owing to employees when they begin the leave will be available to them when they return from leave.
- The period of the leave counts towards service requirements for calculating increases in vacation entitlements.

For example: On January 1st 2002 an employee begins his 7th year of employment and has 15 days entitlement in his vacation bank when he goes on leave on January 1st 2002. He takes 6 months leave. He still has 15 days entitlement when he returns to work on July 2nd 2002. However, in 2002 he works for 6 months only and therefore earns 7.5 days of vacation, which is made available to him on January 1st 2003. On January 1st 2004, in the employee's 9th year he is entitled to 20 days of vacation.

Canada Pension and Employment Insurance

Employment Insurance premiums are deducted during the enrolment period on the full salary. During the leave an employee does not contribute to employment insurance and the leave period is not counted as insurable employment. If this is of concern to an employee he/she should check the implications of his/her particular situation by contacting the local Employment Insurance Commission office. Canada Pension Plan deductions are calculated on the reduced salary during the enrolment period and during the leave CPP is calculated on the deferred amount.

Sick pay

No sick pay is accrued during the leave. Any sick credits owing to employees when they begin the leave will be available to them when they return from leave.

Approved by	Workforce Strategy Team for the Executive Management Team.
Date Approved	April 12, 2001
Revised	January 14, 2003

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	<p>All employees listed below are eligible for Leave without pay.</p> <ul style="list-style-type: none"> • Non-union full-time permanent employees who have completed their probationary period • CUPE local 79 employees • CUPE local 416 employees
Definitions	<i>Leave without Pay</i> : an authorized leave for up to a year without pay or benefits.
Conditions	<p>Employees may apply for a leave period of up to one year.</p> <p>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.</p> <p>Employees may apply for a <u>leave without pay</u> at any time of the year.</p> <p>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:</p> <ul style="list-style-type: none"> • approve the request • approve the request but defer the leave • deny the request. <p>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.</p> <p>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. <i>Guidelines for Assessing Competing Requests</i> are included in this policy under the Implementation section.</p>

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

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premiums before the leave begins.

OMERS Pension

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

Vacation

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

Canada Pension Plan and Employment Insurance

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

Sick pay

No sick pay is accrued during the leave

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

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

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:

- The employee's spouse
- A parent, step-parent or foster parent of the employee
- A child, step-child or foster child of the employee or the employee's spouse.

Note: Spouse includes common law and same sex partner.

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

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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 have 600 insurable hours 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.

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

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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.

Approved by

Executive Management Team

Date Approved

November 8, 2004

**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 the City's occupational health physician and may require an assessment with the physician. 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 the City's occupational health physician and may require an assessment with the physician. 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
Toronto, Ontario M5H 2N2
392-7330

Once your request has been approved the attached form will be completed by the occupational health physician.

CITY OF TORONTO
PARKING RECOMMENDATIONS FOR DISABLED EMPLOYEE

Date:	Employee No:
Department:	License Plate No:
Work Location:	Employee Signature:
Business Tel. #:	

Disabled Parking Permit:

- Approved
 - Permanent
 - Temporary

Start Date: _____ Stop Date: _____

To be reviewed in Employee Health and Rehabilitation on _____
if need for parking goes beyond stop date.

- Denied

Reason for denial: _____

Occupational Health Physician's signature: _____

Date copied to employee: _____

Date copied to Facilities and Real Estate: _____

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 Services 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 the Manager, Employee Health and Rehabilitation, City Hall, Lower Level (Fax #: 416-392-1788).

To be completed by employee:

Date Employee #..... License Plate #

Department Work Tel #.....

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

Signature of Employee

For employee's doctor:

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 the City's occupational health physician 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. **Is the applicant unable to walk unassisted for more than 200 metres (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. No.

Address

Signature..... Date

Thank you for your assistance. If you have any questions, please contact Margaret Robbins, Manager,
Employee Health and Rehabilitation at 416 -392- 7330.

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WAGE SCHEDULES

LOCAL 79 FULL TIME UNIT

AND

CITY OF TORONTO

The following is the wage schedule (Schedule 1) for the years – January 1, 2005 – December 31, 2005, January 1, 2006– December 31, 2006, January 1, 2007 – December 31, 2007, April 1, 2008 – December 30, 2008 and December 31, 2008. The wage rate schedule in effect on December 31, 2004 is included for information purposes only.

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

The wage and salary information is based on positions in effect as of January 1st, 2005. Any change to the position information and rates set out in this Schedule, subsequent to the January 1st date, will be added upon renewal of the Collective Agreement.

Harmonized Classification	Hrs	New Job Code	Wage Grade	31-Dec-04				2005 with Negotiated Increase (New Steps + 2.75%, eff. Jan. 1)				2006 with Negotiated Increase (2005 + 3%, eff. Jan. 1)				2007 with Negotiated Increase (2006 + 3.25%, eff. Jan. 1)				2008 with Negotiated Increase (2007 + 3.25%, eff. Apr. 1)				2008 with Negotiated Increase (2008 + 0.75%, eff. Dec. 31)			
				1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Coordinator Rooming House Info Centre	35	TF0079	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Corporate Accounting Assistant 4	35	TFS132	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Dental Assistant	35	TF0158	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Inspector Water Revenue	35	TF0229	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Materials Management Assistant 2	35	TF0295	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Municipal Standards Officer Level 2	35	TF0234	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Museum Program Officer	35	TF0091	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Museum Store Attendant	35	TF0350	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Technician Audio Visual	35	TF0060	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Technician Exhibit & Outreach	35	TF0101	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Technician Pre Press 2	35	TF0063	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Adult Day Program Assistant	40	TF0066	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Hostel Aide	40	TF0089	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Materials Management Assistant 2	40	TF4295	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Recreation Services Assistant	40	TF0095	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Technician Audio Visual	40	TF0060	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Technician Darkroom	40	TF0061	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Youth Outreach Worker	40	TF0338	7	\$22.34	\$23.03	\$23.75	\$24.48	\$22.95	\$23.66	\$24.40	\$25.15	\$23.64	\$24.37	\$25.13	\$25.90	\$24.41	\$25.16	\$25.95	\$26.74	\$25.20	\$25.98	\$26.79	\$27.61	25.39	26.17	26.99	27.82
Chemist Assistant 2	35	TF0310	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Coordinator Dispatch	40	TF0041	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Early Childhood Educator 2	35	TF0084	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Large Format Press Feeder	35	TF0052	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Legal Assistant 2	35	TF0260	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Lottery Licensing Compliance Officer	35	TF0230	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Media Buyer	35	TF0054	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Payroll Benefits Pension Service Rep 3	35	TFS270	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Payroll Program Assistant 2	35	TF0272	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Preservation Assistant	35	TF0328	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Printing Operator	35	TF0056	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Quality Control Investigator	35	TF0239	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Recreationist	35	TF0096	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Registered Practical Nurse Public Health	35	TF0182	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Research Analyst 3	35	TF0304	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Revenue Clerk 3	35	TF0140	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Senior Museum Program Officer	35	TF0100	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Senior Water Revenue Inspector	35	TF0248	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Sign Plan Examiner Inspector	35	TF0249	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Support Assistant B	35	TF0005	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Technician Infant Hearing	35	TF0186	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Title & Status Researcher	35	TF0335	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Client Service Worker	40	TF0072	8	\$23.57	\$24.30	\$25.06	\$25.83	\$24.22	\$24.97	\$25.75	\$26.54	\$24.95	\$25.72	\$26.52	\$27.34	\$25.76	\$26.56	\$27.38	\$28.23	\$26.60	\$27.42	\$28.27	\$29.15	26.80	27.63	28.48	29.37
Cut Repair Examiner	40	TF0218	8	\$23.57	\$24.30	\$25.06	\$25																				

Harmonized Classification	Hrs	New Job Code	Wage Grade	31-Dec-04				2005 with Negotiated Increase (New Steps + 2.75%, eff. Jan. 1)				2006 with Negotiated Increase (2005 + 3%, eff. Jan. 1)				2007 with Negotiated Increase (2006 + 3.25%, eff. Jan. 1)				2008 with Negotiated Increase (2007 + 3.29%, eff. Apr. 1)				2008 with Negotiated Increase (2008 + 0.75%, eff. Dec. 31)			
				1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Banking Assistant 2	35	TF0119	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Chemist Assistant 1	35	TF0309	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Contract Accounting Clerk 2	35	TF0128	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Coordinator Day Centre	35	TF0076	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Coordinator Design Services	35	TF0040	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Coordinator Exhibition	35	TF0077	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Coordinator Facility Rental	35	TF0009	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Coordinator Parking	35	TF0011	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Corporate Accounting Assistant 3	35	TFS131	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Corporate Accounts Payable Service Rep	35	TFS133	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Counselor Sexual Health Info Line	35	TF0157	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Court & Records Clerk Animal Control	35	TF0256	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Court Clerk Monitor	35	TF0257	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Design Technologist	35	TF0315	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Designer 3	35	TF0045	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Engineering Technologist Technician 3	35	TF0320	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Fire Inspector	35	TF0219	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Foreperson Bindery	40	TF0049	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Foreperson Copycentre	35	TF0050	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Foreperson Landscaper	35	TF0324	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Legal Conveyancing Clerk	35	TFS261	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Materials Management Assistant 1	35	TF0294	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Procurement Estimator	35	TF0057	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Recycling Advisor	35	TF0034	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Technician Pre Press 1	35	TF0062	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Voice Infrastructure Analyst	35	TF0209	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Auto Equipment Inventory Clerk	40	TF0289	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Engineering Technologist Technician 3	40	TF4320	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Foreperson Copycentre	40	TF4050	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Foreperson Facilities	40	TF0016	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Foreperson Farm	40	TF0017	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Foreperson Forestry 2	40	TF0019	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Foreperson Parks 2	40	TF0024	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Foreperson Works 2	40	TF0028	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Inspector Combustible Gas	40	TF0220	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Inspector Emergency Services	40	TF0221	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Inspector Operations Equipment	40	TF0225	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Inspector Sewer Photography	40	TF0226	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Large Format Press Operator	40	TF0053	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Maintenance Patrolter	40	TF0231	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Materials Management Assistant 1	40	TF4294	9	\$24.87	\$25.64	\$26.43	\$27.25	\$25.55	\$26.35	\$27.16	\$28.00	\$26.32	\$27.14	\$27.97	\$28.84	\$27.18	\$28.02	\$28.88	\$29.78	\$28.06	\$28.93	\$29.82	\$30.75	28.27	29.15	30.04	30.98
Accounting & Payroll Assistant	35	TF0264	10	\$26.24	\$27.05	\$27.89	\$28.75	\$26.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Application Examiner	35	TF0212	10	\$26.24	\$27.05	\$27.89	\$28.75	\$26.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.6											

Harmonized Classification	Hrs	New Job Code	Wage Grade	31-Dec-04				2005 with Negotiated Increase (New Steps + 2.75% eff. Jan. 1)				2006 with Negotiated Increase (2005 + 3% eff. Jan. 1)				2007 with Negotiated Increase (2006 + 3.25% eff. Jan. 1)				2008 with Negotiated Increase (2007 + 3.25% eff. Apr. 1)				2008 with Negotiated Increase (2008 + 0.75% eff. Dec. 31)			
				1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Healthy Environments Enforcement Officer	35	TF0168	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Home Visitor Childrens Services	35	TF0088	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Legal Assistant 1	35	TF0259	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Municipal Standards Officer Level 1	35	TF0233	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Operations Support Analyst 3	35	TFS197	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Payroll Benefits Pension Service Rep 2	35	TFS269	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Payroll Program Assistant 1	35	TF0271	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Photographer	35	TF0055	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Property Officer 4	35	TF0033	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Resource Educator	35	TF0099	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Senior Cashier	35	TFS144	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Senior Title & Status Researcher	35	TF0333	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Support Assistant A	35	TF0004	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Traffic Field Investigator	35	TF0251	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Translator Interpreter	35	TF0064	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Arboret Inspector	40	TF0305	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Bylaw Officer	40	TF4216	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Foreperson Conservatory	40	TF0015	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Foreperson Forestry 1	40	TF0018	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Foreperson General Construction	40	TF0020	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Foreperson Mechanical Electrical & Trades	40	TF0022	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Foreperson Parks 1	40	TF0023	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Foreperson Parks Technical Services	40	TF0025	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Foreperson Print	40	TF0051	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Foreperson Works 1	40	TF0027	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Inspector Underground	40	TF0228	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Property Officer 4	40	TF4033	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Recreation Coordinator	40	TF0094	10	\$26.24	\$27.05	\$27.89	\$28.75	\$28.96	\$27.79	\$28.66	\$29.54	\$27.77	\$28.62	\$29.52	\$30.43	\$28.67	\$29.55	\$30.48	\$31.42	\$29.60	\$30.51	\$31.47	\$32.44	29.82	30.74	31.71	32.68
Accounting Assistant 2	35	TF0113	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Administrator Letters of Credit	35	TFS116	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Application & Technical Support Specialist 3	35	TF0189	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Architectural Planning Technologist	35	TF0306	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Assistant Fair Wage Officer	35	TFS265	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Assistant Planner	35	TFS274	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Assistant Planner Urban Forestry	35	TF0275	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Banking Assistant 1	35	TF0118	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Client Support Analyst 1	35	TFS191	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Commercial Area Officer BIA	35	TF0103	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Contract Accounting Clerk 1	35	TF0127	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Coordinator Bicycle Safety Education	35	TFS276	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Coordinator Commuter Cycling Program	35	TFS277	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Coordinator Environmental Monitoring Programs	35																										

Harmonized Classification	Hrs	New Job Code	Wage Grade	31-Dec-04				2005 with Negotiated Increase (New Steps + 2.75%, eff. Jan. 1)				2006 with Negotiated Increase (2005 + 3%, eff. Jan. 1)				2007 with Negotiated Increase (2006 + 3.25%, eff. Jan. 1)				2008 with Negotiated Increase (2007 + 3.25%, eff. Apr. 1)				2008 with Negotiated Increase (2008 + 0.75%, eff. Dec. 31)			
				1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Law Clerk	35	TF0258	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Library Information Officer	35	TF0299	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Library Information Officer Legal	35	TFS300	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Mechanical Plan Examiner	35	TF0232	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Methodone Support Worker	35	TF0090	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Operations Support Analyst 2	35	TFS196	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Payroll Benefits Pension Service Rep 1	35	TFS268	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Program Development Officer	35	TF0093	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Purchasing Analyst	35	TF0296	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Registrar	35	TF0097	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Research Analyst 2	35	TF0303	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Revenue Clerk 2	35	TFS139	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Senior Design Technologist	35	TF0331	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Senior Fire Inspector	35	TF0234	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Senior Water Quality Inspector	35	TF0247	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Small Business Consultant	35	TF0110	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Spacial Data Analyst	35	TFS198	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Spacial Support Analyst	35	TFS200	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Systems Integrator 3	35	TF0206	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Technician Network Support	35	TFS207	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Technology Lifecycle Management Specialist	35	TFS208	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Trainer Business Process	35	TFS145	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Training & Development Specialist	35	TF0102	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Voice Infrastructure Specialist	35	TFS210	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Wireless Infrastructure Specialist	35	TFS211	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Emergency Medical Dispatcher	40	TF0048	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Foreperson Automotive	40	TF0013	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Foreperson Carpentry	40	TF0014	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Foreperson Refrigeration & Filtration	40	TF0026	11	\$27.68	\$28.54	\$29.42	\$30.33	\$28.44	\$29.32	\$30.23	\$31.16	\$29.29	\$30.20	\$31.14	\$32.09	\$30.24	\$31.18	\$32.15	\$33.13	\$31.22	\$32.19	\$33.19	\$34.21	31.45	32.43	33.44	34.47
Accounting Assistant 1	35	TF0112	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Archivist	35	TF0298	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Building Code Examiner	35	TF0213	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Chemist	35	TF0308	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Communications Training Officer	40	TF0039	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Conservator Archives & Records	35	TF0311	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Conservator Artifacts	35	TF0312	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Conservator Outdoor Public Art	35	TF0313	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Coordinator Material Recycling & Reduction	35	TF0010	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Coordinator Purchasing Services	35	TFS290	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Coordinator Accounts Payable	35	TFS134	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Corporate Market Analyst	35	TFS292	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Counselor	35	TF0081	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$32.85	\$33.87	\$31.91	\$32.91	\$33.92	\$34.97	\$32.95	\$33.98	\$35.02	\$36.11	33.20	34.23	35.28	36.38
Counselor Needle Exchange	35	TF0156	12	\$29.21	\$30.11	\$31.04	\$32.00	\$30.01	\$30.94	\$31.89	\$32.88	\$30.91	\$31.87	\$													

Hr	New Job Code	Hr	31-Dec-04												2005 with Negotiated Increase (New Steps + 2.75%, eff. Jan. 1)				2006 with Negotiated Increase (2005 + 3%, eff. Jan. 1)				2007 with Negotiated Increase (2006 + 3.25%, eff. Apr. 1)				2008 with Negotiated Increase (2007 + 0.75%, eff. Dec. 31)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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35	FP0284	16	\$32.51	\$33.51	\$34.55	\$35.62	\$37.40	\$38.43	\$39.50	\$40.60	\$42.40	\$43.46	\$44.57	\$45.70	\$47.40	\$48.46	\$49.57	\$50.70	\$52.40	\$53.46	\$54.57	\$55.70	\$57.40	\$58.46	\$59.57	\$60.70	\$62.40	\$63.46	\$64.57	\$65.70	\$67.40	\$68.46	\$69.57	\$70.70	\$72.40	\$73.46	\$74.57	\$75.70	\$77.40	\$78.46	\$79.57	\$80.70	\$82.40	\$83.46	\$84.57	\$85.70	\$87.40	\$88.46	\$89.57	\$90.70	\$92.40	\$93.46	\$94.57	\$95.70	\$97.40	\$98.46	\$99.57	\$100.70	\$102.40	\$103.46	\$104.57	\$105.70	\$107.40	\$108.46	\$109.57	\$110.70	\$112.40	\$113.46	\$114.57	\$115.70	\$117.40	\$118.46	\$119.57	\$120.70	\$122.40	\$123.46	\$124.57	\$125.70	\$127.40	\$128.46	\$129.57	\$130.70	\$132.40	\$133.46	\$134.57	\$135.70	\$137.40	\$138.46	\$139.57	\$140.70	\$142.40	\$143.46	\$144.57	\$145.70	\$147.40	\$148.46	\$149.57	\$150.70	\$152.40	\$153.46	\$154.57	\$155.70	\$157.40	\$158.46	\$159.57	\$160.70	\$162.40	\$163.46	\$164.57	\$165.70	\$167.40	\$168.46	\$169.57	\$170.70	\$172.40	\$173.46	\$174.57	\$175.70	\$177.40	\$178.46	\$179.57	\$180.70	\$182.40	\$183.46	\$184.57	\$185.70	\$187.40	\$188.46	\$189.57	\$190.70	\$192.40	\$193.46	\$194.57	\$195.70	\$197.40	\$198.46	\$199.57	\$200.70	\$202.40	\$203.46	\$204.57	\$205.70	\$207.40	\$208.46	\$209.57	\$210.70	\$212.40	\$213.46	\$214.57	\$215.70	\$217.40	\$218.46	\$219.57	\$220.70	\$222.40	\$223.46	\$224.57	\$225.70	\$227.40	\$228.46	\$229.57	\$230.70	\$232.40	\$233.46	\$234.57	\$235.70	\$237.40	\$238.46	\$239.57	\$240.70	\$242.40	\$243.46	\$244.57	\$245.70	\$247.40	\$248.46	\$249.57	\$250.70	\$252.40	\$253.46	\$254.57	\$255.70	\$257.40	\$258.46	\$259.57	\$260.70	\$262.40	\$263.46	\$264.57	\$265.70	\$267.40	\$268.46	\$269.57	\$270.70	\$272.40	\$273.46	\$274.57	\$275.70	\$277.40	\$278.46	\$279.57	\$280.70	\$282.40	\$283.46	\$284.57	\$285.70	\$287.40	\$288.46	\$289.57	\$290.70	\$292.40	\$293.46	\$294.57	\$295.70	\$297.40	\$298.46	\$299.57	\$300.70	\$302.40	\$303.46	\$304.57	\$305.70	\$307.40	\$308.46	\$309.57	\$310.70	\$312.40	\$313.46	\$314.57	\$315.70	\$317.40	\$318.46	\$319.57	\$320.70	\$322.40	\$323.46	\$324.57	\$325.70	\$327.40	\$328.46	\$329.57	\$330.70	\$332.40	\$333.46	\$334.57	\$335.70	\$337.40	\$338.46	\$339.57	\$340.70	\$342.40	\$343.46	\$344.57	\$345.70	\$347.40	\$348.46	\$349.57	\$350.70	\$352.40	\$353.46	\$354.57	\$355.70	\$357.40	\$358.46	\$359.57	\$360.70	\$362.40	\$363.46	\$364.57	\$365.70	\$367.40	\$368.46	\$369.57	\$370.70	\$372.40	\$373.46	\$374.57	\$375.70	\$377.40	\$378.46	\$379.57	\$380.70	\$382.40	\$383.46	\$384.57	\$385.70	\$387.40	\$388.46	\$389.57	\$390.70	\$392.40	\$393.46	\$394.57	\$395.70	\$397.40	\$398.46	\$399.57	\$400.70	\$402.40	\$403.46	\$404.57	\$405.70	\$407.40	\$408.46	\$409.57	\$410.70	\$412.40	\$413.46	\$414.57	\$415.70	\$417.40	\$418.46	\$419.57	\$420.70	\$422.40	\$423.46	\$424.57	\$425.70	\$427.40	\$428.46	\$429.57	\$430.70	\$432.40	\$433.46	\$434.57	\$435.70	\$437.40	\$438.46	\$439.57	\$440.70	\$442.40	\$443.46	\$444.57	\$445.70	\$447.40	\$448.46	\$449.57	\$450.70	\$452.40	\$453.46	\$454.57	\$455.70	\$457.40	\$458.46	\$459.57	\$460.70	\$462.40	\$463.46	\$464.57	\$465.70	\$467.40	\$468.46	\$469.57	\$470.70	\$472.40	\$473.46	\$474.57	\$475.70	\$477.40	\$478.46	\$479.57	\$480.70	\$482.40	\$483.46	\$484.57	\$485.70	\$487.40	\$488.46	\$489.57	\$490.70	\$492.40	\$493.46	\$494.57	\$495.70	\$497.40	\$498.46	\$499.57	\$500.70	\$502.40	\$503.46	\$504.57	\$505.70	\$507.40	\$508.46	\$509.57	\$510.70	\$512.40	\$513.46	\$514.57	\$515.70	\$517.40	\$518.46	\$519.57	\$520.70	\$522.40	\$523.46	\$524.57	\$525.70	\$527.40	\$528.46	\$529.57	\$530.70	\$532.40	\$533.46	\$534.57	\$535.70	\$537.40	\$538.46	\$539.57	\$540.70	\$542.40	\$543.46	\$544.57	\$545.70	\$547.40	\$548.46	\$549.57	\$550.70	\$552.40	\$553.46	\$554.57	\$555.70	\$557.40	\$558.46	\$559.57	\$560.70	\$562.40	\$563.46	\$564.57	\$565.70	\$567.40	\$568.46	\$569.57	\$570.70	\$572.40	\$573.46	\$574.57	\$575.70	\$577.40	\$578.46	\$579.57	\$580.70	\$582.40	\$583.46	\$584.57	\$585.70	\$587.40	\$588.46	\$589.57	\$590.70	\$592.40	\$593.46	\$594.57	\$595.70	\$597.40	\$598.46	\$599.57	\$600.70	\$602.40	\$603.46	\$604.57	\$605.70	\$607.40	\$608.46	\$609.57	\$610.70	\$612.40	\$613.46	\$614.57	\$615.70	\$617.40	\$618.46	\$619.57	\$620.70	\$622.40	\$623.46	\$624.57	\$625.70	\$627.40	\$628.46	\$629.57	\$630.70	\$632.40	\$633.46	\$634.57	\$635.70	\$637.40	\$638.46	\$639.57	\$640.70	\$642.40	\$643.46	\$644.57	\$645.70	\$647.40	\$648.46	\$649.57	\$650.70	\$652.40	\$653.46	\$654.57	\$655.70	\$657.40	\$658.46	\$659.57	\$660.70	\$662.40	\$663.46	\$664.57	\$665.70	\$667.40	\$668.46	\$669.57	\$670.70	\$672.40	\$673.46	\$674.57	\$675.70	\$677.40	\$678.46	\$679.57	\$680.70	\$682.40	\$683.46	\$684.57	\$685.70	\$687.40	\$688.46	\$689.57	\$690.70	\$692.40	\$693.46	\$694.57	\$695.70	\$697.40	\$698.46	\$699.57	\$700.70	\$702.40	\$703.46	\$704.57	\$705.70	\$707.40	\$708.46	\$709.57	\$710.70	\$712.40	\$713.46	\$714.57	\$715.70	\$717.40	\$718.46	\$719.57	\$720.70	\$722.40	\$723.46	\$724.57	\$725.70	\$727.40	\$728.46	\$729.57	\$730.70	\$732.40	\$733.46	\$734.57	\$735.70	\$737.40	\$738.46	\$739.57	\$740.70	\$742.40	\$743.46	\$744.57	\$745.70	\$747.40	\$748.46	\$749.57	\$750.70	\$752.40	\$753.46	\$754.57	\$755.70	\$757.40	\$758.46	\$759.57	\$760.70	\$762.40	\$763.46	\$764.57	\$765.70	\$767.40	\$768.46	\$769.57	\$770.70	\$772.40	\$773.46	\$774.57	\$775.70	\$777.40	\$778.46	\$779.57	\$780.70	\$782.40	\$783.46	\$784.57	\$785.70	\$787.40	\$788.46	\$789.57	\$790.70	\$792.40	\$793.46	\$794.57	\$795.70	\$797.40	\$798.46	\$799.57	\$800.70	\$802.40	\$803.46	\$804.57	\$805.70	\$807.40	\$808.46	\$809.57	\$810.70	\$812.40	\$813.46	\$814.57	\$815.70	\$817.40	\$818.46	\$819.57	\$820.70	\$822.40	\$823.46	\$824.57	\$825.70	\$827.40	\$828.46	\$829.57	\$830.70	\$832.40	\$833.46	\$834.57	\$835.70	\$837.40	\$838.46	\$839.57	\$840.70	\$842.40	\$843.46	\$844.57	\$845.70	\$847.40	\$848.46	\$849.57	\$850.70	\$852.40	\$853.46	\$854.57	\$855.70	\$857.40	\$858.46	\$859.57	\$860.70	\$862.40	\$863.46	\$864.57	\$865.70	\$867.40	\$868.46	\$869.57	\$870.70	\$872.40	\$873.46	\$874.57	\$875.70	\$877.40	\$878.46	\$879.57	\$880.70	\$882.40	\$883.46	\$884.57	\$885.70	\$887.40	\$888.46	\$889.57	\$890.70	\$892.40	\$893.46	\$894.57	\$895.70	\$897.40	\$898.46	\$899.57	\$900.70	\$902.40	\$903.46	\$904.57	\$905.70	\$907.40	\$908.46	\$909.57	\$910.70	\$912.40	\$913.46	\$914.57	\$915.70	\$917.40	\$918.46	\$919.57	\$920.70	\$922.40	\$923.46	\$924.57	\$925.70	\$927.40	\$928.46	\$929.57	\$930.70	\$932.40	\$933.46	\$934.57	\$935.70	\$937.40	\$938.46	\$939.57	\$940.70	\$942.40	\$943.46	\$944.57	\$945.70	\$947.40	\$948.46	\$949.57	\$950.70	\$952.40	\$953.46	\$954.57	\$955.70	\$957.40	\$958.46	\$959.57	\$960.70	\$962.40	\$963.46	\$964.57	\$965.70	\$967.40	\$968.46	\$969.57	\$970.70	\$972.40	\$973.46	\$974.57	\$975.70	\$977.40	\$978.46	\$979.57	\$980.70	\$982.40	\$983.46	\$984.57	\$985.70	\$987.40	\$988.46	\$989.57	\$990.70	\$992.40	\$993.46	\$994.57	\$995.70	\$997.40	\$998.46	\$999.57	\$1000.70