

Homes for the Aged Part-Time Unit

April 19, 2000

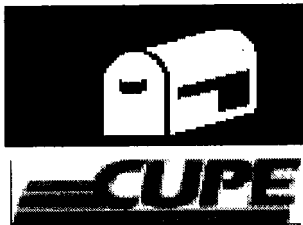
SOURCE	City		
EFF.	99	01	01
TERM.	2001	12	31
No. OF EMPLOYEES	1,600		
NOMBRE D'EMPLOYES	1600		

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**MEMORANDUM OF AGREEMENT
BETWEEN:**

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

and

CITY OF TORONTO (the City)

WHEREAS Local 79 and the City are engaged in collective bargaining regarding the terms and conditions of employment for all employees in the Local 79 Homes for the Aged Part-time Unit represented by Local 79 and wish to resolve these terms

and conditions;

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

1. Local **79** and the City agree that the outstanding issues that have not been resolved through negotiations are set out in Appendix **1** of the Full-Time Memorandum of Agreement and will be resolved through **mediation/arbitration**. To effect this purpose, the parties agree to the following process to resolve and determine all issues in dispute.
2. The matters that have been agreed to with respect to the Local **79** Homes for the Aged Part-time Unit are set out in Appendix **1** of this memorandum of Agreement.
3. The status quo will remain with respect to the application of the matters set out in Appendix **1** of the Full-Time Memorandum of Agreement provided that this shall not alter any rights, privilege or duty of the City, Local **79** or the employees in connection with these matters. However, in the case of a job posting under any existing collective agreement, all employees of the City represented by Local **79** will be eligible to apply for the posting and their application will be treated on the same basis as applications from employees covered by the collective agreement under which the job is posted. This is without prejudice to any existing grievances or any position the parties may wish to take at arbitration.
4. The parties shall appoint William Kaplan who shall act as a mediator to assist them in reaching agreement and, failing agreement, as the Chair of the Board of Arbitration set out below. The parties agree to share the costs of the **Mediator/Chair**.
5. Both parties will name their nominee to the Board of Arbitration within ten (10) calendar days of this Agreement. The parties will co-operate to ensure that the **mediation/arbitration** will be held as soon as possible.
6. The **Mediator/Chair** will determine the process and procedure for mediation in consultation with the parties and may conduct the mediation portion of the process with the assistance of the nominees to the Board of Arbitration.
7. The powers of the Board of Arbitration shall be as set out in Section **48** of the Ontario Labour Relations Act, except as modified by paragraph **4** of the Memorandum of Agreement dated March **23**, **2000**.
8. A draft decision of the Board of Arbitration will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The parties will

have fourteen (14) calendar days from the date they receive the draft decision, or such longer period of time as they may agree in writing, to meet and agree on all or some of the matters. These meetings may be with the assistance of the mediator/Chair if both parties wish. Failing agreement in that time, the draft decision of the Board of Arbitration on the matters not agreed shall become final and binding on the parties.

9. The Board of Arbitration shall remain seized of any difficulties encountered in implementing its decision and shall also have jurisdiction to decide issues related to the implementation of any of the matters referred to arbitration that are resolved by the agreement of the parties.
10. **Positions** taken in negotiations or mediation by either party or their representatives are without prejudice to any position either party may take at arbitration.
11. This Agreement is subject to ratification by the principals of the respective parties.
12. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Agreement to their respective principals.
13. Unless otherwise specified, the terms and conditions of this Memorandum and the annexed Appendix 1 become effective within twenty-one (21) calendar days following ratification by both parties.
14. The parties hereto agree to the terms of this memorandum as constituting full settlement of all matters in dispute, save and except with respect to grievances or Labour Board matters, and pay equity complaints that have been initiated and are currently outstanding.

Entered into this 19th day of April, 2000 on behalf of:

The Negotiating Committee of the
City of Toronto

The Negotiating Committee of the
Canadian Union of Public
Employees, Local 79

Appendix 1

Appendix 2

THIS AGREEMENT made in quadruplicate this 19th day of April, 2000.

BETWEEN

CITY OF TORONTO,
herein called the "City",

OF THE FIRST PART,

and

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 79 (Homes for
the Aged Part Time Unit),** herein called
"Local 79",

OF THE SECOND PART,

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

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

WHEREAS the City and the Local 79 have agreed to enter into a Collective Agreement effective the 1st day of January 1999 and to remain in force until and including the 31st day of December 2001, and from year to year thereafter as herein provided.

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

Article 1 - DEFINITIONS

101(a)

"Regularly scheduled work" - work regularly scheduled to part-time employees to fill in the gaps

in the work schedule resulting from such factors as the maintenance of **seven-day** coverage as well as vacations and leaves of absence taken by **full-time** employees. In general, this work ~~is~~ available for part-time employees when the work schedule is compiled and is thus included thereon. "Regularly scheduled work" shall include work, which becomes available and can be assigned twenty-four (24) hours prior to the actual implementation of work schedules. All other work shall be defined as "**Call-in**" work.

1.01(b)

"**Call-in work**" - Work for part-time employees that is not known to be available in sufficient time to be scheduled or assigned with more than minimal, if any, advance notice.

1.02

"Service" is synonymous with seniority and shall be defined as all paid hours, including periods of full time temporary employment in the full time bargaining unit.

1.03(a)

"Shift worked on a designated holiday," means a shift where the majority of hours **fall** within the **twenty-four (24)** hour period of the holiday.

1.03(b)

"Designated Holiday" means those days designated by the City as the official days of observance of the following holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday, and Friday), except that for the purpose of this Agreement, the following holidays shall be observed on the actual holiday instead of the designated day: New Year's Day, Canada Day, Christmas Day and Boxing Day.

Article 2 - PURPOSE

2.01

Both parties to this Collective Agreement are desirous of ensuring that optimum resident care is provided and maintained in the Homes for the Aged.

Such care shall be provided and maintained by the Employer through the utilization of the employees of the Employer other than in exceptional short-term circumstances.

To this end, the Employer shall employ a **full-time** work force. The Employer shall also employ a sufficient number of part-time employees, whose sole purpose shall be to supplement the full time work force.

Nothing in the Collective Agreement shall be deemed to prohibit the City from participating in student training programs or the involvement of volunteers providing such participation and involvement would not displace employees.

Article 3 - RECOGNITION

3.01

The City recognizes the Union as the sole bargaining agent for all part-time employees in the Homes for the Aged Division of the Department of Community and Neighbourhood Services in the bargaining unit described in certificate number **2735-82-R** issued by the Ontario Labour Relations' Board and dated May 6, 1983, that is, all employees in its Homes for the Aged Division in the Province of Ontario save and except:

- a. Resident Food Services Supervisor; Housekeeper; Assistant Administrator; Head Nurse; and
- b. persons above the rank of Resident Food Services Supervisor, Housekeeper, Assistant Administrator, Head Nurse; and
- c. persons covered by subsisting Collective Agreements between the City and **CUPE, Local 79** and the Toronto Civic Employees Union, Local 416; and

- d. persons working for fewer than **40** hours per week performing duties which are the same as the duties performed by persons covered by the subsisting Collective Agreement between the City and Toronto Civic Employees Union, Local **416**.

3.02

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

In the event that Local **79** is of the opinion that the position may come within the **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.

Article 4 - MANAGEMENT RIGHTS

4.01

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

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

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

4.02

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

Article 5 - UNION SECURITY

5.01

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**.

5.02

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

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

- iii. Within one (1) week after making of each such deduction, pay the sum so deducted to Local 79.

5.03

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

5.04

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

5.05(a)

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

5.05(b)

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

5.06

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

5.07

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

LETTER OF INTENT

Information Requests

Local **79** and the City shall meet during the term of the Collective Agreement to discuss information requests by Local **79** as they pertain to the Homes for the Aged Part-Time bargaining unit. The City will endeavour to provide where possible the information as requested by Local **79**.

Article 6 - PROBATIONARY PERIOD

6.01

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

Article 7 - NO DISCRIMINATION OR HARASSMENT

7.01

The City and Local **79**, their respective servants and agents agree that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, 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

7.02

In this Article, the term "handicap", as provided in clause 7.01 shall be as defined in the Human Rights Code, R.S.O., 1990 as amended.

7.03

The prohibition within clause 7.01, with respect to handicap shall not apply where the requirement, qualification or consideration is a reasonable and bona fide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of their duties of a position by reason of handicap.

Article 8 - SEXUAL HARASSMENT

8.01

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

Article 9 - WAGES AND SALARIES

MEMORANDUM ITEM ONLY

1. Within **120** calendar days of the ratification of this Agreement by the parties, and prior to the implementation of the increase specified in **(2)** below, each employee in the Union who was employed by the City during **1999** and who did not receive a negotiated wage increase in **1998** will **receive** a lump sum payment equal to **1%** of his/her gross **1999** earnings (as represented by the employees **T4** gross earnings) up to a maximum of four hundred dollars (**\$400.00**), less statutory deductions required by law.

2. Effective January **1, 1999** increase **all** rates for all classifications payable on December **31, 1998** by **2%**. Within **120** calendar days of ratification of this Agreement by the parties, each employee who was employed in **1999** shall receive retroactive pay on **1999** earnings less statutory deductions required by law. Such payment maybe forwarded by registered mail, to the last address on record or may be paid concurrently with regular wages.

3. Effective January **1, 2000** increase all rates for all classifications payable on December **31, 1999** by **2.17%**. Within **120** calendar days of ratification of this Agreement by the parties, each employee who was employed in **2000** shall receive retroactive pay on **2000** earnings less statutory deductions required by law. Such payment maybe forwarded by registered mail, to the last address on record or may be paid concurrently with regular wages.

4. Effective January 1, 2001
increase all rates for all
classifications payable on
December 31, 2000 by 3.2%.

9.01(a)

Effective January 1, 1999, 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 are to be used **only** for the purpose of annual estimates and/or information by the Department and the Homes for the Aged Division.

9.01(b)

Effective January 1, 2000, 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 2 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 are to be used **only** for the purpose of annual estimates and/or information by the Department and the Homes for the Aged Division.

9.01(c)

Effective January 1, 2001, 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 3 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 are to be used **only** for the purpose of annual estimates and/or information by the Department and the Homes for the Aged Division.

Increments

9.02

Employees shall progress through the increment levels as set out in the wage schedules unless the Department Head withholds an increment, in which case, the employee shall be advised in writing of the reasons therefor.

9.03

Increments shall be effective at the beginning of the pay period following the completion of each one thousand, nine hundred and sixty (1,960) paid hours, except in the case of the first incremental increase which shall require the completion of two thousand and eighty (2,080) paid hours.

9.04

Increments as set out in the wage schedule for the following classifications shall be automatic and shall be effective at the beginning of the pay period following the completion of one thousand and forty (1,040) paid hours:

- Personal Care Aide
- Adjuvant

9.05

An employee's anniversary date for an increment shall not be adjusted as a result of any pregnancy or parental leave taken pursuant to clauses 21.06(a) or 21.06(b).

Alternate Rates

9.06

Subject to clause 9.07, 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 thirty cents (30¢) per hour, whichever is the greater.

9.07

Subject to clauses 9.02, 9.03 and 9.06 where an employee is assigned to perform the regular duties of a higher-rated position and actually works sufficient time in such higher-rated position to qualify for an increment or an automatic adjustment within the eighteen (18) month period following the initial assignment to such position, he/she shall be granted such increment effective the beginning of the pay period nearest the date on which he/she qualifies for the increment.

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

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

9.08

All employees shall, as a condition of employment, participate in the City's direct deposit program.

Employees shall, continue to receive their pay in accordance with their present pay cycle until the implementation of a uniform **bi-weekly** pay cycle. Effective on or about March 1, 2001 all employees in Local 79 shall be paid on a uniform **bi-weekly** basis. The parties agree to meet within sixty (60) days of ratification to address issues, which may arise with respect to the harmonization of the pay periods.

LETTER OF INTENT

Shortage In-Pay

In the event that an employee's pay has a shortage of four (4) 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.

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.

LETTER OF INTENT

Rate and Job Classification Harmonization Process

The parties agree that the harmonization of wages and restructuring of job classifications must be completed as soon as reasonably possible. To effect this purpose, the parties agree

to the following process to resolve and determine the issues in dispute.

1. The City and Local **79** will establish a Harmonization Committee within thirty (30) days following ratification of up to twenty (20) members, ten (10) appointed by each party and shall meet forthwith following the appointment of the Committee members. Local **79** members will receive their regular rate of pay for time spent in carrying out the Committee's responsibilities during their regular working hours.
2. Among the Committee's responsibilities shall be the following:
 - a. the creation of new or merged job classifications from the existing classifications where, in the opinion of the Committee, it is appropriate or necessary to do so, and
 - b. the development and implementation of a process for determining the rates of pay for any new or merged job classifications.
3. The Committee may identify, by way of survey or otherwise, the core duties and responsibilities of, and all the relevant information in connection with job classifications and shall be provided with such information as is reasonably necessary to accomplish its purpose.
4. Any resolved matters will be agreed upon in writing signed by the designated representatives of Local **79** and the City. Positions taken at the Committee by either party or their representatives are without prejudice to any position either party may take at Arbitration.
5. The parties shall agree on the appointment of a mediator to assist them in reaching agreement and, failing agreement, as the chair of the Board of Arbitration set out below. The parties agree to share the costs of the mediator/arbitrator.
6. The mediator will determine the process and procedure for mediation in consultation with the parties.
7. If the parties have not reached an agreement on all of the wage rates and job classifications by December **31, 2000**, or such later date as may be agreed upon in writing, either Local **79** or the City may refer the outstanding rates and classifications, including all matters relating to implementation dates (retroactivity) to a Board of Arbitration for a final and binding determination. The Board will be composed of one person nominated by each of the parties with the mediator as the Chair.

8. Both parties will name their nominees to the Board of Arbitration within ten (10) calendar days of the referral, or such later date as the parties may agree in writing. The parties will co-operate to ensure that the hearing(s) will be held as soon as possible. To this end, the parties will ask the mediator/arbitrator immediately upon appointment to schedule at least twenty (20) days for hearings over the months of January, February and March 2001.
9. The powers of the Board of Arbitration and all other matters in relation to the arbitration shall be as set out in Section 48 of the Ontario Labour Relations Act, except as modified by paragraph 4 of the Memorandum of Agreement dated March 23, 2000.
10. A draft decision of the Board of Arbitration on all outstanding wage rates and job classifications, including implementation dates (retroactivity) will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The parties will have fourteen (14) days from the date they receive the draft decision, or such longer period of time as they may agree in writing, to meet and agree on all such rates and classifications. These meetings may be with the assistance of the mediator/arbitrator if both parties wish. Failing agreement in that time, the draft decision of the Board of Arbitration shall become final and binding on all parties.

PRINCIPLES FOR HARMONIZATION

1. All available information, including financial information, necessary for the Harmonization Committee to carry out its responsibilities will be provided by the City in full and on a timely basis. The mediator/arbitrator will have the jurisdiction to order the production of any such information.
2. The effective date for implementation, including retroactivity, if any, of any matter referred to arbitration is to be determined by the Board of Arbitration. However, where as a result of the harmonization process an employee's current wage rate is greater than the classification rate established for the employee, the employee shall continue to receive all negotiated wage increases and increment increases otherwise provided for under this Agreement. In addition, and for the sake of greater clarity, no employee shall suffer any reduction in the employee's current wage rate until the expiry of this Agreement and any extension of the terms and conditions of this Agreement by law. For the purpose of the renegotiation of this Agreement, it is understood that the wage rates shall be as determined by the Harmonization process.
3. It is agreed that as of the date of execution of this Agreement that the parties have not been able to identify and agree upon the methods to be used by the Harmonization Committee in carrying out its responsibilities as described in the Letter of Intent. Accordingly, if the

Committee is unable to agree upon the methods, either party may advance before the Board of Arbitration whatever methods it considers appropriate.

4. The parties acknowledge that there are a number of outstanding wage rate issues currently pending under existing job evaluation programs/pay equity programs provided for either separately or under Collective Agreements which form part of the composite Collective Agreement. Accordingly, the parties agree that these issues shall continue to be processed and, if necessary, arbitrated under the terms of the appropriate Collective Agreement. For this purpose, the relevant Collective Agreements/ Pay Equity Plans will be considered continued until the outstanding issues have been concluded.

Article 10 - PREMIUM PAY PROVISIONS

10.01

Each employee shall be paid at the rate of time and one-half for time worked in excess of eight (8) hours per day or eighty (80) hours in a biweekly pay period.

10.02

Each employee who 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 sixty-three cents (.63¢) per hour, provided that no such bonus shall be paid where premium pay is paid.

10.03

Where an employee demonstrates current and substantial availability reasonably throughout the calendar year for work on shifts where the majority of hours fall on a Saturday and/or Sunday and such employee actually works a minimum of three hundred and eighty-four (384) hours on such shifts, he/she will receive a lump sum payment of two hundred and forty one dollars and ninety-two cents (\$241.92) in addition to any other shift bonus he/she may have received. Said lump sum amount shall be paid on or about December 31st of each year.

10.04

Whenever a part-time employee is scheduled or is

called in, reports for work and is advised that no work is available, he/she shall be paid three (3) hours pay or for the at his/her regular rate.

10.05

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

Article III - LUNCH AND REST PERIODS

11.01

Each part-time employee who works a shift of more than four (4) hours duration shall be afforded a meal break of not more than one (1) hour between the third and fifth hour of the shift except in the case of an emergency when such lunch period shall be at the discretion of the immediate supervisor of such employees. It shall be understood and agreed that the City shall be the sole judge of what constitutes an emergency. Where possible, employees should be permitted to leave their work location during such period.

11.02

Each part-time employee shall be afforded rest periods of fifteen (15) minutes during each morning and afternoon at such times and places as may be decided by the Head of the Department, and the rest periods for those employees on shift work shall be during the first four (4) hour and the second four (4) hour periods respectively.

11.03

When an employee's shift is being changed, a minimum of twelve (12) hours shall be scheduled off as a rest period between the end of the "old" regularly scheduled shift and the commencement of the "new" regularly scheduled shift. If an employee's "new" regularly scheduled shift commences during such rest period, he/she shall be paid at the overtime rate for all hours worked on the first shift. It is understood and agreed that this provision shall have no application to call-in work.

Article 12 - DESIGNATED HOLIDAYS

12.01

An employee who is not required to work on a designated holiday shall be entitled to payment for the holiday provided,

- i. he/she works at least eight (8) shifts during the two pay periods immediately preceding the holiday, and
- ii. in the event that he/she is scheduled to work in the week before and/or the week after the holiday, he/she does in fact report for work as scheduled on his/her last day before the holiday and his/her first scheduled day after the holiday, unless he/she is absent due to illness, injury or on approved leave. This provision does not apply to call-in work.

12.02

Holiday pay for employees who work shifts of less than eight (8) hours shall be the average of the paid straight-time hours for all shifts worked in the two (2) pay periods preceding the holiday.

12.03

- a. Where such employee works on a designated holiday, he/she shall in addition to the holiday pay outlined above, be paid at the rate of time and one half (1 ½) for all hours worked.
- b. Where an employee has agreed to or is scheduled to work on a designated holiday and fails to do so for reasons other than illness, such employee shall forfeit the pay for that designated holiday

12.04

An appropriate recognition of Remembrance Day will occur in the Workplace.

LETTER OF INTENT

Floating Holiday

Where an employee is assigned to work eighty (80) hours per pay period, and actually works such hours or is in receipt of sick pay or is on paid leave for a minimum of eight (8) consecutive pay periods, he/she shall be granted two (2) floating holidays within the same calendar year.

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

Article 13 - VACATION PAY

13.01

As part of their bi-weekly pay, employees shall receive vacation pay as follows:

- a. Employees who have not yet completed two thousand and eighty (2,080) paid hours shall receive vacation pay of four percent (4%) of their earnings;
- b. At the beginning of the pay period following completion of two thousand and eighty (2,080) paid hours, their vacation pay shall be increased to six percent (6%) of their earnings. In addition the employee shall receive a retroactive payment of two percent (2%) of his/her earnings in the previous twenty-four (24) calendar month period.
- c. At the beginning of the pay period following completion of seventeen thousand, seven hundred and sixty (17,760) paid hours, their vacation pay shall be increased to eight percent (8%) of their earnings.
- d. At the beginning of the pay period following completion of thirty three thousand, three hundred and twenty (33,320) paid hours, their vacation pay shall be increased to ten percent (10%) of their earnings.

LETTER OF INTENT

Vacation Banking

The City agrees to continue the present method of enabling

part-time employees who have accumulated two thousand and eighty (2,080) paid hours to elect an option to bank their vacation savings pay (**VSP**).

In addition, the parties agree to jointly discuss the possibility of increased flexibility with respect to the payment of **VSP**, which has been banked in accordance with the above noted letter of intent.

Article 14 - SICK PAY

14.01(a)

Each employee shall receive a sick pay credit of twelve (12) hours for each one hundred and sixty (160) paid hours, such credits to be cumulative as from the beginning of the pay period ending in the first month after the commencement of employment.

14.01(b)

Such credits shall be available for use after the employee has completed their probationary period in accordance with clause **6.01**.

14.01(c)

Except where an award is made under the Workplace Safety and Insurance Act, **1997**, any employee, upon being qualified for sick pay, shall be eligible to receive sick pay, upon the **authorization** of the Department Head, at full wage rate for any time lost by reason of illness or injury, other than for time lost because the employee was unable to respond to a call-in, to the full extent of the sick pay credits available to his/her at the time of each absence, provided that the sick pay may not be authorized if the Department Head has reasonable grounds to believe that the absence was not due to illness or injury.

14.01(d)

The number of hours for which an eligible employee receives sick pay shall be deducted from his/her cumulative sick pay credit but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work.

14.01(e)

When a regularly scheduled employee is admitted to hospital as an in-patient as the result of illness or injury, he/she shall be entitled to claim sick pay on the basis of the number of hours he/she is normally scheduled to work per pay period, based on the average of the preceding eight (8) pay periods, for the duration of his/her absence due to illness or injury. Such claim for sick pay cannot exceed the sick pay credits available to his/her at the time of any absence.

Article 15 - HEALTH AND GROUP LIFE PLANS

15.01(a)

The following plans, as described in the full-time agreement, shall be available to part-time employees who have completed one thousand and forty (1,040) paid hours, with the City paying a pro-rata portion of the premiums for those benefits which they choose:

- i. Extended Health Care Benefits
- ii. Dental Benefits
- iii. Group Life Insurance in the amount of five thousand dollars (\$5,000)
- iv. The employer shall provide, as an option, available to those employees who request it in writing, Group Life Insurance in an amount of fifteen thousand dollars (\$15,000); provided that for the employees who elect to take up such option, such Group Life Insurance shall be deemed to include the five thousand dollars (\$5,000) coverage under 15.01(a) (iii) hereof, and for each premium period the cost of the premium shall be on a pro-rated basis as outlined in clause 15.01(c).

15.01(b)

The City will, through an insurer authorized to carry on business in the Province of Ontario, arrange a long term disability plan for employees, to provide a

long term disability benefit of **seventy-five** percent (75%) of the employee's regular paid earnings (exclusive of overtime, shift bonus and other bonuses) during the **twenty-six** (26) consecutive pay periods preceding the onset of disability insurance to a maximum of four thousand seven hundred and fifty dollars (\$4,750) per month. Said amount is inclusive of any benefits paid under any pension plan, insurance plan, Workplace Safety and Insurance Benefits or other plan to which the City makes any contributions. Such long term disability benefit is to be payable after six (6) continuous months absence from work on account of illness or injury; Provided that no employee shall be eligible for long term disability payments so as long as he/she is in receipt of sick pay benefits from the City.

15.01(c)

Where such employees elect to participate and authorize a payroll deduction for their share of the premiums, the City shall, subject to clauses **30.03**, **21.06(d)** and **21.09(b)** pay a pro-rata portion of the premiums for those benefits they choose on the following basis for employees in forty (40) hour per week **job** classifications:

- i. **0-127** hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums;

128-191 hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums;

192-255 hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums;

256-383 hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums;

384-511 hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums;

512 or more hours worked during the preceding eight (8) pay periods, one hundred percent (100%) of the premiums.

Where such employees elect to participate and authorize a payroll deduction for their share of the premiums, the City shall, subject to clauses **30.03**, **21.06(d)** and **21.09(b)**, pay a pro-rata portion of the premiums for those benefits they choose on the following basis for employees in thirty-five (**35**) hour per week job classifications:

- ii. **0-111** hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums;

112-167 hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums;

168-223 hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums;

224-335 hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums;

336-447 hours worked during the preceding eight (8) pay periods, seventy-five percent (**75%**) of the premiums;

448 or more hours worked during the preceding eight (8) pay periods, one hundred percent (100%) of the premiums.

15.01(d)

For purposes of Article 15 only "hours worked" shall include time off while an employee is in receipt of sick pay in accordance with Article 14 or while in receipt of a Workplace Safety and Insurance Benefits in accordance with Article **30**.

15.01(e)

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

15.01(9)

Prior to the beginning of each open period, each

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

15.01(g)

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

15.01(h)

The open period for a new employee shall be for the two (2) weeks following the pay period in which the employee completes his/her probationary period, and coverage shall commence on the first day of the month following enrolment.

15.01(i)

Employees who decline coverage shall not be eligible to participate until the next "open" period.

15.01(j)

Employees who wish to terminate their participation in any or all of the plans must do so in writing, giving at least thirty (30) days notice.

15.02

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

Benefits Monitoring Committee

15.03

A Benefits Monitoring Committee shall be established consisting of up to four (4) representatives from each of Local 79 and the City. This Committee shall be jointly chaired by the Director, Pension, Payroll and Employee Benefits, and the President of Local 79, or their designates. The objective of the Committee will be to address issues of concern arising out of the administration of the benefit plan including the review of any special circumstances where employees incur extraordinary expenses within the parameters of the plan and to review the plan and, if the parties both agree, to make joint recommendations

regarding the plan so as to ensure that it meets the needs of the Local **79** and the City The Committee shall meet at the request of either party. .

Benefit Plan Book

15.04

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

MEMORANDUM OF AGREEMENT ONLY

OPTIONAL GROUP LIFE INSURANCE

Once a benefits carrier has been selected the City will, in consultation with Local **79**, develop and offer to employees optional group life insurance coverage which shall be in addition to the group life insurance provided in clause **15.01** and in the Letter of Intent with respect to the grandparenting of certain group life provisions. Such coverage will include provision for optional dependent life insurance. Participation in the optional group life insurance plan shall be on a voluntary basis. The cost of such insurance shall be the responsibility of the employee. Consideration will be given to the option of continuing coverage after retirement, at the employee's expense. These discussions will include Homes for the Aged Part-time Unit.



Article 16 - SENIORITY

16.01(a)

For the purposes of determining a seniority date, an employee's aggregate paid hours will be converted by using the following formula: one thousand, nine hundred and sixty (**1,960**) paid hours equals one (1) year except that in an employee's first year of employment with the City, two thousand and eighty (**2,080**) paid hours equals one (1) year.

16.01(b)

An employee's seniority shall be calculated from **his/her** initial date of hire or January **1, 1982**, whichever is later, provided **he/she** is not absent from work for any period exceeding twelve (**12**) continuous months for reasons other than illness, injury, layoff or an approved leave of absence. If **he/she** has been so absent, **his/her** seniority shall accumulate from **his/her** last date of hire.

Loss of Seniority

16.02

An employee shall lose all seniority if:

- i. **he/she** voluntarily terminates **his/her** employment;
- ii. **he/she** is discharged for reasonable cause;
- iii. **he/she** fails to report for scheduled work within ten (**10**) working days from the date **he/she** is recalled to work under the provisions of clause **16.03**;
- iv. **he/she** is not recalled to work within twenty-four (**24**) months of the date of **his/her** removal from work pursuant to the staff reduction article;
- v. **he/she** does not work for any period exceeding twelve (**12**) continuous months for reasons other than illness, injury, layoff or approved leave of absence; or
- vi. on six (6) or more occasions in the calendar year **he/she**, without reasonable cause, fails

to report for work when called in, after having agreed to so report; or

- vii. he/she is absent on an unauthorized leave from the City in excess of seven scheduled shifts from the commencement of absence or he/she is absent without notice to the City in excess of seven (7) scheduled shifts from the commencement of the absence, without a satisfactory reason.

Lay-off and Recall

16.03

In the event of a staff reduction, employees will be laid off in the reverse order of their seniority within the position classification within the bargaining unit, and if and when work becomes available within **twenty-four (24)** calendar months from the date of layoff, and provided they possess the necessary qualifications, such persons shall be recalled to work in order of their seniority within the position classification.

16.04

It is the responsibility of every laid off employee to notify the City promptly of any change in address.

Seniority Lists

16.05

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

Article 17 - PROMOTIONS AND APPOINTMENTS

17.01

Part-time employees shall be eligible to respond to all Job Calls as outlined in Article 15 (Promotions and Appointments) of the full time Collective Agreement between Local 79 and the City.

17.02(i)

When a temporary assignment is determined to be available, the temporary assignment shall be posted in the Home involved, and applicants who are regularly scheduled part-time employees working in the same position classification in the Home in which the opening occurs, shall be given first consideration for the temporary assignment on the basis of seniority and suitability for the temporary assignment.

17.02(ii)

In the event that the temporary assignment is not filled by an employee working within the Home in which the opening occurs, the temporary assignment shall be posted in all Homes, and next consideration shall be given to applicants who are regularly scheduled part-time employees working in the same position classification in the bargaining unit on the basis of seniority and suitability for the temporary assignment.

17.03(i)

Other than where a permanent entry level position is filled by a full-time employee, first consideration on the basis of seniority and suitability shall be given to the most senior, regularly scheduled part-time employee within the classification, in the Home involved, except where a more senior part-time employee has requested a transfer to the Home in which the opening occurs.

Note: **17.03(i)** is included in the referral of Promotions and Appointments to arbitration as set forth in Appendix 1 of the full-time Memorandum of Agreement dated April 19, 2000.

17.03(ii)

If the above procedure does not result in the vacancy's being filled, then the Employer shall post notice of the opening in all Homes and applicants will be considered on the basis of their ability, seniority and suitability for the position.

17.04

When a temporary or permanent full-time position is filled, the name and seniority of the successful applicant shall be posted in the home concerned.

17.05

For the purposes of calculating seniority for appointments, seniority shall be calculated pursuant to the same formula as set out in clause **16.01** - one thousand, nine hundred and sixty (1,960) paid hours equals one (1) year except that in an employee's first year of employment with the employer, two thousand and eighty (2,080) paid hours equals one (1) year.

17.06

A City employee covered by the part-time Homes for the Aged Collective Agreement, who is appointed or promoted to a permanent position covered by the full-time Collective Agreement, shall carry with **him/her** such accrued seniority and service as was calculated, defined and prescribed in Article 17.05.

Article 18 - SCHEDULING

18.01

The City shall make reasonable efforts to post the work schedules for regularly scheduled **work** at least **two** (2) weeks in advance.

18.02

The City will make reasonable efforts to provide employees with at least **forty-eight** (48) hours' notice of a change in their regularly scheduled **work**.

18.03(a)

Once the City has made up its part-time **work** schedule for any identified work unit within a Home, the regular shift schedules so established shall, among the employees who are assigned to the respective units and who demonstrate current and substantial availability, be distributed by seniority within classifications, unless reasonably, it could be shown that such distribution is not practical. Where it is determined eight (8) hour shifts are available, senior employees shall be given preference in the assignment of available eight (8) hour shifts. This clause is not applicable to call-in

work.

18.03(b)

- i. Where practicable and subject to available work, **employees** in the top (first) **twenty-five** percent (25%) of the seniority list for the classification on each unit shall be allocated at least eight (8) eight (8) hour shifts per pay period in order of seniority.
- ii. Where **practicable** and subject to available work, employees in the second **twenty-five** percent (25%) of the seniority list for the classification on each unit shall be allocated at least six (6) eight (8) hour shifts per pay period in order of seniority.

18.03(c)

The City shall have regard for seniority when selecting employees for specific work units.

18.04

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

Temporary Full-Time Assignments

18.05(a)

Notwithstanding the provisions of clause **1.01(a)** where it ~~is~~ known that a full-time employee will be absent for a period of five (5) full time shifts or more in the period covered by the currently posted schedule, the resulting work will be offered as a block in order of seniority to the employees in the classification on the unit, until the end of the scheduled period.

- i. Should it become known that such absent employee will be returning within the first 5 shifts of the next posted schedule, the assignment of the block may be extended to cover the aforementioned five (5) full time shifts.
- ii. If the absent employee does not return within the first five (5) full time shifts, any available shifts beyond the first five (5) are to be filled as a "temporary assignment"

- iii. If during the first five (5) full-time shifts of the next posted schedule the employee who was to return, subsequently is unable to do so the employer will extend the block beyond the first five (5) full-time shifts until the temporary vacancy is filled as a "temporary assignment".

18.05(b)

It is understood and agreed that "temporary assignments" shall be filled in accordance with clause 17.02.

18.05(c)

Notwithstanding the above, employees who are assigned to a temporary assignment shall be assigned their scheduled days off in accordance with existing policies for full-time employees.

Letter Of Intent

Unit Size and Call-In Work

The parties agree to meet during the term of the Collective Agreement to discuss the "unit" size and structure" for scheduling purposes while recognizing and addressing the needs of the community.

Included in these discussions will be the need to provide employees with as much advance notice as possible of call-in work in order to maximize hours of work for senior employees. These discussions will include the feasibility of allocating call-in work by seniority.

Article 19 - STEWARDS

19.01

Local 79 will supply the City with a list of all its Stewards and Officers as soon as they are elected/appointed. Thereafter, Local 79 will notify the City of any change in such list. In the event that a Steward or Officer is permanently transferred by the City from the work area he/she would normally represent, the City will notify Local 79 as soon as practicable.

19.02

It is understood and agreed that Stewards under the Full-time Agreement, Unit B Part-time Agreement and the Recreational Workers Agreement are interchangeable with Stewards under this agreement.

Article 20 - GRIEVANCE PROCEDURE

20.01

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

20.02

Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.

20.03

For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday, inclusive, but exclusive of designated holidays.

20.04

A committee of not more than three **(3)** officers of Local **79** shall be designated by the President of Local **79** and shall be designated by the President of the Union and shall constitute a committee hereinafter called the Local **79** Grievance Committee, to deal with a grievance in accordance with this Article.

20.05

The City acknowledges the right of Local **79** to appoint or otherwise select shop stewards and officers and, in this regard, Local **79** acknowledges and agrees that Stewards and Officers of Local **79** have regular duties to perform as employees of the City and that such employees will not leave their regular duties to assist employees in respect of matters arising under this Article without obtaining the permission of their Department 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**.

20.06

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, such difference or allegation, being hereinafter referred to as "The Dispute" in Step One and thereafter "the Grievance", the following grievance procedure shall apply:

(i) Step One - Dispute Resolution

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

(ii) Step Two

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

(iii) Step Three

In the event that the Department 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 Department 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 grievor will attend the Step Three meeting upon the request of Local 79 in the case of a discharge or suspension of five (5) working days or more, provided that such request must be made at least five (5) working days prior to the date of the Step Three meeting.

Mediation

20.07

Once Local 79 has processed a grievance to arbitration, both parties may within forty (40) working days agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend

the mediation meeting at the request of the Union. Time spent in attendance at mediation during an employee's regular working hours shall be without loss of pay. The parties will jointly, in equal shares, bear the expenses of the Mediator. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice. In the event that no mutually agreeable resolution is reached, the grievance will proceed to arbitration.

Arbitration

20.08

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

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

20.09

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

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

20.10

In the event that the parties do not agree to have the grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall notify the other party in writing within ten (10) working days of receipt of the letter referring the grievance to arbitration. The notice shall include the name of its nominee to an Arbitration Board. The party so notified shall, within ten (10) working days after the receipt of the letter, notify the other party of the

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

20.11

The decision of the Department Head or the Director of Employee and Labour Relations, or Local 79 in the case of a management grievance pursuant to clause 20.18, 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.

20.12

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

20.13

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

20.14

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

Policy Grievances

20.15

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

20.16

Where a Group Grievance involves a group of employees in the Homes for the Aged 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.

Suspension or Discharge Grievances

20.17

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

Promotions and Appointments

20.18

Any grievance of an employee with respect to Article 17 (Promotions and Appointments) shall be initiated at Step Two within twenty (20) working days of the circumstances giving rise to the grievance. In the event the grievance is with respect to not being not selected for a position, if such position is not within the Homes for the Aged Division, the grievance shall be directed by Local 79 to the Head of the Department in which the vacancy occurred.

Sexual Harassment

20.19

Where an allegation is made by employee that Article 8 (Sexual Harassment) has been violated, a grievance shall be initiated at Step Two within forty (40) working days after such violation is alleged to have occurred.

Management Grievances

20.20

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

20.21

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 Two on 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

20.22

Whenever an employee is requested to **report** for a disciplinary discussion with a Supervisor, prior to any disciplinary action being taken, such employee shall have the right of having either a Shop Steward or Local **79** Representative present at such meeting, if neither are available, **he/she** shall have the 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.

20.23

The City shall forward a copy of any letter of discharge to the Recording Secretary of Local **79**.

20.24

Where an employee has not received a disciplinary notation for a period of two (2) years actually worked, any disciplinary notation(s) recorded on the employee's service record shall be null and void insofar as it pertains to the record of such employee. If the employee requests the removal of a disciplinary notation(s) after such two (2) year period the disciplinary notation(s) will be removed from the employee's file.

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.
[Agreed March 24, 2000]

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 21 - LEAVE OF ABSENCE

Bereavement Leave

21.01(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, son, daughter, brother, sister, same sex partner, husband or wife of such employee, shall be compensated for regularly scheduled hours missed by his/her (by reason of such absence) at his/her regular rate of pay for five (5) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral. Should the employee be unable to attend such funeral or memorial service because of the distance to be travelled, such employee shall be granted a day off with pay for the purpose of mourning the death.

21.01(b)

An employee who is absent from work solely due to the death and/or funeral of son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild of such employee, shall be compensated for regularly scheduled hours missed by his/her (by reason of such absence) at his/her regular rate of pay for three (3) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral. Should the employee be unable to attend such funeral or memorial service because of the distance to be travelled, such employee shall be granted a day off with pay for the purpose of mourning the death.

21.01(c)

An employee may be granted leave of absence with pay at the discretion of the Department Head where such leave is requested solely due to the death and/or funeral of persons other than those specified in clauses 21.01(a) and (b).

Jury Duty or Witness Service

21.02

Each employee who is called to serve as a juror or is subpoenaed as a witness in a legal proceeding;

- a. shall be granted leave of absence for such purpose, provided that upon completion of her jury or witness service such employee shall present to his/her Department Head a

satisfactory certificate showing the period of such service;

- ii. shall be paid his/her regular hourly rate for scheduled hours missed during the period of such jury or witness service; provided that he/she shall pay to the Treasurer and Chief Financial Officer of the City the full amount of compensation received for such service and obtain an official receipt therefor, it being understood that the full amount does not include monies received on days other than his/her scheduled work days with the City, or any monies received for meal allowance or travelling allowances; and
- iii. shall, upon being released from jury or witness service in the forenoon of any day, immediately telephone his/her Department for instructions respecting his/her return to work and shall, upon receiving such instructions, comply with same.

Pregnancy and Parental Leave

21.03(a)

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

21.03(b)

Pregnancy and/or parental leave for an employee who does not qualify under Part XI of the Employment Standards Act, R.S.O., 1990, shall be granted upon the employee's request, and administered in accordance with the Act.

21.03(c)

Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 21.03(a), or is granted in accordance with clause 21.03(b), shall be at the discretion of the Department Head concerned, and shall not involve any expense to the City, but shall result in no loss of seniority.

21.03(d)

The City shall provide the coverage and pay its share of the premiums for the benefits set out in clause 15 (Health and Group Life Plans) for any

benefits the employee so chooses, and shall pay its share of the pension contributions, for any pregnancy and/or parental leave taken pursuant to clauses 21.03(a) or 21.03(b), unless the employee elects in writing that they do not wish benefit coverage.

21.03(e)

Pregnancy and/or parental leave in accordance with clauses 21.03(a) or 21.03(b) shall not involve any expense to the City, except as provided in clauses 9.06, 21.03(d), 21.04, 21.05 and 21.06.

21.04(a)

An employee who is eligible for pregnancy leave under clause 21.03(a) or an employee who requests and is granted pregnancy leave under clause 21.03(b), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:

- i. For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City,
- ii. For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between ~~seventy-five~~ seventy-five percent (75%) of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of her pregnancy leave, and the sum of her weekly Employment Insurance benefits and any other earnings.

21.04(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.

21.04(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.

21.05(a)

An employee who is eligible for parental leave under clause 21.03(a) or who requests and ~~is~~ granted parental leave under clause 21.03(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C., 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:

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

21.05(b)

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

21.05(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.

21.06(a)

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

- i. By forty (40) hours to a maximum of seven

hundred and twenty (720) hours; or

- ii. By the average hours worked per pay period in the eighteen (18) pay periods preceding the leave of absence to a maximum of eighteen (18) pay periods, whichever is greater. The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list, which is posted in accordance with clause 16.04 following the employee's return to work.

21.06(b)

When a regularly scheduled employee returns from pregnancy and/or parental leave and resumes his/her regular part-time employment, he/she shall receive a payment of thirty dollars (\$30) for each pay period of absence to a maximum of five hundred and forty dollars (\$540). This payment is in lieu of vacation savings pay and is to be paid within two (2) weeks of his/her return to work.

21.06(c)

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.

21.06(d)

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.

21.07

An employee who is granted an extension of parental leave in accordance with clause 21.03(c) shall be responsible for paying in advance by post-dated cheque(s) the full premiums for the insurance coverage referred to in Article 15 (Health and Group Life Plans), for any benefits the employee so chooses, for any period of such extension. Such employee shall be advised of the cost of the applicable benefits if the employee wishes to continue such benefit coverage. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

Citizenship Leave

21.08

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

Personal Leave

21.09

Subject to the approval of the Department Head an employee may request and be granted leave of absence, without pay, of up to four (4) consecutive working days for personal reasons. Where approved, such absence shall not constitute a break in service so as to affect any benefits to which the employee is entitled other than pay. A request for such leave shall not be unreasonably denied.

Ill Dependant

21.10

Subject to clause **14.01(b)** and **14.01(c)**, an employee may utilize not more than forty-eight (48) hours per calendar year in order to care for **ill** dependants. Such absence shall be deducted from the employee's bank of accumulated sick credits.

Leave of Absence for Full-time Union Office

21.11(a)

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

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

21.11(b)

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

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

Leave of Absence to Attend Labour Conventions/Conferences

21.12(a)

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

21. 12(b)

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

Leave of Absence to Attend to the Business of Local 79

21.13(a)

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

21.13(b)

Whenever an employee is on leave of absence on Union business, the City shall pay the employee's

wages and benefits, for all time lost from his/her regular schedule, invoice Local 79 and Local 79 shall, forthwith, remit full reimbursement to the City. This provision does not apply to employees who are elected or appointed to full-time Union positions.

Local 79 Negotiating Committee

21.14

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

LETTER OF INTENT

Participation in Elections

Leave of absence for participation in elections shall be in accordance with City Policy and may be amended from time to time.

Article 22 - PROTECTIVE CLOTHING

22.01(a)

Safety equipment and safety attire shall be supplied to all employees who are required to perform duties where hazards exist. Where the City provides safety equipment, safety clothing or working attire, such safety equipment, safety clothing or working attire must be worn by the employee, provided however, that it is recognized that there may be occasions during an employee's working hours when the wearing of such equipment, clothing or attire is unnecessary to the employee's safety or well-being.

22.01(b)

Part-time employees in nursing classifications who are not supplied with a uniform shall receive a prorated payment based on a **sixty-five** dollar (\$65) uniform allowance for aggregate paid hours with the City in each six (6) month period. Payments shall be made on or about June 1st and **December 1st** of each year.

Protective Clothing, Equipment and Wearing Apparel Committee

22.02

The City and Local **79** agree to establish a **special** Protective Clothing, Equipment and Wearing Apparel Committee within thirty (**30**) calendar days of the ratification of the Collective Agreement for the purpose of jointly **developing** a new protective clothing, wearing apparel and required equipment **policy**. The Committee shall consist of six (6) members, three appointed by each party. Local **79** members of the Committee will receive their regular rate of pay for time spent in Committee meetings during their regular working hours.

22.03

The Committee shall have the **following** responsibilities:

- a. identification of all protective clothing, wearing apparel and required equipment policies applying to employees prior to and following amalgamation;
- b. the development of guidelines for a new protective clothing and wearing **apparel** policy for recommendation to the City within ninety (90) calendar days of the first meeting of the Committee.

22.04

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

22.05

The current policies and Collective Agreement provisions with respect to protective clothing, wearing apparel and required equipment will

continue to apply until the new City policy is implemented.

Article 23 - HEALTH AND SAFETY

23.01

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

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

23.02

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

23.03

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

23.04

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

23.05

Leave of absence, with pay, shall be granted to one **(1)** full-time Local **79** Health and Safety Representative whose responsibilities will include the co-ordination of the Health and Safety Committee, hazard analysis and the training of members. The cost of such leave shall be borne by the Employer.

LETTER OF INTENT

Health and Safety

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

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

Article 24 - LEGAL EXPENSES

24.01

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

- a. The employee shall, in the first instance, be responsible for **his/her** own defence including the retaining of legal counsel or a paralegal.

- b. If the employee is acquitted and his/her legal costs do not exceed **twenty-five thousand dollars (\$25,000)**, the Treasurer 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.
- c. 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 City Council for their consideration.

(Note: 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)**.

24.02

Where an action or other proceeding is brought against an employee or the City, which in the opinion of City Council arises out of acts or omissions done or made by such employees in his/her capacity as an employee of the City the City may pay any damages or costs awarded against such employee or legal expenses incurred by his/her as may be determined by City Council of the City as provided for by paragraph **50** of section **207** of The Municipal Act, R.S.O. 1990, as amended.

24.03

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

24.04

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

24.05

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

Article 25 - NO STRIKE OR LOCKOUT

25.01

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, R.S.O. 1995, as amended.

Article 26 - PLURAL

26.01

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 27 - ACQUAINTING NEW EMPLOYEES

27.01(a)

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

27.01(b)

The steward or a Local **79** Representative, as the case may be, shall be allowed **(15)** minutes to meet with the new employee at a time mutually acceptable to the steward or Local **79** Representative, as the case may be and the employee's immediate supervisor.

27.01(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 Presidents designate attends such orientation session, time spent at the session shall be without loss of pay or benefits.

Article 28 - EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE

28.01

Each employee shall have access to his/her departmental file for the purpose of reviewing all evaluations and/or disciplinary notations pertaining to his/her work record with the City.

Article 29 - REQUEST FOR TRANSFER

29.01

(i) Part-time employees who wish to transfer to another Home within the same position classification may submit such request in writing to the General Manager Homes for the Aged.

(ii) Part-time employees who wish to relocate to another section or unit within the same position classification and within the Home may submit such request in writing to the Administrator.

Article 30 - WORKPLACE SAFETY AND INSURANCE BENEFITS

30.01

For purposes of this Article, full net pay of an employee shall be as determined by the City by deducting from the employee's gross earnings,

- a. the probable income tax payable by the employee on his/her earnings;
- b. the probable Canada Pension Plan premiums payable by the employee; and
- c. the probable Unemployment Insurance premiums payable by the employee.

30.02(a)

An employee who sustains an injury or contagious disease arising out of and in the course of his/her duties is covered by the Workplace Safety and Insurance Act, 1997.

30.02(b)

Where an employee sustains a work related injury or a compensable illness and is unable to work as a result thereof, upon approval of his/her claim he/she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Board. In addition, for those employees who have qualified for sick pay in accordance with Article 14, they shall receive the remainder of their full net pay amount directly from the City, from which the City shall deduct the employee's pension contributions, if any and the employee's pro-rata portion of her benefit premiums, if any, as set out in Article 15 (Health and Group Life Plans) and any other necessary statutory deductions:

30.03

Notwithstanding anything herein contained in this Agreement, where an employee is absent due to a compensable injury, such employee shall, upon his/her return to work, receive a seniority credit for such absence. Such seniority credit shall be calculated on the basis of the employee's average

number of paid hours per pay period during the eight (8) full pay periods immediately preceding the date of the accident. For the purposes of clarity, a full pay period missed will be credited with the average number of paid hours as calculated above. Where less than a full pay period is missed, seniority shall be credited for days scheduled and not worked.

30.04

The foregoing seniority credit shall be reflected and applicable on the next updated seniority list, which is posted in accordance with clause **16.05** following the employee's return to work.

30.05

Where an employee is absent due to a compensable injury or illness, the pro-rata portion of **his/her** benefit premiums that were in effect on the date of the injury in accordance with Article **15** (Health and Group Life Plans) shall not be adversely affected for the duration of **his/her** absence nor for the first eight (8) full pay periods immediately following **his/her** return to work.

30.06

Where an employee sustains a compensable injury or illness and as a result must leave work before the end of **his/her** shift, **he/she** shall receive full pay for the balance of **his/her** shift on that day.

30.07(a)

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

30.07(b)

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

If so requested the City shall meet with the employee so that the employee may provide his/her input regarding an appropriate schedule of recovery. The employee may be accompanied by either his/her Steward or other Local 79 Representative at such meeting should he/she request.

30.08

Leave of absence, with pay, shall be granted to one (1) full-time Workers **Compensation/Rehabilitation** Representative whose responsibilities will include workers compensation and rehabilitation. The costs of such leave shall be shared equally by the parties.

Article 31 - TRANSPORTATION

31.01

Whenever an employee is required and authorized to use his/her automobile on business of the City, the City shall pay to such employee an allowance of forty two cents (.42¢) per kilometre actually travelled in the course of transacting the business of the City.

31.02

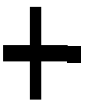
Whenever an employee is required to use the public transportation system in the course of his/her duties, such employee shall be provided with public transit **tokens/tickets and/or** passes for that purpose.

LETTER OF INTENT

TRANSPORTATION ALLOWANCE

The parties agree that the process established under the Local 79 Full-Time Collective Agreement (Letter of Intent: Transportation Allowance) for the purpose of developing a new arrangement for the payment of transportation allowances and rates will also apply to the Local 79 Homes for the Aged Part-Time Unit.

The concerns of part-time employees in this unit who drive their own vehicles in the course of their duties shall be taken into



consideration and discussed during the foregoing process.

NOTE: The parties agree that the above-mentioned process for developing a new arrangement for the payment of transportation allowances and rates will include discussions pertaining to parking. However, the parties further agree that in the event they are unable to reach agreement, the issue of parking shall not be referred to arbitration.

LETTER OF INTENT

TRANSPORTATION

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

Article 32 - CONVERSION OF HOURS

32.01

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

Article 33 - TERM OF AGREEMENT AND NOTICE TO BARGAIN

33.01

This Agreement shall remain in force from the 1st day of January, 1999, until the day of December 2001, 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 agreements to the appropriate bargaining unit and management staff. The sixty (60) day time period may be extended by mutual agreement.

For Memorandum Purposes Only: Harold Ball's letter of July 22, 1999 re: the printing of the Collective Agreement will be included with the Memorandum.

For Memorandum Purposes Only: Harold Ball's letter of February 15, 2000 re: the posting of the Collective Agreement on the intranet will be included with the Memorandum.

Article 35 - CHANGE OF ADDRESS

35.01

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

Article 36 DESIGNATES

36.01

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

Article 37 - PENSIONS AND RETIREMENT

37.01

Notwithstanding clause 7.01 (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** birthday of the employee occurs. Any employee presently employed at the date of ratification of this Collective Agreement aged sixty-four (**64**) or greater shall be permitted to continue to work.

37.02

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

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

37.03

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

37.04

For those leaves of absences granted under clause 21.11(a) and 21.1 (b), every employee who has elected to participate in the Ontario Municipal Employees Retirement System shall be considered to be in full time attendance for pension purposes and the pension contributions shall be made notwithstanding such leave, and Local 79 shall remit to the City for both the employer and employee share of such pension contributions during such leave on a quarterly basis as ,invoiced therefor by the City.

LETTER OF INTENT

Pension for Less than Full-Time Union Leaves

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

LETTER OF INTENT

Pensions

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

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

LETTER OF INTENT

Buy-Back of Optional Pensionable Service

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

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

LETTER OF INTENT

Pensions 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.

Article 38 - LABOUR- MANAGEMENT COMMITTEE

38.01

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 every three (3) months.

Article 39 - LETTERS OF INTENT

39.01

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

Article 40 - NOTICE OF CONTRACTING OUT

40.01

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 Department 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 Department 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 Department involved to meet within ten (10) working days for the purpose of discussing the proposed contracting out. In addition, the Department 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 Departmental information with respect to the proposed contracting out to Local 79.

Article 41 - EMPLOYMENT EQUITY

41.01

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

- a. City-wide promotion system;
- b. Increasing the range of opportunities for permanent jobs;
- c. Ensuring access to employment

- opportunities for all employees of the City;
- d. Promotion as opposed to alternate rate;
- e. Improving training and development opportunities for all employees;
- f. Career planning;
- g. Recognizing equivalents to academic credentials; and
- h. **Career-related** leaves and educational opportunities.

Article 42 - EDUCATION, TRAINING AND UPGRADING PROGRAMS

42.01

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 43 - PRESERVATION OF CITY PROGRAMS

43.01

The parties agree to establish a joint Local 79-City committee to explore the feasibility of returning work to the bargaining unit which has presently been contracted out and/or was previously done by members of the bargaining unit or could be done by members of the bargaining unit.

LETTER OF INTENT

Technological Change

Local 79 and the City agree to meet during the term of the Collective Agreement to discuss Local 79's role with respect to the introduction of technological change that impacts on the manner in which employees perform their work. Priority items to be discussed and explored will include but be not limited to the following list:

- a. definition of technological change;
- b. short -term and long-term planning for technological changes;
- c. notification to Local 79 of potential and proposed technological change;
- d. provision of information relating to the nature of technological change, date of proposed technological change and approximate number, classification and location of

employees affected;

- e. equitable access to training and education with respect to technological changes; and
- f. access to a peer mentoring and assistance program with "specialists" available as needed to cope with the introduction and/or changes in technology.

Article 44 - PAY EQUITY

44.01

In recognition of its commitment to achieving pay equity the City of Toronto has a number of existing pay equity plans; and In recognition of the parties mutual commitment to the ongoing process of pay equity and to the principle of equal pay for work of equal or comparable value; The parties agree as follows:

- a. The parties agree to abide by the provision of the Pay Equity Act; and
- b. Following the 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.

LETTER OF INTENT

Special/Pay Equity Reserve fund

The parties acknowledge that immediately following completion of wage harmonization we will begin the **process** of determining whether any pay equity adjustments are required pursuant to the Pay Equity Act.

The City will establish within **120** days of the ratification of the Collective Agreement a **Special/Pay Equity Reserve Fund** 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.

LETTER OF INTENT

JOINT CITY- LOCAL 79 COMMITTEES

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

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

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

LETTER OF INTENT

EDUCATIONAL OPPORTUNITY

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

MEMORANDUM OF AGREEMENT ITEM ONLY

February 15, 2000

Ms. Anne Dubas
President
Local 79

Re: Access to Child Care and/or Elder Care

Dear **Ms. Dubas**:

Currently employees of the City have priority access to 400 child care spaces presently being provided directly by the Children's Services Division of the Department of Community and Neighbourhood Services 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 policy is developed.

Further, the City and Local **79** shall meet during the term of the Collective Agreement to explore the feasibility of providing City employees and their families with dedicated access to **city-operated** or funded facilities which provide elder care.

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

LETTER OF INTENT

Special Amalgamation and Restructuring Committee

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

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

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

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

MEMORANDUM AGREEMENT ITEM ONLY

Joint Committees

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

following the ratification of the Collective Agreement.

LETTER OF INTENT

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 meet within three (3) months of the signing of the Memorandum of Agreement to establish and implement a jointly developed program to accommodate employees who are victims of domestic violence.

LETTER OF INTENT

Modified Work Program

This will confirm our understanding with respect to the development of a modified work program (**MWP**) for employees of the City.

A **MWP** Design Committee will be established as soon as reasonably possible following the ratification of the new Collective Agreements between the City and Local 79.

The Committee will consist of two (2) members appointed by each of the City and Local 79. The Committee may access external experts to assist it in its work if the parties agree. Union members of the **Committee** will receive their regular rate of pay for time spent in Committee meetings during their regular working hours.

It is recognized that special and different considerations may apply to some aspects of the design in order to address the needs of the employees in each of the separate bargaining units.

The Committee will take into consideration the Memorandum **Item Only** titled "Modified Work Program" as appended to the Full-Time Collective Agreement in developing its recommendations for a new **MWP**. Such recommendations shall be provided to the City within **120** days of the first meeting of the Committee.

LETTER OF INTENT

Merger

The parties agree to meet during the term of the Collective Agreement for the purpose of discussing the feasibility of merging the various part-time agreements with the full-time agreement.

LETTER OF INTENT

Movement Between Bargaining Units

During the term of the Collective Agreement, the parties shall agree to discuss the process of movement from one Local 79 Part-time Bargaining Unit to another Local 79 Part-time Bargaining Unit.

An employee covered by the Part-time Homes for the Aged Collective Agreement, who moves to a part-time position covered by another Local 79 Part-time Collective Agreement shall carry his/her seniority and service as calculated, defined and prescribed in this Collective Agreement.

LETTER OF INTENT

Legislative Change

In the event that the local, regional, provincial and/or federal governments propose or enact legislation, policy or regulations that are of concern to either party, the parties shall meet to develop a plan of action to effectively deal with the impact of such legislation.

LETTER OF INTENT

Employee Assistance Programs

In this regard representatives from the City and Local 79 shall meet to review the existing program so as to allow Local 79, to provide input and, where appropriate, make recommendations regarding changes and/or improvements to the program.

MEMORANDUM OF AGREEMENT ITEM ONLY

February 15, 2000

Anne Dubas
President
Local 79

Dear Ms. Dubas:

Further to my undertaking, the City shall endeavour to 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 possible.

Yours truly,

Harold Ball

Director, Employee and Labour Relations

MEMORANDUM OF AGREEMENT ITEM ONLY

November 16, 2000

Ms. Anne Dubas
President
Local 79

Re: Payment of Pregnancy/Parental Leave

This will confirm that all employees who commence **pregnancy/parental** leave on or after January 1, 2000 and qualify for top-up will receive top-up in accordance with the following procedure:

- a. The **top-up** payments will commence following payroll's receipt of the employee's first Employment Insurance stub/advice. The employee will receive either one or two week's **top-up** each pay period depending on their pay schedule.
- b. Employees will continue to be required to send in all of their Employment Insurance **stubs/advice**s to payroll. However, they may do so on an ongoing basis or send them all in at the end of the 25 week period.
- c. If an employee has lost a **stub/advice** he/she will be required to provide proof of payment from EI. Failure to provide proof of payment or to turn in **stubs/advice**s will result in recoveries being made from the employee's pay upon return to paid service.
- d. Prior to the commencement of their leave employees must advise payroll if they will be taking pregnancy and/or parental leave.
- e. Employees will have the option of receiving their **top-up** as a lump sum at the end of their leave. They will have to attach a note to their first **stub/advice**s advising payroll not to set them up on an ongoing basis. Upon completion of the leave (15/25 weeks) the employee will be required to send in the balance of his/her **stubs/advice**s to payroll and request payment of the lump sum.

Yours truly,

Harold Ball
Director Employee and Labour Relations

MEMORANDUM OF AGREEMENT ITEM ONLY

Ms. Anne Dubas
President
Local **79**

Dear Ms. Dubas:

Further to our discussion during negotiations on July **21, 1999**, in which you identified the need for Collective Agreements to be available in large print and Braille formats for those employees with visual impairments, the City undertakes 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.

Yours very truly,

Harold M. Ball
Director, Employee & Labour Relations

MEMORANDUM OF AGREEMENT ITEM ONLY

TO: ALL DEPARTMENT HEADS

FROM: Harold M. Ball, Director, Employee and Labour Relations

DATE: March 24, 2000

SUBJECT: Documentation Retention

A matter has been recently brought to our attention by Local **79** during the Collective Bargaining process with respect to the type of documentation that remains in employees' files with respect to grievances involving disciplinary matters that have been resolved.

Specifically, Local **79** articulated several examples where an agreement had been reached to rescind the discipline in its entirety yet documentation such as supervisor's reports and other documentation regarding the incident giving rise to the discipline had not been removed from the employee's file subsequent to the grievance settlement.

In this regard, I would ask that you advise your staff to ensure that where grievances relating to disciplinary or non-disciplinary matters (such as action which may have been taken in innocent absenteeism cases) are resolved by agreeing to remove the discipline or reference to a particular incident in its entirety that any supporting documentation regarding the matter be removed

from the employee's file unless there is specific agreement to r otherwise with the Union.

Please note that the foregoing will not apply where a grievance is resolved by modifying or reducing any disciplinary action taken and the modified or reduced penalty or incident remains part of the employee's record. This would also include any modifications regarding non-disciplinary matters as long as some reference to the matter is to remain as part of the employee's record.

In the event you have any questions, please do not hesitate to contact me and thank you very much for your assistance regarding this matter.

Harold M. Ball
Director, Employee and Labour Relations

LETTER OF INTENT

JOB EVALUATION

1. The parties agree to constitute a Committee to establish a new job evaluation program unique to the new City of Toronto.
2. The Committee shall consists of ten (10) persons, five (5) appointed by Local 79 and five (5) appointed by the City. Local 79 appointees to the Committee shall receive their regular rate of pay for time spent in carrying out the Committee's responsibilities during their regular working hours.
3. In the event that the parties are not able to reach agreement on the content and/or implementation of the new job evaluation program, the matter shall become a subject for negotiation in the renewal bargaining of this Agreement. Failing agreement, the content and/or implementation of the new job evaluation program shall be referred to arbitration pursuant to Section 40 of the Labour Relations Act.

MEMORANDUM OF AGREEMENT ITEM ONLY

April 10, 2000

Ms. Anne Dubas
President
Local 79

Dear Ms. Dubas:

This will confirm that an employee who is required to have access to a personal vehicle as specified in the Letter of Intent:

Transportation will be covered under the provisions of Article **31**.

Yours very truly,

Harold M. Ball
Director, Employee & Labour Relations

WAGE SCHEDULES
LOCAL **79** HOMES FOR THE AGED
PART-TIME UNIT
AND
CITY OF TORONTO

The following wage schedules (Schedule **1** – January **1**, **1999** – December **31**, **1999**, Schedule **2** – January **1**, **2000** – December **31**, **2000**, and Schedule **3** – January **1**, **2001** – December **31**, **2001**).

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.

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1x9

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