

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

BETWEEN

CITY OF TORONTO,
herein called the "the City", OF THE FIRST PART,

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 79
(Part Time Unit B), herein called "Local 79",
OF THE SECOND PART,

WHEREAS Local **79** and the City were parties to and bound by a composite Collective Agreement pursuant to the **Public Sector Labour Relations Transition Act, 1997**; and

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

WHEREAS the City and Local **79** have mutually agreed to enter into and execute this Collective Agreement commencing from January 1st, 1999 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 **Local 79** mutually covenant and agree as follows:

Article 1
DEFINITIONS

- 1.01** 'Service' is synonymous with seniority and shall be defined as all paid hours.
- 1.02(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.
- 1.02(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, Queen's Birthday, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday), Christmas Day, and Boxing Day, except that for the purpose of this Agreement, the following holidays shall be observed on the actual holiday instead of the designated day New Year's Day, Canada Day, Christmas Day and Boxing Day.

Article 2
RECOGNITION

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

CLARITY NOTE 1: Full time employees classified as Temporary Employees who work on a seasonal basis within a position set forth in Schedules 1, 2 and 3 of both this Collective

Agreement and the Local 79 Full Time Collective Agreement shall be included in the Local 79 Full Time Collective Agreement.

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

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

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

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

Purpose

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

2.04(b) Nothing in the foregoing shall be deemed to prohibit the City from using volunteers provided such volunteers do not perform bargaining unit work and shall not displace any bargaining unit employee.

Article 3

MANAGEMENT RIGHTS

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

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

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

Article 4

UNION SECURITY

4.01 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 Local 79 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.

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

- (i) deduct from each pay of such employee such sums for dues and contributions to Local 79, provided such are to be uniformly levied for not less than six months, payable by such employee ~~as~~ the by-laws of Local 79, or minutes of meetings at which ~~any~~ change in such dues and contributions is made, as the case may be and

- (ii) Continue to make such deductions until this Agreement is terminated and
- (iii) Within one (1) week after making of each deduction, pay the sum so deducted to Local 79.

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

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

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

LETTER OF INTENT CLASSIFICATIONS

In addition to the information listed in clause 4.04(b), the City undertakes to provide the employee's classification in accordance with the pay system report criteria, as soon as it is possible to do so following the conversion of the existing payroll systems from their present format to the SAP system.

MEMORANDUM OF AGREEMENT ITEM ONLY

R E I A

The parties agree to meet forthwith following the date of ratification to discuss pay system report criteria, to ensure a full review and understanding of information needs and appropriate methods of addressing these needs.

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

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

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

LETTER OF INTENT

INFORMATION REQUESTS

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

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

rate, job title of the alternate rated position, name and employee number of the incumbent, section, division and department of the position to be alternate rated, the first date of the alternate rate assignment; and

- (h) a bi-weekly list of all employees who are not members of Local 79, working in Local 79 classifications, the date of their first assignment to such classification, the expected expiry date of such assignment and the list of all Local 79 members alternate rated to other classifications in the City or on secondments, or other assignments outside the City.

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

Article 5

PROBATIONARY PERIOD

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

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

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

Article 6

NO DISCRIMINATION OR HARASSMENT

6.01 The City and Local 79, their respective servants and agents agree that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer,

layoff, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relations' 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.

6.02 In this Article, the term 'handicap', as provided in clause 6.01 shall be as defined in the Human Rights Code, R.S.O., 1980 as amended.

6.03 The prohibition within clause 6.01, 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 7

SEXUAL HARASSMENT

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

Article 8

WAGES AND SALARIES

MEMORANDUM OF AGREEMENT 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 wage increase in 1998 will receive a lump sum payment equal to one percent (1%) of his/her gross 1999 earnings (as represented by 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 may be 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 may be 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%.

8.01(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.

8.01(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.

8.01(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.

8.02 Those employees hired on or before September 25, 1997, within the Early Childhood Educator Grade 2 classification who are being paid at an Early Childhood Educator Grade 2 rate which is in excess of the Step 4 rate of pay as set out in Schedules 1, 2 or 3, as applicable, and who elect to participate in those benefits plans as set out in Article 34 (Employee Benefit Plans) shall, upon the commencement of payroll deductions in respect of said benefits participation, be thereafter paid at Step 4 of the rate of pay as set out in Schedules 1, 2 or 3.

Increments

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

8.04(a) Unless otherwise specified in the wage schedules, increments shall be effective at the beginning of the pay period following the completion of each two thousand and eighty (2,080) paid hours. increments for employees in the classification of Clerk Grade 5 shall be effective at the beginning of the pay period following the completion of each nine hundred and ten (910) paid hours.

8.04(b) Increments as set out in the wage schedules for the classification of Cleaner Light Duties shall be automatic and shall be effective at the beginning of the pay period following the completion of one thousand and forty (1,040) paid hours.

Alternate Rate

8.05 Subject to Article 8.06, whenever an employee is assigned to perform the regular duties of a higher rated position for at least a full day or shift, he/she shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of thirty cents (30¢) per hour, whichever is the greater.

8.06 Subject to Articles 8.03, 8.04, and 8.05, where an employee is assigned to perform the regular duties of a higher-rated position and actually works sufficient 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.

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.

8.07 The current practice with respect to the payment of wages shall continue for the term of the Collective Agreement. Upon expiry of the Collective Agreement, it shall be mandatory for all employees to be enrolled in payroll direct deposit.

8.08 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, 2000, 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 harmonizing of the pay periods.

- 8.09** The City may set rates of pay for new or changed classifications and shall advise Local 79 of such new or changed classification at least ten (10) working days prior to the implementation of the new or changed rate of pay and/or changed classification. If Local 79 is of the opinion that the rate is unfair or improper, Local 79 shall have the privilege of filing a grievance in accordance with the procedure as set forth in clause 16.06 hereof.

Alternate Rate to Another City Bargaining Unit

- 8.10** An employee who, for a period of at least a full day or shift, is assigned to perform the regular duties of a higher rated position in another City bargaining unit shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of 30¢ per hour, whichever is greater, for the duration of the assignment.

- 8.11** Subject to Articles 8.03, 8.04, and 8.10, where an employee is assigned to perform the regular duties of a higher-rated position in another City bargaining unit 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.

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.'

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

PRINCIPLES FOR HARMONIZATION

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

LETTER OF INTENT

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 biweekly 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.

Article PE

PAY EQUITY

PE.01 In recognition of its ~~commitment~~ to achieving pay ~~equity~~, the City of Toronto has a number of existing pay ~~equity~~ plans; and

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

The parties agree ~~as~~ follows:

- (a) The parties ~~agree~~ to abide by the provisions of the Pay Equity Act.
- (b)** Following completion of the current ~~collective~~ agreement negotiations, the parties agree to meet with a view to the development of an appropriate process for achieving and maintaining the ~~objectives~~ of the Pay Equity Act.

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 one hundred and twenty (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.

Article 9
PREMIUM PAY PROVISIONS

- 9.01** Each employee shall be ~~paid~~ at the rate of time and one-half for time worked in excess of eight ~~(8)~~ hours per day or eighty (80) hours in a biweekly pay period.
- 9.02** Whenever an employee ~~is~~ called in, reports for work and is subsequently advised that no work ~~is~~ available, ~~he/she~~ shall be paid three (3) hours' pay at ~~his/her~~ regular rate.
- 9.03** Where prior to the commencement of an established shift an employee is ~~called~~ in to work such shift on less than one (1) hour's notice, ~~he/she~~ shall be paid for the first full hour of the shift, provided ~~he/she~~ reports ~~within~~ the first one-half (1/2) hour of the ~~shift~~ and works the remainder of said hour.
- X **9.04** The Employer ~~shall~~ provide a shift bonus of ~~sixty-three~~ cents ~~(63¢)~~ per hour to employees for ~~all~~ hours worked 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.

Article 10
DESIGNATED HOLIDAYS

- 10.01** 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.
- 10.02** 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.

- 10.03** 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 one and one half times his/her regular rate for ~~all~~ hours worked.
- 10.04** Where an employee has agreed to or is scheduled to work ~~on~~ a designated holiday and falls to do so for reasons other than illness, such employee shall forfeit the pay for that designated holiday.
- 10.05** An appropriate recognition of Remembrance Day will occur in the workplace.

Article 11 VACATION PAY

- 11.01(a)** As part of their biweekly pay, 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;
- 11.01(b)** Effective July 1, 2000, at the beginning of the pay period following completion of two thousand and eighty ~~(2,080) paid~~ hours, his/her vacation pay shall be increased to six percent (6%) of their earnings.
- 11.01(c)** Effective July 1, 2000, at the beginning of the pay period following completion of seventeen thousand, ~~seven~~ hundred and ~~sixty~~ (17,760) paid hours, his/her vacation pay shall be increased to ~~eight~~ percent (8%) of their earnings.
- 11.02** Effective January 1, 2001, and thereafter, each employee's regular hours accumulated in the preceding ~~six~~ (6) months shall be multiplied by the appropriate vacation entitlement in accordance with clause 11.01, and the hours resulting from the calculation shall be credited semi-annually to the employee's seniority.

LETTER OF INTENT VACATION BANKING

The parties agree to meet to discuss the ~~issue~~ of enabling employees who have accumulated two thousand and eighty ~~(2,080)~~ paid hours to elect an option to bank their vacation savings pay (VSP).

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.

An employee shall not suffer any loss of vacation pay or entitlement through any anniversary date conversion for vacation purposes, In respect to this Article.

Article 12
SENIORITY

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

12.01(e) Notwithstanding Clause **12.01(b)**, effective the date of ratification of ~~this~~ Collective Agreement, all employees who were covered by a predecessor Collective Agreement and who are not excluded from the **Unit B** bargaining unit in accordance with Clarity Note 2 in Article 2 (Recognition) shall have place to their credit such seniority ~~as~~ they had accumulated in accordance with the terms of their predecessor **Collective** Agreements. Following the aforementioned effective date, employees shall continue to accrue seniority in accordance with the ~~terms~~ of this Collective Agreement.

12.01(f) Immediately following the ratification of this Collective Agreement, the City shall, for each employee (other than new hires or employees previously notified) coming within the Unit B bargaining unit, establish such employee's seniority, and notify him/her in writing of such. A complaint concerning the accuracy of an employee's seniority shall be considered if submitted within sixty (60) working days of the employee's receipt of the notice of seniority.

Loss of Seniority

12.02 An employee shall lose all seniority and service 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 Article 12.04;
- (iv) he/she is not recalled to work within twenty-four (24) months of the date of his/her removal from work pursuant to the staff reduction article;
- (v) he/she does not work for any period exceeding twelve (12) continuous months for reasons other than illness, injury, layoff or approved leave of absence;
- (vi) on six (6) or more occasions in the calendar year he/she, without reasonable cause, fails to report for work, after having agreed to report; or
- (vii) he/she is absent on an unauthorized leave from the City in excess of seven (7) scheduled shifts from the commencement of absence or he/she is absent without notice to the City in excess of seven (7) scheduled shifts from the commencement of the absence, without a satisfactory reason.

Seniority Lists

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

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12.04 In the event that employees are laid off, said layoff shall be in the reverse order of their seniority within their position classification within the work location (or in the case of those employees within the Children's Services Division who are not assigned a specific work location, within the Children's Services Division) and within the bargaining unit involved.

If and when work becomes available within twenty four (24) calendar months from the date of their layoff and provided they possess the necessary qualifications to perform the work, such employees shall be recalled to work in order of their seniority within their position classification within the work location (or in the case of those employees within the Children's Services Division who are not assigned a specific work location, within the Children's Services Division), as the case may be.

Article 13

PROMOTIONS AND APPOINTMENTS

13.01 Part-time employees shall be eligible to respond to Job Calls as outlined in the full time Agreement between Local 79 and the City.

13.02 For the purposes of calculating seniority for appointments, seniority shall be calculated pursuant to the same formula as set out in clause 12.01 - two thousand and eighty (2,080) paid hours equals one (1) year.

13.03 Other than where a permanent entry level position is filled by a full-time employee, the position shall be offered to the most senior employee within the classification who has the necessary qualifications, skill and ability to perform the work required.

NOTE: *Clause 13.03 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.*

Article 14

TEMPORARY FULL-TIME ASSIGNMENTS

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

LETTER OF INTENT

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

Children's Services (Directly Operated Child Care)

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

6. It is agreed that "school age Early Childhood Educators Grade 2" who are assigned to centres will be considered to be eligible for the provisions of this letter as though they were part of the ECE pool relating to their centre, although they are not technically "pool" employees.

Hostel Services

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

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

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

Article 15
STEWARDS

- 15.01** Local 79 will supply the ~~city~~ with a list of all ~~its~~ Stewards and Officers ~~as soon as~~ they are appointed and thereafter will notify the City of any change in such list. In the event that a Steward ~~or~~ Officer ~~is~~ permanently transferred by the City from the work area that ~~he/she~~ would normally represent, the ~~city~~ will notify Local 79 ~~as soon as~~ practicable. ~~it is~~ understood and agreed that stewards under the full-time Agreement, the Homes for the Aged part-time Agreement, and the Recreation Workers Agreement, are interchangeable with stewards under ~~this~~ Agreement.

Article 16
GRIEVANCE PROCEDURE

- 16.01** The parties to this Agreement are ~~agreed that~~ it is of the utmost importance to address and resolve grievances as quickly ~~as~~ possible.
- 16.02** Time limits for all steps of the entire grievance and arbitration procedure may be extended in ~~writing~~ by mutual consent.
- 16.03** For ~~the~~ purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday, inclusive, but exclusive of designated holidays.
- 16.04** A committee of not more than three (3) officers of Local 79 shall be designated by the ~~President~~ of Local 79 and shall constitute a committee hereinafter called the Local 79 Grievance Committee, to deal with a ~~grievance~~ in accordance with this Article.
- 16.05** The ~~City~~ acknowledges the right of Local 79 to ~~appoint~~ or otherwise ~~select~~ stewards and officers and, in ~~this~~ regard, Local 79 acknowledges and agrees that Stewards and Officers of Local 79 have regular duties to perform ~~as~~ employees of the ~~City~~ and that such employees will not leave ~~their~~ regular duties to assist employees in respect of matters arising under this Article without obtaining the ~~permission~~ of their 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.

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

(I) Step One – Dispute Resolution

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

(II) Step Two

if the dispute is not resolved at Step One, the grievance and redress sought shall be put in writing and signed by the employee. Local 79 shall file the grievance with the 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 the request of Local 79, provided that such request must be made at least five (5) working days prior to the date of the Step Two meeting.

(III) Step Three

In the event that the 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 Representatives 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.

Mediation

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

Arbitration

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

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

16.09 (Placeholder) Flow-through from full-time

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

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

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

nominee to an Arbitration Board. The party so notified shall, within ten (10) working days after the receipt of the letter, notify the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson, Local 79 shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.

- 16.12** The decision of the Department Head or the Director of Employee and Labour Relations, or Local 79 in the case of a management grievance pursuant to clause 16.21, as the case may be, shall be final and binding upon the City and Local 79 and upon any employee affected by it, unless a subsequent step is taken within the times hereinbefore limited.
- 16.13** The single arbitrator, or the Arbitration Board, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon Local 79, the City and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 16.14** Each of the parties hereto will bear the expenses of the nominee appointed to represent it and parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.
- 16.15** The Arbitrator or Arbitration Board shall not have any power to add to, subtract from alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.

Policy Grievances

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

Group Grievances

- 16.17** Where a Group Grievance involves a group of employees in the same department, it may be initiated at Step One or filed at Step Two at Local 79's option within twenty (20) working days of the circumstances giving rise to the grievance. Group grievances involving a group of

employees in two or more departments shall be filed at Step Three within twenty (20) working days of the circumstances giving rise to the grievance.

Suspension or Discharge Grievances

16.18 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

16.19 Any grievance of an employee with respect to Article 13 "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 that the grievance is with respect to not being selected for a position, if such position is within a Department other than the employee's Department, the grievance shall be directed by Local 79 to the Head of the Department in which the vacancy occurred.

Sexual Harassment

16.20 Where an allegation is made by an employee that Article 7 "Sexual Harassment" has been violated, a grievance shall be initiated at Step Two within forty (40) working days after such violation is alleged to have occurred.

Management Grievances

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

Disciplinary Discussions and Notations

16.22 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 steward or Local 79 Representative present at such meeting or, 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.

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

16.24 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.

Benefit Grievances

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

LETTER OF INTENT

GRIEVANCE AND ARBITRATION PROVISIONS

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

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

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

LETTER OF INTENT

DISPUTE RESOLUTION TRAINING

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

Article 17

LEAVE OF ABSENCE

Bereavement Leave

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- 17.01(a)** An employee who is absent from work solely due to the death and/or funeral of the father, mother, father-in-law, mother-in-law, son, daughter, brother, sister, same-sex partner, husband or wife of such employee, shall be compensated for regularly scheduled hours missed by such employee (by reason of such absence) at his/her regular rate of pay for five (5) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral. Should the employee be unable to attend such funeral or memorial service because of the distance to be travelled, such employee may be granted a day off with pay for the purpose of mourning the death.
- 17.01(b)** An employee who is absent from work solely due to the death and/or funeral of the son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild of such employee, shall be compensated for regularly scheduled hours missed by such employee (by reason of such absence) at his/her regular rate of pay for three (3) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral. Should the employee be unable to attend such funeral or memorial service because of the distance to be travelled, such employee may be granted a day off with pay for the purpose of mourning the death.
- 17.01(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 17.01(a) and (b).

Jury or Witness Service

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

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- (i) shall be granted leave of absence for such purpose, provided that upon completion of his/her jury or witness service such employee shall present to his/her 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/Parental Leave

17.03(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.

17.03(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, as amended, shall be granted upon the employee's request, and administered in accordance with the Act.

17.03(c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 17.03(a), or is granted in accordance with clause 17.03(b), shall be at the discretion of the Department Head concerned, and shall not involve any expense to the City, but shall result in no loss of seniority.

17.03(d) The City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 34 (Employee Benefit Plans), and shall pay its share of any applicable pension contributions under Article 37 (Pensions and Retirement), for any pregnancy and/or parental leave taken pursuant to clauses 17.03(a) or 17.03(b), unless the employee elects in writing that he/she does not wish benefit coverage.

- 17.03(e)** Pregnancy and/or parental leave in accordance with clauses 17.03(a) or 17.03(b) shall not involve any expense to the City, except as provided in clauses 17.03(d), 17.04, 17.05 and 17.06.
- 17.04(a)** An employee who is eligible for pregnancy leave under clause 17.03(a) or an employee who requests and is granted pregnancy leave under clause 17.03(b), shall be entitled, provided she is in receipt of Employment insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, 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 percent (75%) of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of her pregnancy leave, and the sum of her weekly Employment Insurance benefits and any other earnings.
- 17.04(b)** Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their employment Insurance benefits for the period of unemployment.
- 17.04(c)** Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.
- 17.05(a)** An employee who is eligible for parental leave under clause 17.03(a) or who requests and is granted parental leave under clause 17.03(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C., 1996, 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 the employee's weekly Employment Insurance benefits and any other earnings.

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

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

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

- (I) By forty (40) hours to a maximum of seven hundred and twenty (720) hours; or
- (II) By the average hours worked per pay period in the 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 produced in accordance with clause 12.03 following the employee's return to work.

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

Citizenship Leave

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

Personal Leave

17.09 Subject to the approval of the 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. A request for such leave shall not be unreasonably denied.

Leave of Absence for Full-time Local 79 Positions

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

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

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

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

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

Leave of Absence to Attend Labour Convention

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

Leave of Absence to Attend Labour Conference

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

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

- 17.12(a) Whenever an employee is on leave of absence on Local 79 business, such absence shall not affect any benefits to which he/she is entitled other than pay.
- 17.12(b) Whenever an employee is on leave of absence on Local 79 business, the City shall pay the employee's wages and benefits for the scheduled hours missed by reason of such leave, invoice Local 79 and Local 79 shall, forthwith, remit full reimbursement to the City. This provision does not apply to employees who are elected or appointed to full-time Union positions in accordance with Article 17.10(a) or (b).

Local 79 Negotiating Committee

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

LETTER OF INTENT
PARTICIPATION IN ELECTIONS

Leave of absence for participating in elections shall be in accordance with City policy as may be amended from time to time.

FOR MEMORANDUM PURPOSES ONLY: Harold Ball's letter of November 16, 1999, re Payment of Pregnancy/Parental Leave will be included with the Memorandum.

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 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 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 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 to payroll and request payment of the lump sum.

Article 18

PROTECTIVE CLOTHING

- 18.01** 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.

Protective Clothing, Equipment and Wearing Apparel Committee

- 18.02** 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.

18.03 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.

18.04 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.

18.05 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 19

LEGAL EXPENSES

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

- (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 Chief Financial Officer and Treasurer 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 the 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).

19.02 Where an action or other proceeding is brought against an employee of the City, which in the opinion of City Council arises out of acts or omissions done or made by such employee in his/her capacity as an employee of the City, the City may pay damages or costs awarded against such employee or legal expenses incurred by him/her as may be determined by City Council as provided for by paragraph 50 of section 207 of The Municipal Act, R.S.O. 1990, as amended. Whenever an action or other proceeding is brought against an employee, the employee is to advise the Insurance and Risk Management Section of the Treasury and Financial Services Division immediately with respect to such action or proceeding.

19.03 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 regular working schedule as a result of being required to attend court or appear before their professional regulating organization.

19.04 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.

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

Article 20
NO STRIKE OR LOCKOUT

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

Article 21
PLURAL

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

Article 22
ACQUAINTING NEW EMPLOYEES

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

Article 23
EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE

- 23.01** 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 24
REQUEST FOR TRANSFER

- 24.01(a)** Employees who wish to transfer to another location within the same position classification may submit such request in writing to the Department Head.
- 24.01(b)** Employees who wish to relocate to another section or unit within the same wage grade or classification and within the City may submit such request in writing to the Department Head.

LETTER OF INTENT
AMALGAMATION/SERVICE CONSOLIDATION-RELATED TRANSFERS

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

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

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

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

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

Article 25


WORKPLACE SAFETY AND INSURANCE BENEFITS

- 25.01** An employee who sustains an injury or disease arising out of and in the course of his/her duties is covered by the Workplace Safety and Insurance Act, 1997.
- 25.02** Where an employee sustains a work related injury or a compensable illness and is unable to work as a result thereof, upon approval of his/her claim he/she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the **Board**.
- 25.03** Notwithstanding anything herein contained in this Agreement, where an employee is absent due to a compensable injury, such employee shall, upon his/her return to work, receive a seniority credit for such absence. Such seniority credit shall be calculated on the basis of the employee's average number of paid hours per pay period during the eight (8) full pay periods immediately preceding the date of the accident. For the purposes of clarity, a full pay period missed will be credited with the average number of paid hours as calculated above. Where less than a full pay period is missed, seniority shall be credited for days scheduled and not worked.
- 25.04** Where an employee sustains a compensable injury or illness and as a result must leave work before the end of his/her shift, he/she shall receive full pay for the balance of his/her shift on that day.
- 25.05** Where an employee is absent due to a compensable injury or illness, the pro-rata portion of his/her benefit premiums that were in effect on the date of the injury in accordance with Article 34 (Employee Benefit Plans) shall not be adversely affected for the duration of his/her absence nor for the first eight (8) full pay periods immediately following his/her return to work.
- 25.06** 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 26
CONVERSION OF HOURS

- 26.01** Where the terms "two thousand and eighty (2,080) paid hours", "one thousand and forty (1,040) paid hours", "eighty (80) hours" and "eight (8) hours" are used in this agreement, it shall be amended to read "one thousand, eight hundred and twenty (1,620) 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 27
SCHEDULING

- 27.01** The City acknowledges that Local 79 has an understandable concern with respect to the role of seniority in scheduling within any identified work and/or program unit within a work location within the Department involved. Accordingly, in cases where the Employer determines that the requirements and efficiency of the operations of the identified work and/or program unit within the Department will permit, the Employer shall, in establishing the work schedules, give consideration to the seniority ranking of employees within the applicable job classification.
- 27.02** Should Local 79 have any concerns arising out of the scheduling of work as set out above, the Director of Employee and Labour Relations shall meet with the President of the Local or designate and/or a committee designated by the President for the purpose of resolving those concerns.
- 27.03** The parties agree to make every effort to resolve any concerns that may arise out of the scheduling of work within the thirty (30) day period following the date on which the matter was first brought to the attention of both parties.
- 27.04** The Director of Employee and Labour Relations shall, in conjunction with the President of Local 79 or designate and/or a committee designated by the President, develop a process that will provide Local 79 with reasonable access to the records of the City that pertain to the allocation of work within this bargaining unit, to the extent that it is lawful to do so.
-  **27.05** The parties shall form a joint committee for the purpose of developing appropriate scheduling arrangements that are consistent with the operational needs of any identified work and/or program unit within a work location within a department.

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

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

Exchange of Shift

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

Article 28

HEALTH AND SAFETY

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

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

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

28.03 Where upon written advice by her physician it is determined that a pregnant employee's health and/or pregnancy may be jeopardized if she were to continue to perform the full duties of her regular position, the City shall, where possible, either temporarily modify the duties of her current position in a manner that would allow her to safely perform the work, or assign

her to such ~~alternate~~ work for which she **is qualified**, With no loss of pay, provided that such work is available ~~within~~ her Division or Department ~~as~~ the case may be.

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

28.05 Leave of absence, with pay, shall be granted to 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.

LETTER OF INTENT **HEALTH AND SAFETY**

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

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

Article **29**

LUNCH AND REST PERIODS

29.01 Each employee who works a shift of more than four (4) consecutive hours duration shall be afforded a meal break of not more than one (1) hour between the third ~~and fifth~~ hour of such shift except in the case of ~~an~~ emergency, when such lunch period shall be at the discretion of the immediate supervisor of such employee. It shall be understood and agreed that the City shall be the ~~sole~~ judge of what constitutes an emergency.

- 29.02** Each employee who works a shift of more than four (4) consecutive hours shall be afforded a rest period of fifteen (15) minutes in duration at such time(s) and place(s) as may be decided by the Head of the Department during each four (4) consecutive hour period.

Article 30

NOTICE OF CONTRACTING OUT

- 30.01** Prior to contracting out any work now performed by employees, the *City* shall, where practicable, provide eighty (80) calendar days written notice to Local 79 and, where Council approval is being sought, provide said notice prior to the 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) calendar 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 31

TRANSPORTATION

- 31.01** Whenever an employee is required 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 or passes for that purpose.
- 31.03** Mileage allowance of forty-two cents (42¢) per kilometre shall be paid to an employee authorized to use his automobile to travel to a temporary work assignment at a work location outside the *City* of Toronto boundaries. The allowance is for each kilometre travelled between the location of the temporary work assignment and the *City* boundary nearest to that

location. The City boundaries are defined as Steeles Avenue on the north, Port Union Road on the east and Etobicoke Creek and Indian Line on the west.

NOTE The City boundaries are subject to proofing and validation.

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 Unit B bargaining unit.

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.

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.

LETTER OF INTENT
TRANSPORTATION

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

Article 32

TERM OF AGREEMENT AND NOTICE TO BARGAIN

- 32.01** This Agreement shall remain in force from the 1st day of January, 1999, until and including the 31st 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 33

PRINTING OF THE COLLECTIVE AGREEMENT

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

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: posting of the Collective Agreement on the Intranet will be included with the Memorandum.

Article 34

EMPLOYEE BENEFIT PLANS

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

- (i) Extended Health Care Benefits as per the full-time Collective Agreement, excluding the following:
- out of country emergency medical coverage
 - semi-private hospitalization coverage
 - orthotics/orthopedic shoes
 - private duty nursing
 - paramedical services (e.g. licensed physiotherapists, psychologists, masseurs, speech therapists, osteopaths or podiatrists/chiropractors, or chiropractors)
- (ii) Dental Care Plan as per the full-time Collective Agreement, excluding the following:
- orthodontics
 - caps/crowns
 - fixed bridges/bridgework
 - gold fillings
 - inlays/onlays
- (iii) Group Life insurance in the amount of three thousand dollars (\$3,000).

34.01(b)

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

- (i) For employees in forty (40) hour per week job classifications:
- 0 - 127 aggregate hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums;
 - 128 - 191 aggregate hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums;
 - 192 - 255 aggregate hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums;
 - 256 - 383 aggregate hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums;
 - 384 - 511 aggregate hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums;

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

(II) For employees in thirty-five (35) hour per week job classifications:

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

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

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

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

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

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

34.01(c) For purposes of Article 34 only, "hours worked" shall include time off while in receipt of a Workers' Compensation Award.

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

34.01(e) Prior to the beginning of each 'scheduled open period' in December, April and August, each employee who is eligible for benefits in accordance with Article 34.01(a) will receive a summary of the hours he/she has worked in the previous eight (8) pay periods and a summary of the amount of both the employer's and the employee's portion for each benefit.

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

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

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

34.01(h) Employees who decline coverage shall not be eligible to participate until the next "scheduled open period".

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

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

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

Benefits Monitoring Committee

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

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

The Committee shall meet at the request of either party.

Benefit Plan Book

34.04 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 proofreading 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 12.04 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 Unit B.

MEMORANDUM OF AGREEMENT ITEM ONLY

Employees whose health and dental benefits were carried by CUMBA or any other carrier who did not use a January to December benefit year immediately prior to the selection in 2000 of a single carrier for the City shall, in the year in which the transition to a January-December benefit year occurs, be entitled to the full annual maximum of any benefits to which an annual maximum applies.

Article 35
DESIGNATES

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

Article 36
CHANGE OF ADDRESS

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

Article 37
PENSIONS AND RETIREMENT

- 37.01** Notwithstanding clause 6.01 (No Discrimination or Harassment), 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 working.
- 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 absence granted under clauses 17.10 (a) and 17.10(b), every employee who has elected to participate in the Ontario Municipal Employees Retirement System shall

be considered to be In full time attendance for pension purposes and the pension premium payments shall be made notwithstanding such leave, and Local 79 shall remit to the *City* both the employer and employee share of such premium payments 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
PENSION EDUCATION

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

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

Article 38
IMMUNIZATIONS

38.01 Withdrawn (March 26,2000)

Article 39
LETTERS OF INTENT

39.01 Unless otherwise specified, all **letters** of Intent shall form part of ~~the~~ Collective Agreement.

Article 40
PRESERVATION OF CITY PROGRAMS

40.01 ~~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 not be limited to the following list:

- (i) definition of technological change;
- (ii) short-term and long-term planning for technological changes;
- (iii) notification to Local 79 of potential and proposed technological change;
- (iv) provision of Information relating to the nature of technological change, date of proposed technological change and approximate number, classification and location of employees affected;
- (v) equitable access to training and education with respect to technological changes, and
- (vi) access to a peer mentoring and assistance program with 'specialists' available as needed to cope with the introduction and/or changes in technology.

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,
- (g) 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

LABOUR-MANAGEMENT COMMITTEE

43.01

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 subcommittees 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.

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

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 Unit B 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

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

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

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

LETTER OF INTENT
EDUCATIONAL OPPORTUNITY

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

LETTER OF INTENT
JOINT CITY-LOCAL 79 COMMITTEES

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

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

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

LETTER OF INTENT
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.

MEMORANDUM OF AGREEMENT ITEM ONLY

PROCESS FOR THE PLACEMENT OF EMPLOYEES AND/OR POSITIONS INTO THE APPROPRIATE BARGAINING UNIT

Following the ratification of this Memorandum of Agreement, Local 79 and the City will develop a process to ensure that employees and/or positions currently covered by any of the Local 79 bargaining units are placed in the appropriate Local 79 bargaining unit.

Any disputes that may arise regarding such placements may be the subject of a grievance, and if a grievance is filed by Local 79, it shall be initiated at Step 3, and if a grievance is filed by the City, it shall be initiated under the clause regarding management grievances.

MEMORANDUM OF AGREEMENT ITEM ONLY

JOINT COMMITTEES

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

units. The list of **committees** will be created following the ratification of the Collective Agreement.

MEMORANDUM OF AGREEMENT ITEM ONLY

July 22, 1999

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

February 15, 2000

Ms. 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

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

X: 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 at work, the employee may apply to the Committee for consideration.

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

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

LETTER OF INTENT
EMPLOYEE ASSISTANCE PROGRAM

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

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 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 and that any supporting documentation regarding the matter be removed from the employee's file unless there is a specific agreement to do 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.

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. ~~Falling~~ 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 PART-TIME UNIT B

AND

CITY OF TORONTO

The following wage schedules (Schedule 1 - January 1, **1999** – December 31, **1999**, Schedule 2 – January 1, 2000 to December 31, **2000**, and Schedule 3 – January 1 – December 31, 2001) are **illustrative** of the classifications and wage rates (expressed as hourly rates) as known to the parties as of January 2000. For clarity, the Unit B wage schedules incorporate all hourly wages found in the Local 79 Full-Time bargaining **unit** as well **as** those specific to Unit B.

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

CUPE LOCAL 79

A T

UNIT B

Handwritten: 4,000 900

April 19, 2000

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 representation of employees in the Local 79 Part-Time Unit B Bargaining Unit by Local 79 and wish to enter into an agreement;

THEREFORE, Local 79 and the City agree as follows:


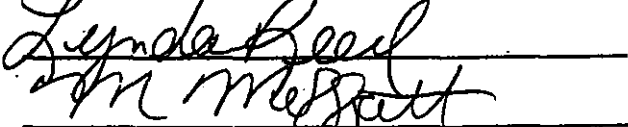
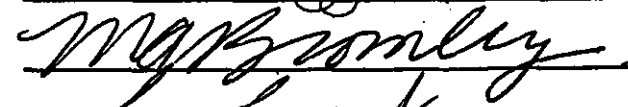

1. Local 79 and the City agree that the outstanding issues that have not been resolved through negotiations are set out in Appendix 1 of the Full-Time Memorandum of Agreement and will be resolved through mediation/arbitration. To effect this purpose, the parties agree to the following process to resolve and determine all issues in dispute.
2. The matters that have been agreed to with respect to the Local 79 Part-Time Unit B Bargaining 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 the parties.

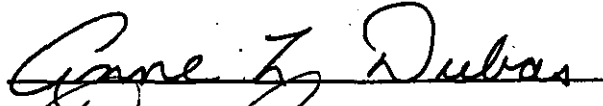
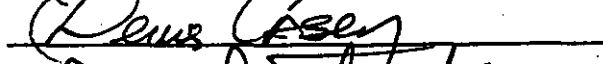
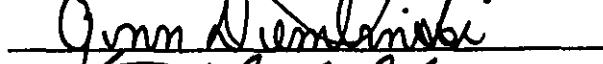







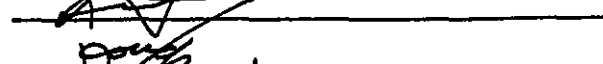
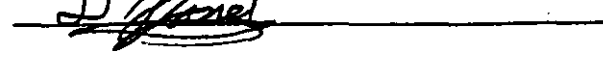
9. The Board of Arbitration shall remain seized of any difficulties encountered in implementing its decision and shall also have jurisdiction to decide issues related to the implementation of any of the matters referred to arbitration that are resolved by the agreement of the parties.
10. Positions taken 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, job evaluation disputes 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


Lynda Beal

M. McEwen

M. Bromley

L. Bousquet

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


Anne E. Dubas

Denis Casey

John Demetriou

Paul Didd

Carmen Smith

Agnes Jones

Sybell

H. H. H. H.

David Thomas

R. R. R. R.

D. D. D. D.

D. D. D. D.

P. P. Hall
Nancy Murphy
Eric Heerik
Ray Steen
James Stover
[Signature]
Josie Lemangan
Chickie Lamb
Lajana D. Brown

Brian W Martin
Witness

Jack Kinkley
Assigned CUPE Representative

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