

The Effective Date Of This Collective Agreement Is January 1, 2002 Or Unless Otherwise Stated.

BETWEEN:

CITY OF TORONTO

herein called the "The City",

OF THE FIRST PART,

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION No. 79(Part Time Unit B)**

herein called "Local 79",

OF THE SECOND PART,

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, 2002, to remain in force until and including the 31st day of December, 2004, 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 hereby mutually covenant and agree as follows:

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Article 1
DEFINITIONS

- 1.01 "Service" is synonymous with seniority and shall be defined as all paid hours, to a maximum accumulation of 2,080 hours per calendar year.
- 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, Victoria Day, 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 all part-time employees outside the Homes for the Aged in the employ of the City save and except:
- (i) supervisors; and
 - (ii) persons above the rank of supervisor; and
 - (iii) employees who fall within any other bargaining unit; and
 - (iv) 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 Schedule 1 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.
- 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.
- (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
PAY SYSTEM REPORT ITERI

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

LETTER OF INTENT
INFORMATIONR

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 relationship, handicap nor by reason of membership in a labour union, and the City agrees that it will not, either directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, steward, committee member or member at large of Local 79.
- 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. 1990, 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**

- 8.01(a) Effective January 1, 2002, 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, 2003, 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(c) Effective January 1, 2004, 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.
- 8.02 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 Schedule 1 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 Schedule 1.

Increments

- 8.03 Employees shall progress through the increment levels as set out in the wage schedules unless the Department Head withholds an increment, in which case the employee shall be advised in writing of the reasons therefor.
- 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 clause 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. Effective October 2, 2002 increase this rate to sixty-five cents (65¢) per hour.
- 8.06 Subject to clauses 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 All employees shall, as a condition of their employment, participate in payroll direct deposit.
- 8.08 The City may set rates of pay for new or changed classifications and shall advise Local 79 of such new or changed classifications at least ten (10) working days prior to the implementation of the new or changed rate of pay and/or changed classification. If Local 79 is of the opinion that the rate is unfair or improper, Local 79 shall have the right of filing a grievance in accordance with the procedure as set forth in clause 16.17 (Policy Grievances) hereof.

Alternate Rate to Another City Bargaining Unit

- 8.09 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 thirty cents (30¢) per hour, whichever is greater, for the duration of the assignment. Effective October 2, 2002 increase this rate to sixty-five cents (65¢) per hour.
- 8.10 Subject to clauses 8.03, 8.04, and 8.09, 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 Labour Relations Act, 1995, S.O. 1995, as amended except as modified by paragraph 4 of the Memorandum of Agreement dated March 23, 2000.
10. A draft decision of the Board of Arbitration on all outstanding wage rates and job classifications, including implementation dates (retroactivity) will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The parties will have fourteen (14) days from the date they receive the draft decision, or such longer period of time as they may agree in writing, to meet and agree on all such rates and classifications. These meetings may be with the assistance of the mediator/arbitrator if both parties wish. Failing agreement in that time, the draft decision of the Board of Arbitration shall become final and binding on all parties.

For clarity, job classifications which are found 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 three (3) 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 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 scheduled or is called in and 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, unless he/she was scheduled for a shift of less than three hours, in which case the employee shall be compensated for the hours scheduled.
- 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 full shift provided he/she reports within the first (1st) hour of the shift and works the remainder of said shift
- 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 following day. Effective September 3, 2002 this rate will be increased to seventy cents (70¢) per hour. Effective January 01, 2003 this rate will be increased to seventy-five cents (75¢) per hour.

Article 10
DESIGNATED HOLIDAYS

- 10.01 (a) An employee who is not required to work on a designated holiday as per Article 1.02(b) 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.
- 10.01(b) The holiday pay in accordance with clause 10.01(a) shall be equal to the employee's average days' earnings in the eight (8) pay periods preceding the date of the designated holiday.
- 10.02 Subject to 10.01(a) and (b), each employee who works on a designated holiday, shall be compensated for all hours worked at the rate of time and one-half (1 ½), and in addition, shall be paid his/her regular day's pay.
- 10.03 Any employee who does not qualify for designated holiday pay in accordance with clause 10.01(a) above shall be paid designated holiday pay in accordance with the Employment Standards Act, 2000, S.O. 2000, as amended, as follows:
- i) An employee who is not required to work on a designated holiday as defined in clause 1.02(b) shall be entitled to payment for the designated holiday provided that he/she works the entirety of his/her shift before and after the designated holiday.
 - ii) Notwithstanding clause 10.03(i), where an employee demonstrates reasonable cause for not attending the shift before and after the designated holiday as required in clause 10.03(i), he/she shall qualify for designated holiday pay.
 - iii) An employee who is required to and actually works the entirety of his/her shift on a designated holiday shall be paid designated holiday pay, plus time and one half (1 ½) for all hours worked on the designated holiday.
 - iv) Notwithstanding clause 10.03 (iii), where an employee demonstrates reasonable cause for not attending work as required in clause 10.03 (iii), he/she shall qualify for designated holiday pay.

- v) The designated holiday pay referred to in clause 10.03 shall be calculated in accordance with the Employment Standards Act, 2000, S.O. 2000, as amended, as follows:

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

- 10.04 An appropriate recognition of Remembrance Day will occur in the workplace.

LETTER OF INTENT **FLOATING HOLIDAY**

Following completion of two thousand and eighty (2,080) hours of seniority, employees shall be eligible for one (1) floating holiday each calendar year or equivalent pay in lieu, at the employee's choice. Such time off or pay in lieu shall be pro-rated in accordance with an employee's average number of hours per day, averaged over the last calendar year.

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) 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) 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 Each employee's regular hours accumulated in a pay period shall be multiplied by the appropriate vacation entitlement in accordance with clause 11.01, and the hours resulting from the calculation shall be credited to the employee's seniority .

LETTER OF INTENT
VACATION BANKING

The City Agrees to enable part-time employees who have accumulated two thousand and eighty (2,080) paid hours to have the option to bank their vacation savings pay (VSP) to enable them to receive paid vacation entitlement based on aggregate service. Employees shall be able to change their selected option no more than once per year.

The parties agree to meet within 60 days of issuance of the Interim Award dated August 28, 2002 to discuss the implementation of vacation banking for employees in this bargaining unit to commence no later than January 1, 2003. If they are unable to resolve the implementation issues, the parties agree to ask for the assistance of the Mediator/Arbitrator Tim Armstrong.

LETTER OF INTENT
HARMONIZATION OF 1 YEAR

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

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 (1) 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, as of May 11, 2000, 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), as of May 11, 2000, all employees who were not covered by a predecessor Collective Agreement shall have placed to their credit seniority in accordance with Section 33(3)(b) or (c) of the Public Sector Labour Relations Transition Act, 1997, S.O. 1997, c.21, Schedule. B,

which shall be calculated from their first date of hire with their predecessor employer unless they lost seniority in accordance with clause 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), as of May 11, 2000, 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 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(f) As soon as possible 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.

LETTER OF INTENT **SENIORITY HOURS ON PAY STUBS**

The parties agree to meet during the term of the agreement to explore the feasibility of notifying employees on their biweekly pay stubs of their accumulated hours for seniority purposes.

Loss of Seniority

- 12.02 An employee shall lose all seniority and service if,
- (i) he/she voluntarily terminates his/her employment subject to the right to rescind in clause 12.05;
 - (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

- 12.03 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.

Layoff and Recall

- 12.04 In the event of a layoff, the most junior employee in the classification at the work location identified for layoff shall have the right to displace the most junior employee in the same classification in the same department who are assigned to a location. Failing such displacement, the employee shall be laid off with full rights of recall in accordance with this article.

If and when work becomes available within twenty-four (24) calendar months from the date of his/her layoff and provided he/she possesses the necessary qualifications to perform the work, such employee shall be recalled to work in order of seniority within the same position classification within the department.

- 12.05 An employee who resigns shall have the right to rescind his/her resignation, provided that he/she notifies his/her immediate supervisor in writing, with a copy to the Department Head concerned, within seven (7) calendar days of the date on which he/she tenders his/her resignation.

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

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

**Article 13
PROMOTIONS AND APPOINTMENTS**

Effective Until June 9, 2002

- 13.01A Part-time employees shall be eligible to respond to Job Calls as outlined in the full time Agreement between Local 79 and the City.
- 13.02A 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.
- 13.03A 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.

Effective June 10, 2002

effective date of this Agreement shall be June 10, 2002.

- 13.01B Employees covered by this Agreement shall have access to the Job Call procedure as set out in Article 15 of the Full-Time Collective Agreement between Local 79 and the City.
- 13.02B For the purposes of calculating seniority for appointments or promotions, 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.
- 13.03B Should a reversion under clause 15.13 in the Local 79 Full-Time Collective Agreement be necessary or requested by an employee who was employed in the Local 79 Part-Time Union B bargaining unit immediately prior to accepting a position in the Local 79 Full-Time bargaining unit, the employee will be reverted to his/her former classification in the Local 79 Part-time Unit B bargaining unit, and shall be credited to him/her the service standing to his/her credit at the time of reversion, including the service earned in the Local 79 Full-Time bargaining unit immediately prior to such reversion. Such service shall be designated as the employee's seniority pursuant to clause 1.01 of the Local 79 Part-Time Unit B Collective Agreement.

The employee shall be offered work in the same work area and/or program unit as he/she was employed in prior to becoming an employee in the Local 79 Full-Time bargaining unit, subject to the availability of work, with the objective that to the greatest extent possible, the employee is given the opportunity to work the hours they had worked prior to his/her promotion or appointment to a position in the Local 79 Full-time bargaining unit.

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 The Recording Secretary of 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, the Recording Secretary of 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
TRIAL PROGRAM – TEMPORARY FULL-TIME ASSIGNMENTS

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.

II ; Services (I ; II ;) Child ;

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.

Effective November 5, 2002, the City will grant paid leave of absence for a grievor to attend his/her Step Three grievance meeting(s).

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 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.

16.10 In the event that the parties do not agree to have the grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall 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.

16.11 The decision of the Department Head or the Director of Employee and Labour Relations, or Local 79 in the case of a management grievance pursuant to clause 16.22, 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.

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

- 16.13 Each of the parties hereto will bear the expenses of the nominee appointed to represent it and parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.
- 16.14 The Arbitrator or Arbitration Board shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.
- 16.15 Effective November 5, 2002, the City will grant paid leave of absence for a grievor to attend his/her arbitration hearing(s).
- 16.16 Effective November 5, 2002, employee witness(es) summoned to attend arbitration hearings by the Union will be granted unpaid leave by the City and their wages and any associated expenses will be paid by the Union.

Policy Grievances

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

Group G

- 16.18 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 r Dis Grievances

- 16.19 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

- 16.20 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/Discrimination or Harassment

16.21 Where an allegation is made by an employee that Article 6 (No Discrimination or Harassment) or 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

16.22 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

16.23 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.

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

16.25 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

16.26 Where an allegation is made that there has been an improper application, administration or violation in the matters of any benefit entitlement as provided for under this Collective Agreement, the grievance shall be initiated

at Step Three of the grievance procedure as set forth in this Article, within twenty (20) working days after such violation is alleged to have occurred.

**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
EXPEDITED MEDIATION PROCESS**

The parties agree that they have a desire to resolve differences in an expeditious manner. Therefore, we agree within ninety (90) days following September 24, 2002 to set up meetings to review all grievances outstanding and resolve as many as possible.

The parties will jointly agree which unresolved grievances will be brought before Mr. T. Armstrong to act as Mediator/Arbitrator to resolve these grievances. The parties will work out a process with the Mediator/Arbitrator for presenting facts and submissions in an expedited fashion.

Our goal would be to resolve all outstanding grievances and work towards a problem-solving environment.

**LETTER OF INTENT
DISPUTE RESOLUTION TRAINING**

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

**Article 17
LEAVE OF ABSENCE**

Bereavement Leave

- 17.01(a) An employee who is absent from work solely due to the death and/or funeral of the father, mother, father-in-law, mother-in-law, 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.
- 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.
- 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 (Effective until November 4, 2002)

- 17.02A Effective until November 4, 2002, each employee who is called to serve as a juror or is subpoenaed as a witness in a legal proceeding,
- (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.

Jury or Witness Service (Effective November 5, 2002)

- 17.02B Effective November 5, 2002, each employee who is called to serve as a juror or, except as provided in clause 16.16, is subpoenaed as a witness in a legal proceeding shall:
- (i) be granted leave of absence for such purpose, provided that upon completion of his/her jury or witness service such employee shall present to his/her Department Head a satisfactory certificate showing the period of such service; and
 - (ii) be paid his/her full salary or wages for the period of such jury or witness service provided that he/she shall pay to the Commissioner of Finance 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 regularly scheduled work day with the City or any monies received for meal allowance or travelling allowances; and
 - (iii) upon being released from jury or witness service in the forenoon of any day, immediately telephone his/her 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 XIV of the Employment Standards Act, 2000, S.O. 2000, as amended.
- 17.03(b) Pregnancy and/or parental leave for an employee who does not qualify under Part XIV of the Employment Standards Act, 2000, S.O. 2000, as amended, shall be granted upon the employee's request, and administered in accordance with the Act.
- 17.03(c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 17.03(a), or is granted in accordance with clause 17.03(b), shall be at the discretion of the 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.
- 17.03(f) Vacation and increment entitlement, where applicable, will not be reduced as a result of any period of Pregnancy and/or Parental Leave taken in accordance with 17.03(a) or 17.03(b) herein.
- 17.04(a) An employee who is eligible for pregnancy leave under clause 17.03(a) or an employee who requests and is granted pregnancy leave under clause 17.03(b), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:
- (i) For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City, and
 - (ii) For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of 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, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:
- (i) For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable), and
 - (ii) For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of the employee's 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 twenty-six (26) pay periods preceding the leave of absence to a maximum of twenty-six (26) pay periods, whichever is greater.

The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list produced in accordance with clause 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 postdated 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

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
ARTICLE 18

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

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.
- 18.02 Each employee of the City coming within the Local 79 Part-time Unit B bargaining unit who is engaged in work, the nature of which requires the use of safety boots or shoes, shall be supplied with safety boots or shoes, which shall be replaced as required.

Protective Clothing, Equipment and Wearing Apparel Committee

- 18.03 The City and Local 79 agree to establish a 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.

- 18.04 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.
- 18.05 The City will prepare a draft of the new protective clothing, wearing apparel and required equipment 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. At any point in the process, either party may ask for the assistance of a mediator.
- 18.06 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, R.S.C. 1985, as amended, the Highway Traffic Act, R.S.O. 1990, as amended or other **Statute(s)** or is charged or has a complaint laid against him/her which may result in discipline by his/her professional regulating organization arising out of an act 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 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 Section 279 of the Municipal Act, 2001, S.O. 2001, as amended. Whenever an action or other proceeding is brought against an employee, the employee is to advise the Insurance and Risk Management Section of the Treasury and Financial Services Division immediately with respect to such action or proceeding.
- 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, 1995, 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) An employee wishing to transfer to another Department or a Division within the same Department and within the same classification may submit twice per year, such request in writing to the Human Resources Division of the Corporate Services Department. Once an employee submits a transfer request it shall remain on file until such time that he/she is transferred or withdraws the transfer request.
- 24.01(b) An employee wishing to transfer to a different location within the same classification, within his/her Department or Division may submit twice per year, such request in writing to his/her Department Head. Once an employee submits a transfer request, such employee shall remain on the transfer list until such time that he/she is transferred or withdraws the transfer request.
- 24.01(c) Transfers shall be considered in order of the date on which the request is received by the Human Resources Division or the employee's Department Head, as the case may be. In the event that two or more requests are received on the same date, seniority shall be the determining factor providing the employee(s) is otherwise qualified.

LETTER OF INTENT
IN/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. If 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, S.O. 1997, as amended.
- 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 two (2) full-time Workers' Compensation/Rehabilitation Representatives 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 (~~1,820~~) paid hours", "nine hundred and ten (~~910~~) paid hours", "seventy (~~70~~) hours" and "seven (~~7~~) hours" respectively for employees in classifications where the normal full time hours are thirty-five (~~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 within 90 days of the issuance of the final award dated November 5, 2002 form a joint committee for the purpose of developing appropriate scheduling arrangements that are consistent with the operational needs of the City, in any division(s) in which Unit B members are employed. The City shall provide Local 79 with a copy of all current scheduling policies in advance of the first meeting of the joint committee.

- 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.

LETTER OF INTENT
PILOT PROJECT

Early Childhood Educator Grade II (ECE II) Pool Scheduling
Children's Services Division

The parties agree to participate in a Pilot Project involving the ~~two~~ (2) Early Childhood Educator, Grade II (ECE II) Pools in the Central Quadrant, commencing October 7, 2002 in accordance with the following terms and conditions:

1. Each ECE II assigned to these pools will indicate in writing on a form provided:
 - (a) his/her availability to work between the hours of 7:00 a.m. to 6:00 pm
 - (b) the days of the week on which he/she is available for work
 - (c) the age group(s) with which he/she is prepared to work
 - (d) any sites (within the employee's assigned pool) at which he or she does not wish to be assigned to work

Taken together, these will constitute the employee's "availability" for the purpose of offering work.

2. Employees may change their availability by submitting an amended availability form to the Centre Supervisor. A minimum of one week's written notice of any change in availability is necessary and must be submitted before the schedule for the following week is prepared. Longer notice would be preferable.
3. The seniority of the employees will be determined in accordance with Clause 12.03 (as updated on or about September 1, 2002, on about January 1, 2003, and on or about May 1, 2003).
4. Respecting the part-time nature of Unit B, it is understood that no employee can work more than the equivalent of 8 days (56 hours) per pay period. Any

employee who has worked 5 days (35 hours) in Week 1 can work no more than 3 days (21 hours) in Week 2. If they worked 4 days (28 hours) in Week 1, they could work no more than 4 days (28 hours) in week 2.

5. When a Pool Coordinator is unable to contact an ECE II to offer work, the work will then be offered to the next most senior employee.
6. It is agreed that once an assignment has been offered and accepted, the employee will remain on that assignment, even if another assignment later becomes available, it being understood that "assignment" herein does not include Full-time Temporary Assignments under Article 14.
7. It is understood that an assignment may not last as long as was originally expected (for example, if an absent employee returns to work earlier than anticipated).
- a. Work will be assigned in each of the two pools by seniority in two different streams ("Known Available Work and "Call-In Work), beginning with known available work.
9. Definitions:

"Known Available Work is the work that is known to be available as determined on the Thursday prior to the week in which it is available.

"Call-in Work" is work that is not known to be available by 6:00 p.m. on a Thursday for the following week. "Call-in Work can be for a partial day (less than seven hours) to five days (35 hours) and the nature of the work is that it is without notice.

10. n Available Work for the Following Week (for Week 1)

- (a) When the Pool Coordinator receives notice prior to 6:00 p.m. on Thursday of the work which will be available in the following week (Week 1), as early as feasible on Friday, he/she will offer the most senior ECE II in the pool the largest assignment which is consistent with his/her availability, up to a maximum of 35 hours for Week 1. For this purpose, two assignments at the same Site may be combined if they are on consecutive days (e.g. Monday-Tuesday-Wednesday plus Thursday-Friday, or Tuesday-Wednesday plus Thursday), even if the two assignments are for different age groups or replacing different absent staff.
- (b) The Pool Coordinator will offer the next largest assignment to the next most senior ECE II consistent with his/her availability, up to a maximum of 35 hours for Week 1, and so on until the known available work for Week 1 has been offered to members of the pool in order of seniority, consistent with their availability.
- (c) If a senior ECE II's availability does not allow him/her to be offered the largest assignment available at that time, and that assignment is therefore offered to the next most senior employee, the more senior "skipped" ECE II will be offered the

next largest assignment consistent with his/her availability, if one is available, before it is offered to another employee.

Call-In Work (During Week 1)

- (d) Once all the known available work for Week 1 has been offered in accordance with the foregoing procedure, the second stream of assignments (call-in work which occurs during Week 1) will be offered in order of seniority, beginning with the most senior employee next in line after the first stream was complete.
- (e) As Week 1 actually unfolds (including assignments which are communicated to the Pool Coordinator on Friday of the preceding week), call-in work would go to the most senior person in order on the list:
 - who is available for the assignment and
 - has not been scheduled for any work in that week.
- (f) If additional work is still available after the remaining members of the pool have been contacted, it may be offered to employees who have already been assigned work, provided that they are available for the additional work.

Known Available Work for the Following Week (For Week 2)

- (g) When the Pool Coordinator receives notice, prior to 6:00 p.m. on Thursday, of the work which will be available in the following week (Week 2), as early as feasible on Friday, beginning with the first ECE II in the pool who was not assigned known available work in the preceding week (Week 1), he/she will offer that ECE II the largest assignment which is consistent with his/her availability, up to a maximum of 35 hours for Week 2. For this purpose, two assignments at the same Site may be combined if they are on consecutive days (e.g. Monday-Tuesday-Wednesday plus Thursday-Friday, or Tuesday-Wednesday plus Thursday), even if the two assignments are for different age groups or replacing different absent staff.
- (h) The Pool Coordinator will offer the next largest assignment to the next most senior ECE II consistent with his/her availability, up to a maximum of 35 hours for Week 2, and so on until the known available work for Week 2 has been offered to members of the pool in order of seniority, consistent with their availability.
- (i) If a senior ECE II's availability does not allow him/her to be offered the largest assignment available at that time, and that assignment is therefore offered to the next most senior employee, the more senior "skipped" ECE II will be offered the next largest assignment consistent with his/her availability, if one is available, before it is offered to another employee.

Call-In Work (During Week 2)

- (j) Once all the known available work for Week 2 has been offered in accordance with the foregoing procedure, the second stream of assignments (call-in work which occurs during Week 2) will be offered in order of seniority, beginning with the most senior employee next in line after the first stream was complete.
 - (k) As Week 2 actually unfolds (including assignments which are communicated to the Pool Coordinator on Friday of Week 1), call-in work would go to the most senior person in order on the list:
 - who is available for the assignment and
 - has not been scheduled for any work in that week.
 - (l) If additional work is still available after the remaining members of the pool have been contacted, it may be offered to employees who have already been assigned work, provided that they are available for the additional work.
11. The foregoing pattern will continue on a rotating basis, ensuring that employees have access by seniority to both known available work and call-in work, until the list has been exhausted or for a period of up to four (4) weeks, whichever comes first, at which time the schedule will commence again at Week 1 beginning with the most senior employee.
 12. The Pilot Project will continue until September 30, 2003, unless terminated earlier by the City or by Local 79, each reserving the right to terminate the pilot project upon thirty (30) days' written notice after the first six (6) months of operation. If not so terminated, the Pilot Project may be extended for a further period of time beyond September 30, 2003, upon mutual agreement of the parties. The parties may agree to make changes in the terms at any time.
 13. At the time of the expiry or termination of the pilot project, or in any case after seven months of operation, all staff in the participating Pools, including the Site Supervisors and other full-time staff, will be asked to provide feedback and to provide written comments or suggestions. The responses will be provided to the Local 79 Unit Officer for Unit B and the Program Manager, DOCCS, to assist the parties in evaluating the model.
 14. The Director of Children's Services, the President of Local 79 and the Director of Employee & Labour Relations, and/or their designates, the Local 79 Unit B Unit Officer and other representatives as agreed, shall meet every six weeks to discuss and review the implementation of the Pool Pilot Project. This discussion and review shall occur at the same meetings as those arranged for the Site-Specific Pilot Project for CCAs.
 15. After September 2003, the Pilot Project shall be implemented in the remaining quadrants of Directly Operated Child Care Services over the remainder of the term of the Collective Agreement. It is understood that the City shall consult with

Local 79 regarding the schedule and process for implementation of the Pilot Project, within the meetings established herein.

16. Any issues arising out of the implementation of the Pilot Project which are not resolved at the Coordinator level will be referred to the Local 79 Unit Officer for Unit B, and the Program Manager, DOCCS, who will discuss and resolve the issues. Any such issues shall not be subject to the grievance and arbitration procedure, during the initial phase of the Pilot Project in the Central Quadrant (i.e., until September 2003), or during the initial phase of the Pilot Project in each of the other Quadrants. Mediator/Arbitrator, Tim Armstrong will remain seized of any disputes (including the desire of either party to terminate the pilot after six (6) months) between the parties arising out of Pilot Project during the term.
17. Nothing in this Pilot Project shall affect or limit management's ability to utilize full-time staff (temporary or permanent) or its rights to utilize the Trial Program – Children's Services (Article 14).

**LETTER OF INTENT
PILOT PROJECT**

**Child Care Aide (CCA) Site-Specific Scheduling
Children's Services Division**

The following Pilot Project will be implemented on a Site basis effective January 6, 2003, for Unit B Child Care Aides assigned to the Child Care sites listed below:

- Alexandra Park CCC
- Bellevue CCC
- Blake CCC
- Davisville CCC
- Glen Road CCC
- Jesse Ketchum CCC
- Regent Park CCC

1. Each Child Care Aide (CCA) assigned to one of the above Sites will indicate in writing on a form provided:
 - a. His/her availability to work morning and/or afternoon hours
 - b. His/her preference(s) as to age group
2. Employees may change their availability by submitting an amended availability form to the Centre Supervisor. A minimum of one week's written notice of any change in availability is necessary and must be submitted before the schedule for the following week is prepared. Longer notice would be preferable.

3. The Centre Supervisor will determine the level of CCA staffing which is anticipated to be required in the following week, and post a schedule by Thursday of the week before the schedule is effective.
4. In the event that a regularly assigned CCA is absent, wherever possible the day's work "slot" will be first offered to the other CCAs assigned to that Site (and not already scheduled for conflicting hours), in order of seniority, where practicable, provided that the employee has indicated a willingness and has the ability to work with the age group in which the work is available.
5. The seniority of the employees will be determined in accordance with Clause 12.03 (as updated on or about September 1, 2002, on or about January 1, 2003, and on or about May 1, 2003).
6. It is understood that changes in arrival/departure times, other than staff arriving later/leaving earlier, delays in children's busing to/from school, inclement weather, etc., may result in CCAs being asked to work longer than initially scheduled from time to time.
7. When additional regularly assigned work becomes available in a Child Care Site (for example, as a result of increases in enrollment, changes in attendance patterns, or because a CCA has left), it will be first offered to the other Unit B employees in that classification assigned to that Site in order of seniority, provided that the employee has indicated a willingness and has the ability to work with the age group in which work is available.
8. It is also understood that circumstances may affect the amount of work available from week to week, or indefinitely. Examples would include changes in enrolment patterns, arrival/departure times, full-time staff shift arrangements, attendance patterns, or the impact of illness on the Site. When the amount of work decreases, the remaining work will be allocated each week to CCAs on the basis of seniority, subject to the employee's willingness and ability to work with the age group in which the work is available.
9. At the time of the expiry or termination of the pilot project, or in any case after seven months of operation, all staff in the participating Sites, including the Site Supervisors and other full-time staff, will be asked to provide feedback and to provide written comments or suggestions. The responses will be provided to the Unit Officer for Unit B and the Program Manager, DOCCS, to assist the parties in evaluating the model.
10. The Director of Children's Services, the President of Local 79 and the Director of Employee & Labour Relations, and/or their designates, the Local 79 Unit B Unit Officer and other representatives as agreed, shall meet every six weeks to discuss and review the implementation of the Site-Specific Pilot Project. This discussion and review shall occur at the same meetings as those arranged for the Pool Pilot Project for ECE IIs.

11. After September 2003, the Pilot Project shall be implemented in the remaining Directly Operated Child Care Service Sites over the remainder of the term of the Collective Agreement. It is understood that the City shall consult with Local 79 regarding the schedule and process for implementation of the Pilot Project, within the meetings established in section 10 herein.
12. Any issues arising out of the implementation of the Pilot Project which are not resolved at the Coordinator level, will be referred to the Local 79 Unit Officer for Unit B, and the Program Manager, DOCCS, who will discuss and resolve the issues. Any such issues shall not be subject to the grievance and arbitration procedure, during the initial phase of the Pilot Project in the Central Quadrant (i.e. until September 2003), or during the initial phase of the Pilot Project in each of the other Quadrants. Mediator/Arbitrator Tim Armstrong will remain seized of any disputes (including the desire of either party to terminate the pilot after six (6) months) between the parties arising out of the Pilot Project during the term.

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 re-assigned 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 two (2) full-time Local 79 Health and Safety representatives whose responsibilities will include the co-ordination of the Health and Safety Committee, hazard analysis and the training of members.

LETTER OF INTENT
HEALTH AND SAFETY

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

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

LETTER OF INTENT
HEALTH AND SAFETY POLICIES

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

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

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

Article 29
LUNCH AND REST PERIODS

- 29.01 All employees shall be afforded an unpaid lunch period of not more than one (1) hour duration between the third (3rd) and fifth (5th) hour of his/her shift except in the case of an emergency, when such lunch period shall be at the discretion of the immediate supervisor of such employees, but shall not be

unreasonably withheld. It is agreed and understood that the City shall be the sole judge of what constitutes an emergency.

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

- 29.02 Each employee shall be afforded rest periods of fifteen (15) minutes as may be decided by the Supervisor and the rest periods for those employees shall be during the first four (4) hours and the second four (4) hour periods respectively.

LETTER OF INTENT LUNCH AND REST PERIODS

The parties shall meet during the term of the Collective Agreement to discuss the development of a policy in Children's Services, and other divisions, as required to deal with the scheduling of lunch and rest periods, with consideration given to operational needs and employee preferences.

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 and/or authorized to use his/her automobile on business of the City, the City shall pay to such employee an allowance of forty-two cents (\$0.42) per kilometre actually travelled in the course of transacting the business of the City.

Effective January 1, 2003, whenever an employee is required and/or authorized to use his/her automobile on business of the City, the City shall pay to such employee an allowance of forty-four cents (\$0.44) per kilometre actually travelled in the course of transacting the business of the City.

Effective January 1, 2004, whenever an employee is required and/or authorized to use his/her automobile on business of the City, the City shall pay to such employee an allowance of forty-six cents (\$0.46) 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 (\$0.42) per kilometre shall be paid to an employee authorized to use his/her automobile to travel to a temporary work assignment at a work location outside the City of Toronto boundaries. The allowance is for each kilometre 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, Rouge River/Little Rouge River and Pickering Town Line on the east and Etobicoke Creek, Eglinton Avenue West and Indian Line on the west.

Effective January 1, 2003, mileage allowance of forty-four cents (\$0.44) per kilometre shall be paid to an employee authorized to use his/her automobile to travel to a temporary work assignment at a work location outside the City of Toronto boundaries.

Effective January 1, 2004, mileage allowance of forty-six cents (\$0.46) per kilometre shall be paid to an employee authorized to use his/her automobile to travel to a temporary work assignment at a work location outside the City of Toronto boundaries.

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

**LETTER OF INTENT
TRANSPORTATION**

Where an employee in the past has not been expected to have access to a personal vehicle, 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, 2002, until and including the 31st day of December, 2004, 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.

**Article 34
EXTENDED HEALTH CARE/DENTAL/GROUP LIFE INSURANCE**

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.

Extended Health Care Benefits

- (i) Extended Health Care Benefits as per the full-time Collective Agreement, excluding the following:
 - (A) out of country emergency medical coverage
 - (B) semi-private hospitalization coverage
 - (C) orthotics/orthopedic shoes
 - (D) private duty nursing

- (E) paramedical services (e.g. licensed physiotherapists, psychologists, masseurs, speech therapists, osteopaths or podiatrists/chiropractors, or chiropractors)
- (ii) Effective November 05, 2003 Paramedical services will be included as follows:
- (A) services of a licensed chiropractor, osteopath, podiatrist, chiropractist, speech therapist or masseur (after OHIP ceases to pay for treatment) to a maximum of \$250.00 per person per benefit year, per specialty to an overall maximum of one thousand dollars (\$1,000.00) per person combined per benefit year,
 - (B) services of licensed or registered physiotherapist to a maximum of \$2,000.00 per person per benefit year.
 - (C) services of a licensed psychologist to a maximum of three hundred dollars (\$300.00) per person per benefit year.

Dental Care Plan

- (iii) Dental Care Plan as per the full-time Collective Agreement, excluding the following:
- (A) orthodontics
 - (B) caps/crowns
 - (C) fixed bridges/bridgework
 - (D) gold fillings
 - (E) inlays/onlays

Group Life Insurance

- (iv) Group Life Insurance in the amount of three thousand dollars (\$3,000).

Group Life - Spouse

- (v) The City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life Insurance up to a maximum of two hundred thousand (\$200,000) dollars for the dependent or two hundred thousand (\$200,000) dollars for the employee with a dependent. The employee shall pay one hundred (100%) per cent of the cost and individual coverage is subject to approval by the insurer.

Group Life - Dependants

- (vi) The City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life Insurance up to a maximum of two hundred thousand (\$20,000) dollars for each child of the employee, with a maximum of two hundred thousand dollars. The employer shall pay

one hundred (100%) per cent of the premiums and individual coverage is subject to approval by the insurer.

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) or 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 Workplace Safety and Insurance 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 (9) 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-enrol 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.

Change of Address

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

Change of Marital Status or Dependents

- 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.

Change in Carrier

34.04 Should there be a change of carrier of any or all of the employee benefits set forth in this Article, such change of carrier shall not itself result in a change in benefit levels.

Benefit Plan Book

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

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

LETTER OF INTENT

AND PREMIUM

Six (6) weeks prior to the implementation of new premium rates, the City shall meet with Local 79 to discuss the criteria used to determine the new rates.

Six (6) months after the end of each benefit year, the City shall provide to Local 79 general written utilization information, including costs, for each benefit. At Local 79's request, the City shall meet with Local 79 to discuss such information.

**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 employed as of May 11, 2000, 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 for 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 System Act, R.S.O. 1990, as amended and the Pension Benefits Act, R.S.O. 1990, as amended. If a process is developed, it is agreed that all pension contributions shall be borne by the City.

LETTER OF INTENT
PENSIONS – OTHER THAN CONTINUOUS FULL-TIME EMPLOYEES

All other-than-continuous-full-time employees captured under clause 37.02 who have not already joined OMERS shall, on a yearly basis, be notified in writing of his/her right to elect to join the OMERS pension plan, if in the previous two (2) consecutive years he/she has:

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

The notification will include information about OMERS, including any buy back provisions. It will inform the employee that he/she has the ability to buy back at his/her cost any prior service with the City, a predecessor of the City, or any OMERS participating employer. It will include the necessary forms for the employee to initiate a buy back quote from OMERS. The employee may obtain the buy back quote directly from OMERS or through the assistance of the City.

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
I 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
LETTERS OF INTENT

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

Article 39
PRESERVATION OF CITY PROGRAMS

39.01 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
ECHNOLOGICAL 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 40
EMPLOYMENT EQUITY**

- 40.01 The City and Local 79 acknowledge that employees should be provided with fair and equitable access to employment opportunities and in this regard the parties agree that they shall continue to discuss employment equity issues. Priority items shall include, but not be limited to:
- (i) City-wide promotion system;
 - (ii) Increasing the range of opportunities for permanent jobs;
 - (iii) Ensuring access to employment opportunities for all employees of the City;
 - (iv) Promotion as opposed to alternate rate;
 - (v) Improving training and development opportunities for all employees;
 - (vi) Career planning;
 - (vii) Recognizing equivalents to academic credentials; and
 - (viii) Career-related leaves and educational opportunities.

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

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

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

- (i) educational workshops including the Collective Agreements, health and safety, pensions, harassment, discrimination, human rights, conflict resolution, problem solving and others;
- (ii) training to limit potential injuries in the workplace, including stress management;
- (iii) the identification of current and future training needs and career development options;

- (iv) job rotation, secondment and cross training;
- (v) centralized and decentralized career development centres,
- (vi) introduction of audio/visual presentations by special programs, speakers and others;
- (vii) peer mentoring programs;
- (viii) access to bursaries, grants and scholarships to enhance career-pathing; and
- (ix) arrangements regarding leaves of absence and variable/alternative hours of work to accommodate career-pathing and/or self improvement.

LETTER OF INTENT
TUITION REIMBURSEMENT

The City will ensure that the City policy concerning Tuition Reimbursement, as it may be amended from time to time, is accessible to employees in the Part-time Unit B.

LETTER OF INTENT
EDUCATIONAL OPPORTUNITY

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

Article 42
LABOUR-MANAGEMENT COMMITTEE

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

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

An agenda of the subjects to be discussed will be submitted at least five (5) working days before the day agreed upon for the meeting. The Labour-Management Committee shall meet as required upon notification by either party, but in any event, the Committee shall meet at least once every three (3) months.

LETTER OF INTENT
LABOUR MANAGEMENT SUB-COMMITTEES

The parties agree that from time to time the establishment of sub-committee(s) may be necessary. To this effect the parties agree to establish sub-committees in Parks and Recreation, Public Health, Hostels and Culture. The parties further agree that the establishment of sub-committees is not limited to these departments/divisions.

Where it is determined by the committee that a sub-committee be established, each party shall select committee representatives to jointly develop and implement appropriate terms of reference for the functioning of the sub-committee.

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

Article 43
PAY EQUITY

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

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

The parties agree as follows:

- (a) The parties agree to abide by the provisions of the Pay Equity Act, R.S.O. 1990, as amended.
- (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, R.S.O. 1990, as amended.

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

The parties acknowledge the need to develop a comprehensive pay equity plan pursuant to the Pay Equity Act, R.S.O. 1990, as amended. The City shall maintain the pay equity reserve fund established under the predecessor collective agreement for the purpose of providing for pay equity adjustments for employees in the Local 79 bargaining unit. Any amount left in the fund after providing for these adjustments will be returned to the City.

**LETTER OF INTENT
DOMESTIC VIOLENCE**

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

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

**LETTER OF INTENT
JOINT COMMITTEES**

Where an Article, Clause or Letter of Intent in any of the Local 79 Collective Agreements makes reference to a committee that will address matters which are applicable to 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.

**LETTER OF INTENT
MERGER**

The parties agree to establish within ninety (90) days of the issuance of the Final Award dated November 5, 2002, a committee for the purpose of discussing the possibility of merging the three (3) part-time collective agreements.

**LETTER OF INTENT
MOVEMENT BETWEEN IG UNITS**

The parties shall meet within ninety (90) days of issuance of the Interim Award dated August 22, 2002 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
LEGISLATIVE CHANGE**

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

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

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

**LETTER OF INTENT
REDIRECTION OF CHILD CARE**

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
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. At any point in the joint process, either party may ask for the assistance of a mediator.

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

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

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

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

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

LETTER OF INTENT
EMPLOYEE ASSISTANCE PROGRAM

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

LETTER OF INTENT
SHIF

In the event that either the City or Local 79 identify a need for alternative shift arrangements for employees covered by this Collective Agreement, other than those employees covered by Appendix "A", the parties agree to meet to discuss such shift arrangements

AMBULANCE APPENDIX "A"
Toronto Emergency Medical Services (Ambulance) Division

The following appendix shall be effective January 1, 2003.

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

- ◆ A normal working shift shall be defined as comprising twelve (12) consecutive hours of work. The normal work week shall be based on an employee not being required to work in excess of two hundred and forty (240) hours during a six (6) week cycle.
- ◆ The overtime rate of time and one-half (1 ½) the regular rate shall be paid to an employee for all hours worked in excess of his/her scheduled twelve (12) hours for such shift and for all hours worked on any day other than a scheduled working day.
- ◆ Payment for designated holiday and the payment and calculation of vacations, sick pay credits and the Workplace Safety and Insurance Benefit shall be based on the twelve (12) hour working day (i.e. three (3) weeks vacation is equivalent to one hundred and twenty (120) hours).

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Signed at Toronto this 17th day of December, 2002 on behalf of:

THE NEGOTIATING COMMITTEE OF THE
CITY OF TORONTO

Briette Hohn (signed)

Catherine Bossuyt (signed)

Lynda Cuffe (signed)

Rhonda Hamel-Smith (signed)

Jayne Allan (signed)

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

Ann Dembinski (signed)

Russ Armstrong (signed)

David Kidd (signed)

Nancy Murphy (signed)

Steve Kenney (signed)

George Alexopoulos (signed)

Zoriana Aronec (signed)

Yvonne Bell (signed)

Vivolyn Blair (signed)

Carol Chavez (signed)

Deborah Dixon (signed)

Bob Feeney (signed)

Kathleen Figueroa (signed)

Doug Jones (signed)

Tim Maguire (signed)

Rita Messner (signed)

Sonia Moodie (signed)

Mary Steeves (signed)

Doug Stewart (signed)

Janice Stoveld (signed)

Fred Taylor (signed)

Derek Lue (signed)
ASSIGNED CUPE REPRESENTATIVE

WITNESS

Tim Armstrong (signed)
TIM ARMSTRONG

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C.U.P.E. LOCAL 79

PART-TIME AGREEMENT, UNIT "B"

Memorandum of Agreement Items

January 01, 2002 to December 31, 2004

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

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**Article 8
WAGES AND SALARIES**

Wages

Effective January 1, 2002, increase the rates for all classifications payable on December 31, 2001, by 3.0%.

Within 90 working days or as soon as reasonably possible following issuance of the Interim Award dated September 24, 2002, said wage increase shall be implemented and each active employee shall receive retroactive pay on 2002 earnings less statutory deductions required by law.

Within 90 working days or as soon as reasonably possible following issuance of the Interim Award dated September 24, 2002, the City shall transmit retroactive pay on 2002 earnings less statutory deductions required by law to all employees who left the employ of the City between January 1, 2002 and September 24, 2002.

Effective January 1, 2003, increase the rates for all classifications payable on December 31, 2002 by 3.0%.

Effective January 1, 2004, increase the rates for all classifications payable on December 31, 2003 by 3.0%.

If the City of Toronto and C.U.P.E. Local 416 settle for a higher compounded wage increase than 9.27% for the calendar years 2002, 2003 and 2004, the City agrees to increase the above wage increase to match that agreement.

Alternate Rate Review

The parties agree to amend the Letter of Intent on Alternate Rate Review in the Full-Time Collective Agreement to reflect that the Review of Alternate Rate Assignments includes positions/employees from the Part-Time bargaining units.

**Article 11
VACATION PAY**

WITHOUT PREJUDICE

MEMORANDUM OF AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 79
(hereinafter "Local 79")

AND

CITY OF TORONTO
(hereinafter the "City")

Whereas Local 79 and the City are parties to a Collective Agreement covering part-time employees – Unit "B"; and

Whereas the parties agreed to a Letter of Intent – Vacation Banking;

Now Therefore Local 79 and City agree as follows:

1. Effective 30 calendar days following the signing of this Memorandum, the following process for vacation pay and vacation leave for employees covered by the Unit "B" Collective Agreement is as follows:

**Article 11
VACATION PAY AND VACATION LEAVE**

Duration of Employment	Vacation Pay
Not yet completed 2,080 paid hours	4% of gross pay annually
Upon completion of 2,080 paid hours	6% of gross pay annually
Upon completion of 17,760 paid hours	8% of gross pay annually

11.02B Each employee who has completed twelve (12) calendar months of employment with the City shall be entitled to two (2) weeks vacation time annually. Vacation pay shall be in accordance with 11.04B below.

11.03B Each employee who has completed 2,080 paid hours shall be entitled to three (3) weeks vacation time annually. Vacation pay shall be in accordance with 11.04B below.

11.04B The per cent of gross pay as described in 11.01B will be referred to as "vacation pay". The employee shall choose one of the following three ways of receiving payment of the vacation pay:

(a) receive vacation pay on each bi-weekly pay, in the year it is earned

OR

(b) bank the vacation pay and receive a lump-sum payment semi-annually in June and December of the year it is earned

OR

(c) bank the vacation pay for use as paid time off in the following calendar year.

The employee must inform Payroll, through a form to be provided, which option the employee wishes to be enrolled in. Once that form is received by Payroll vacation banking, if chosen, will commence.

11.05B Paid vacation leave shall be scheduled in accordance with operational requirements and must be taken prior to the end of the calendar year. Seniority will be taken into consideration for determining employee preferences.

11.06B Should the employee choose option (c) of clause 11.04B the following will apply:

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

(b) At the beginning of each year the employee will be notified by Payroll of the dollar amount of the vacation bank available in that year.

(c) Any vacation pay owing at the end of the year (which had been earned in the previous calendar year) will be paid out and may not be carried over to the next calendar year.

1 ■ 07B Where the employee chooses option 11.04B(a), (b) or (c) the vacation pay shall be divided by the employee's hourly rate and the resultant calculation

of hours paid shall be credited to the employee's service and seniority hours accordingly, each pay period.

11.08B If an employee chooses to change options available under 11.04B the employee must inform Payroll, using the appropriate form, no later than June 30th to begin banking vacation pay in the next calendar year or to begin receiving vacation pay bi-weekly in the next calendar year.

11.09B A designated holiday which falls within a vacation period shall not be considered as a day of vacation.

1 ■ 10B The terms of the Memorandum of Agreement are grievable by either party.

DATED AT TORONTO this 3rd day of May, 2004

FOR LOCAL 79

Nancy Murphy (signed)

Derek Lue (signed)

FOR THE CITY

Catherine Bossuyt (signed)

Rahim Shamji (signed)

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**Article 12
SENIORITY**

Confirmation of Employee's Seniority Date

An employee who has been notified of his/her seniority in accordance with clause 12.01(f) may, in conjunction with Local 79, challenge such seniority if he/she has sufficient documentation to support such challenge. In the event of such challenge, Local 79 will write to the Director of Employee and Labour Relations within sixty (60) working days of the employee's receipt of his/her seniority information, requesting a meeting and the Director of Employee and Labour Relations shall review such documentation and render a decision in writing. Where the matter is still not resolved, the Union may file a grievance on behalf of the employee at Step 3 within twenty (20) working days of receiving the decision of the Director of Employee and Labour Relations.

Posting of Lists on the Intranet

February 15, 2000.

Ms. Anne Dubas
President
Local 79

Dear Ms. Dubas:

Re: Posting Seniority Lists and the Collective Agreement

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

**Article 16
GRIEVANCE PROCEDURE**

Retention

To: General Manager
From: M. Moffatt, Acting Director, Employee and Labour Relations
Date: May 10, 2002
Subject: Documentation Retention

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

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

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

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.

M. Moffatt
Acting Director
Employee and Labour Relations

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**Article 17
LEAVE OF ABSENCE**

Bereavement leave

January 20, 2003

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

Dear Ms. Dembinski:

It has recently come to my attention that none of the Local 79 collective agreements are clear that step parents, step brothers and sisters and step children are covered for bereavement leave purposes. I and my colleagues are quite aware that over the past rounds of bargaining with Local 79, the City bargaining team maintained that these relatives would be covered. This letter is to confirm this in writing.

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

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

Yours sincerely,

Catherine Bossuyt
Sr. Co-ordinator
Employee and Labour Relations

Article 33
PRINTING OF THE COLLECTIVE AGREEMENT

Printing Special Formats

July 22, 1999

Ms. Anne Dubas
President
Local 79

Dear Ms. Dubas:

Re: Large Print and Braille Format

Further to our discussion during negotiations on July 21, 1999, in which you identified the need for the 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 and Labour Relations

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**Article 34
EMPLOYEE BENEFIT PLANS**

NOTE: Local 79 and the City acknowledge that the following administrative practices as set out in the Memorandum of Agreement Item Only. Letters following are agreed to and shall be included in the benefit plan book.

Administrative :

Date: October 20, 2000

To: Benefits Administration Advisory Group

From: Ivana Zanardo

Re: Mixture/Compounds

I am reiterating below, the information that was provided by Bev Nelson regarding eligible and ineligible compounds. An eligible compound under manuscript is:

- A mixture/compound that contains a drug that bears a valid DIN, regardless of the prescription status.
- A mixture/compound that contains a raw material, regardless of the prescription status of the raw material.

Not covered are:

- A mixture/compound that is considered experimental/investigational; or
- A mixture/compound that is contractually excluded under the plan (ie, if a plan excludes sexual dysfunction drugs [This contract does not]) then the extemporaneous preparation to treat sexual dysfunction would not be eligible for consideration.

The rationale for not covering compounds comprised of vitamins and minerals, (ie, magnesium, calcium, etc.) is:

- It is not our intent to cover products that mimic over-the-counter products, or those products that are contractually excluded under the plan (ie, General Public Products, experimental, etc.)

Ivana Zanardo
Director
Pensions, Payroll and Employee Benefits

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February 4, 2002

Ms. Kathleen Figueroa
CUPE Local 79
Benefits Monitoring Committee

Dear Ms. Figueroa:

RE: Sclerotherapy

This is to confirm the administration of sclerotherapy injections for members of CUPE Local 79.

Manulife Financial, as part of an administrative update, advised its clients that sclerotherapy injections would no longer be covered effective June 1, 2001 due to the fact that the Ministry of Health had advised that the treatment is considered cosmetic in nature. Prior to this time, Manulife Financial would pay for the cost of the eligible drug up to \$15.00.

This is to confirm that Manulife Financial will continue to pay for sclerotherapy drugs up to \$15.00, as long as it meets the definition of a compound.

Yours truly,

Celine Chiovitti
Manager
Benefits & Employee Services



February 4, 2002

Ms. Kathleen Figueroa
CUPE Local 79
Benefits Monitoring Committee

Dear Ms. Figueroa

RE: Dental Benefits – Bonded Fillings

This is to confirm the administration of bonded and non-bonded fillings for members of CUPE Local 79.

Bonded fillings incorporate material that bonds the fillings to the tooth surface. Both bonded and non-bonded amalgams bond to the tooth. Manulife Financial will allow for payment up to the current Ontario Dental Association Fee Guide for General Practitioners for both bonded and non-bonded fillings.

Yours truly,

Celine Chiovitti
Manager
Benefits & Employee Services

Optional Group Life

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 34.01(a)(iii) 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.

MEMORANDUM ITEM ONLY

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

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

Dear Anne Dubas:

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

"It is recommended that:

(1) a working group, comprised of the following, be established to develop Terms of Reference and a process for the selection of a benefits carrier for City of Toronto employees:

- two members of Council to be appointed by the Mayor
- the Chief Financial Officer and Treasurer;
- representatives from the office of the Chief Administrative Officer
- one representative each from the following organisations:
 - Local No. 79
 - Local No. 416
 - the City of Toronto Administrative, Professional and Supervisory Association Incorporated (COTAPSAI); and
 - the Toronto Firefighters' Association:

(2) the working group be requested to submit its report to the Administration Committee within three months time; and

(3) in the interim, the existing benefits administration contracts continue."

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

Thank you.

Yours truly,

M. Garrett

Process for the Placement of Employees and/or Positions into the Appropriate Bargaining Unit

During the term of this Collective Agreement, Local 79 and the City will develop a process to ensure that employees and/or positions currently covered by any of the 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.

Access to Child/Elder Care

February 15, 2000

Ms. Anne Dubas
President
Local 79

Dear Ms. Dubas:

Re: Access to Child Care and/or Elder Care

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.

Yours very truly,

Harold M. Ball
Director,
Employee & Labour Relations

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-M15-

CITY OF TORONTO POLICIES

The attached City of Toronto policy was in place at the time the City and Local 79 agreed to append it to the Memorandum of Agreement. For the most up-to-date version of this and other City of Toronto policies, please log on to the City of Toronto intranet website.

CITY OF TORONTO
PARKING POLICY FOR EMPLOYEES WITH DISABILITIES

Policy

It is a requirement of the Ontario Human Rights Code to accommodate the needs of people with disabilities in a manner which most respects their dignity, if to do so does not create undue hardship. The Corporation of the City of Toronto, in accordance with the Human Rights Code, fully supports the principle of accommodation in the workplace.

Procedure

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

- The applicant has a disability which can be either permanent or temporary
- The applicant cannot walk unassisted for more than 200 metres (218 yards)
- The applicant cannot walk this distance unassisted without great difficulty or danger to health or safety
- The use of any form of public transportation including Wheel Trans is not a viable option.

For the purpose of obtaining parking privileges without cost, employees will be placed in one of ~~two~~ categories.

➤ **Permanent:**

An employee in this category, upon completion of an assessment with the City physician, will not require any further proof of disability.

➤ **Temporary:**

An employee in this category will be considered for a parking space for a limited time and will be subject to reassessment if extensions are requested.

In order to process your request for a parking space, the attached certificate must be completed by the City physician.

-W1-

WAGE SCHEDULE

LOCAL 79 PART-TIME UNIT B

AND

CITY OF TORONTO

The following wage schedule (Schedule 1) – January 1, 2002 – December 31, 2002, January 1, 2003 to December 31, 2003, and January 1, 2004 – December 31, 2004) are illustrative of the classifications and wage rates (expressed as hourly rates) as known to the parties as of January 2002. For clarity, the Unit B wage schedule 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 Schedule 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.

The wage and salary information is based on positions in effect as of January 1st, 2002. Any change to the position information and rates set out in this schedule, subsequent to the January 1st date, will be added upon renewal of the Collective Agreement.

-W2-

Schedule 1-- January 1,2002-December 31, 2002

Man.	Position Title	PSG	1	2	3	4	5	6	7	8	9	10	11	12	13
ME	Activities Organizor	727	\$18.56	\$19.36	\$20.09										
TO	Aids Hotline Operator	F08001	\$23.10	\$24.17	\$25.27	\$26.36									
TO	Archivist	F01001	\$26.36	\$27.45	\$28.56	\$29.65									
TO	Area Personnel & Payroll Clerk	F00579	\$21.98	\$23.10	\$24.17	\$25.27									
TO	Area Services Clerk	F02076	\$18.74	\$19.80	\$20.90	\$21.98									
ME	Booth Attendant Sweap Wks	2154	\$13.03												
ME	Bylaw Investigator Transptn	1616	\$23.83	\$24.27	\$25.24	\$26.07									
ME	Chem Std-Hshld Hazardous Wst	2152	\$12.10												
ME	Chief Booth Attendant (Sweap)	2160	\$19.29												
ME	Child Care Aide	2104	\$12.10												
ME	Cleaner - Light Duties	277	\$16.56	\$17.30											
ME	Cleaner-Heavy Duties	23	\$17.30												
SC	Clerk	E50640	\$14.58	\$14.91	\$15.23	\$15.57	\$15.91	\$16.27	\$16.62	\$16.97	\$17.32	\$17.67	\$18.03	\$18.73	\$19.42
ME	Clerk Grade 1	P00127	\$22.51	\$23.35	\$24.24	\$25.34									
ME	Clerk Grade 2	85	\$19.59	\$20.05	\$21.02	\$21.79									
ME	Clerk Grade 2	P00085	\$19.59	\$20.05	\$21.02	\$21.79									
ME	Clerk Grade 3	14	\$17.18	\$17.92	\$18.83	\$19.93									
ME	Clerk Grade 4	10	\$15.32	\$15.89	\$16.77	\$17.56									
ME	Clerk Grade 5	2	\$13.06	\$13.20	\$13.59	\$14.13	\$14.49	\$15.21							
ME	Clerk Grade 5	1566	\$14.40	\$15.09	\$15.84	\$16.56									
ME	Client Service Worker	388	\$18.85	\$19.47											
ME	Clk Trainee Temp 35 Hrs	833	\$15.32												
ME	Community Nutrition Assistant - P/T	S00029	\$19.30	\$19.97	\$20.75	\$21.35									
ME	Computer Operator	1170	\$20.29	\$21.35	\$22.39	\$23.46									
TO	Conservator	F01005	\$26.36	\$27.45	\$28.56	\$29.65									
ME	Cook Grade 1	1419	\$16.03	\$16.64	\$17.39										
ME	Day Care And Recreational Asst	2015	\$12.10												
ME	Day Care Housekeeper	1328	\$17.39												
NY	Dental Asst Ft (25hr/Wk) 10mth	PDF003	\$18.88	\$19.55	\$20.33	\$21.00									
ME	Dietary Aid - Grade 2	30	\$15.52	\$16.25											
TO	District Public Health Nurse	F00513	\$28.56	\$29.65	\$30.71	\$31.83									
ME	Early Childhd Edutr Gr 2	514	\$18.35	\$18.90	\$19.52	\$20.09									
ME	Early Childhd Edutr Grd 2 Cas	2181	\$20.58	\$21.13	\$21.73	\$22.32									
ME	Elections Assistant	S00028	\$20.03	\$21.03	\$22.04	\$23.04	\$24.03	\$25.04							
ME	Emergency Medical Dispatcher	465	\$25.93												

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Schedule 1-- January 1, 2002-December 31, 2002

Year	Position Title	FSC	1	2	3	4	5	6	7	8	9	10	11	12	13
TO	Energy Consultant	F08023	\$30.71	\$31.83	\$32.93	\$34.01									
ME	Engineering Assistant	1503	\$17.91	\$18.84	\$19.72	\$20.99									
ME	Engineering Technician	1502	\$20.96	\$21.67	\$22.68	\$23.91									
ME	Exhibit Rep-Festival Of Future	2184	\$19.29												
ME	Fitness Instructor (Casual)	2177	\$16.21												
ME	Food Services Worker	1827	\$15.15	\$15.52	\$15.89	\$16.25									
ME	Food Services Worker	P01827	\$15.15	\$15.52	\$15.89	\$16.25									
TO	Health Promotion Consultant	F00568	\$31.83	\$32.93	\$34.01	\$35.11									
TO	Home Visitor - Par. Help. Par.	F00553	\$17.72	\$18.74	\$19.80	\$20.90									
NY	Junior Drafting Tech/Engineer - Student	CIS006	\$17.89												
ME	Junior Engineering Assistant	3	\$13.95	\$14.47	\$14.58	\$15.19	\$15.67	\$16.25							
SC	Kennel Attendant	SCC025	\$18.79												
TO	Law Clerk Conveyancer	F02050	\$21.98	\$23.10	\$24.17	\$25.27									
TO	Legal Secretary-Litigation	F02048	\$20.90	\$21.98	\$23.10	\$24.17									
ME	Licensing Enforcement Officer	570	\$23.83	\$24.27	\$25.24	\$26.07									
TO	Mail Courier	F02330	\$19.80												
TO	Mat. Supply Clk.- Warehse (R)	F02210	\$16.40	\$17.32	\$18.25	\$19.24									
ME	Meeting Room Attendant (Csd)	1712	\$14.47	\$15.03	\$15.61	\$16.22									
ME	Microcomputer Technician	1264	\$20.45	\$21.22	\$22.01	\$22.84									
TO	P. Hlth Nurse Sex.Tr. Diseases	F00521	\$28.56	\$29.65	\$30.71	\$31.83									
ME	Packer Metro Hall Ex Csd	2176	\$12.18												
ME	Prosecutor	1256	\$26.60	\$27.59	\$28.41	\$29.68									
TO	Pub Hlth Diet. H Babies Poss.	F00566	\$27.45	\$28.56	\$29.65	\$30.71									
ME	Public Cnsltn Asst Wks	2179	\$19.66												
ME	Real Estate Clerk	1617	\$26.60	\$27.59	\$28.41	\$29.68									
ME	Registered Nurse	1122	\$25.30	\$26.38	\$27.27	\$28.18	\$29.06								
ME	Registered Nurse	P01122	\$25.30	\$26.38	\$27.27	\$28.18	\$29.06								
TO	Registered Nurse - Immunizat.	F00522	\$25.27	\$26.36	\$27.45	\$28.56									
ME	Registered Practical Nurse	1327	\$19.25	\$19.67	\$20.28										
ME	Researcher	2039	\$13.03												
ME	Researcher (Cs & Cao)	2150	\$15.64												
ME	Security Guard	2027	\$10.23												
ME	Security/Recpt Officer Csd	1601	\$18.53												
ME	Senior Emergency Medical Dispatcher	578	\$26.49												

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Schedule 1-- January 1,2002-December31, 2002

Man	Position Title	PSG	1	2	3	4	5	6	7	8	9	10	11	12	13
ME	Senior Environmental Planner	S00066	\$35.45	\$36.51	\$37.61	\$38.74	\$39.90	\$41.10	\$42.33	\$43.98					
ME	Senior Survey Assistant	2040	\$13.03												
ME	Social Services Caseworker	1750	\$23.71	\$24.37	\$25.24	\$25.98									
ME	Sports Facility Attendant	2029	\$8.80												
ME	Student Researcher	2090	\$7.59	\$7.92											
TO	Summer Trainee - Clerical	F08820	\$12.50	\$13.53	\$14.56	\$15.60									
TO	Summer Trainee - Technical	F08823	\$14.56	\$15.60	\$16.68	\$17.72									
ME	Support Services Worker	1913	\$15.15	\$15.89	\$16.56	\$17.30									
ME	Survey Assistant	2026	\$11.19												
TO	Systems Support Specialist	F08732	\$27.45	\$28.56	\$29.65	\$30.71									
ME	Telephone Oper/Gen Clk	832	\$15.32	\$15.89	\$16.77	\$17.56									
ME	Tour Guide	2013	\$12.10												
ME	Wading Pool Attendant	2005	\$8.80												
ME	Washroom Attendant	2003	\$9.89												
ME	Work Term Student 1	2169	\$11.07												
ME	Work Term Student 2	2170	\$12.30												
ME	Work Term Student 3	2171	\$13.07												
ME	Work Term Student 4	2172	\$13.91												
ME	Work Term Student 5	2173	\$14.73												
ME	Work Term Student 6	2174	\$15.56												
ME	Work Term Student 7	2175	\$16.40												
YO	York 840i Stud - Senior	YCS004	\$13.74	\$14.53	\$15.36										
ME	Youth Peer Leader	S00068	\$7.36												
ME	Youth Program Supervisor	2062	\$12.75												
TO	Zoning Info./Applic. Examiner	F01321	\$25.27	\$26.36	\$27.45	\$28.56									

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Schedule I— January 1, 2003-December 31, 2003

Year	Position Title	PSC	1	2	3	4	5	6	7	8	9	10	11	12	13
ME	Activities Organizor	727	\$19.12	\$19.94	\$20.69										
TO	Aids Hotline Operator	F08001	\$23.79	\$24.90	\$26.03	\$27.15									
TO	Archivist	F01001	\$27.15	\$28.27	\$29.42	\$30.54									
TO	Area Personnel & Payroll Clerk	F00579	\$22.64	\$23.79	\$24.90	\$26.03									
TO	Area Services Clerk	F02076	\$19.30	\$20.39	\$21.53	\$22.64									
ME	Booth Attendant Sweap Wks	2154	\$13.42												
ME	Bylaw Investigator Transpntn	1616	\$24.54	\$25.00	\$26.00	\$26.85									
ME	Chem Std-Hshld Hazardous Wst	2152	\$12.46												
ME	Chief Booth Attendant (Sweap)	2160	\$19.87												
ME	Child Care Aide	2104	\$12.46												
ME	Cleaner - Light Duties	277	\$17.06	\$17.82											
ME	Cleaner-Heavy Duties	23	\$17.82												
SC	Clerk	E50640	\$15.02	\$15.36	\$15.69	\$16.04	\$16.39	\$16.76	\$17.12	\$17.48	\$17.84	\$18.20	\$18.57	\$19.29	\$20.00
ME	Clerk Grade 1	P00127	\$23.19	\$24.05	\$24.97	\$26.10									
ME	Clerk Grade 2	85	\$20.18	\$20.65	\$21.65	\$22.44									
ME	Clerk Grade 2	P00085	\$20.18	\$20.65	\$21.65	\$22.44									
ME	Clerk Grade 3	14	\$17.70	\$18.46	\$19.39	\$20.53									
ME	Clerk Grade 4	10	\$15.78	\$16.37	\$17.27	\$18.09									
ME	Clerk Grade 5	2	\$13.45	\$13.60	\$14.00	\$14.55	\$14.92	\$15.67							
ME	Clerk Grade 5	1566	\$14.83	\$15.54	\$16.32	\$17.06									
ME	Client Service Worker	388	\$19.42	\$20.05											
ME	Clk Trainee Temp 35 Hrs	833	\$15.78												
ME	Community Nutrition Assistant - P/T	S00029	\$19.88	\$20.57	\$21.37	\$21.99									
ME	Computer Operator	1170	\$20.90	\$21.99	\$23.06	\$24.16									
TO	Conservator	F01005	\$27.15	\$28.27	\$29.42	\$30.54									
ME	Cook Grade 1	1419	\$16.51	\$17.14	\$17.91										
ME	Day Care And Recreational Asst	2015	\$12.46												
ME	Day Care Housekeeper	1328	\$17.91												
NY	Dental Asst Ft (25hr/Wk) 10mth	PDF003	\$19.45	\$20.14	\$20.94	\$21.63									
ME	Dietary Aid - Grade 2	30	\$15.99	\$16.74											
TO	District Public Health Nurse	F00513	\$29.42	\$30.54	\$31.63	\$32.78									
ME	Early Childhd Edutr Gr 2	514	\$18.90	\$19.47	\$20.11	\$20.69									
ME	Early Childhd Edutr Grd 2 Cas	2181	\$21.20	\$21.76	\$22.38	\$22.99									
ME	Elections Assistant	S00028	\$20.63	\$21.66	\$22.70	\$23.73	\$24.75	\$25.79							
ME	Emergency Medical Dispatcher	465	\$26.71												

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Schedule 1-- January 1,2003-December 31, 2003

Mun.	Position Title	PSC	1	2	3	4	5	6	7	8	9	10	11	12	13
TO	Energy Consultant	F08023	\$31.63	\$32.78	\$33.92	\$35.03									
ME	Engineering Assistant	1503	\$18.45	\$19.41	\$20.31	\$21.62									
ME	Engineering Technician	1502	\$21.59	\$22.32	\$23.36	\$24.63									
ME	Exhibit Rep-Festival Of Future	2184	\$19.87												
ME	Fitness Instructor (Casual)	2177	\$16.70												
ME	Food Services Worker	1827	\$15.60	\$15.99	\$16.37	\$16.74									
ME	Food Services Worker	P01827	\$15.60	\$15.99	\$16.37	\$16.74									
TO	Health Promotion Consultant	F00568	\$32.78	\$33.92	\$35.03	\$36.16									
TO	Home Visitor - Par. Help. Par.	F00553	\$18.25	\$19.30	\$20.39	\$21.53									
NY	Junior Drafting Tech/Engineer - Student	CIS006	\$18.43												
ME	Junior Engineering Assistant	3	\$14.37	\$14.90	\$15.02	\$15.65	\$16.14	\$16.74							
SC	Kennel Attendant	SCC025	\$19.35												
TO	Law Clerk Conveyancer	F02050	\$22.64	\$23.79	\$24.90	\$26.03									
TO	Legal Secretary-Litigation	F02048	\$21.53	\$22.64	\$23.79	\$24.90									
ME	Licensing Enforcement Officer	570	\$24.54	\$25.00	\$26.00	\$26.85									
TO	Mail Courier	F02330	\$20.39												
TO	Mat. Supply Clk.- Warehse (R)	F02210	\$16.89	\$17.84	\$18.80	\$19.82									
ME	Meeting Room Attendant (Csd)	1712	\$14.90	\$15.48	\$16.08	\$16.71									
ME	Microcomputer Technician	1264	\$21.06	\$21.86	\$22.67	\$23.53									
TO	P. Hlth Nurse Sex.Tr. Diseases	F00521	\$29.42	\$30.54	\$31.63	\$32.78									
ME	Packer Metro Hall Ex Csd	2176	\$12.55												
ME	Prosecutor	1256	\$27.40	\$28.42	\$29.26	\$30.57									
TO	Pub Hlth Diet. H Babies Poss.	F00566	\$28.27	\$29.42	\$30.54	\$31.63									
ME	Public Cnslt Asst Wks	2179	\$20.25												
ME	Real Estate Clerk	1617	\$27.40	\$28.42	\$29.26	\$30.57									
ME	Registered Nurse	1122	\$26.06	\$27.17	\$28.09	\$29.03	\$29.93								
ME	Registered Nurse	P01122	\$26.06	\$27.17	\$28.09	\$29.03	\$29.93								
TO	Registered Nurse - Immunizat.	F00522	\$26.03	\$27.15	\$28.27	\$29.42									
ME	Registered Practical Nurse	1327	\$19.83	\$20.26	\$20.89										
ME	Researcher	2039	\$13.42												
ME	Researcher (Cs & Cao)	2150	\$16.11												
ME	Security Guard	2027	\$10.54												
ME	Security/Recpt Officer Csd	1601	\$19.09												
ME	Senior Emergency Medical Dispatcher	578	\$27.28												

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Schedule 1-- January 1, 2003-December 31, 2003

Min	Position Title	POC	1	2	3	4	5	6	7	8	9	10	11	12	13
ME	Senior Environmental Planner	S00066	\$36.51	\$37.61	\$38.74	\$39.90	\$41.10	\$42.33	\$43.60	\$45.30					
ME	Senior Survey Assistant	2040	\$13.42												
ME	Social Services Caseworker	1750	\$24.42	\$25.10	\$26.00	\$26.76									
ME	Sports Facility Attendant	2029	\$9.06												
ME	Student Researcher	2090	\$7.82	\$8.16											
TO	Summer Trainee - Clerical	F08820	\$12.88	\$13.94	\$15.00	\$16.07									
TO	Summer Trainee - Technical	F08823	\$15.00	\$16.07	\$17.18	\$18.25									
ME	Support Services Worker	1913	\$15.60	\$16.37	\$17.06	\$17.82									
ME	Survey Assistant	2026	\$11.53												
TO	Systems Support Specialist	F08732	\$28.27	\$29.42	\$30.54	\$31.63									
ME	Telephone Oper/Gen Clk	832	\$15.78	\$16.37	\$17.27	\$18.09									
ME	Tour Guide	2013	\$12.46												
ME	Wading Pool Attendant	2005	\$9.06												
ME	Washroom Attendant	2003	\$10.19												
ME	Work Term Student 1	2169	\$11.40												
ME	Work Term Student 2	2170	\$12.67												
ME	Work Term Student 3	2171	\$13.46												
ME	Work Term Student 4	2172	\$14.33												
ME	Work Term Student 5	2173	\$15.17												
ME	Work Term Student 6	2174	\$16.03												
ME	Work Term Student 7	2175	\$16.89												
YO	York 840i Stud - Senior	YCS004	\$14.15	\$14.97	\$15.82										
ME	Youth Peer Leader	S00068	\$7.58												
ME	Youth Program Supervisor	2062	\$13.13												
TO	Zoning Info./Applic. Examiner	F01321	\$26.03	\$27.15	\$28.27	\$29.42									

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Schedule 1-- January 1, 2004-December 31, 2004

Mun.	Position Title	PSG	1	2	3	4	5	6	7	8	9	10	11	12	13
ME	Activities Organizer	727	\$19.69	\$20.54	\$21.31										
TO	Aids Hotline Operator	F08001	\$24.51	\$25.64	\$26.81	\$27.97									
TO	Archivist	F01001	\$27.97	\$29.12	\$30.30	\$31.46									
TO	Area Personnel & Payroll Clerk	F00579	\$23.32	\$24.51	\$25.64	\$26.81									
TO	Area Services Clerk	F02076	\$19.88	\$21.01	\$22.17	\$23.32									
ME	Booth Attendant Sweap Wks	2154	\$13.82												
ME	Bylaw Investigator Transpnt	1616	\$25.28	\$25.75	\$26.78	\$27.66									
ME	Chem Std-Hshld Hazardous Wst	2152	\$12.84												
ME	Chief Booth Attendant (Sweap)	2160	\$20.46												
ME	Child Care Aide	2104	\$12.84												
ME	Cleaner - Light Duties	277	\$17.57	\$18.35											
ME	Cleaner-Heavy Duties	23	\$18.35												
SC	Clerk	E50640	\$15.47	\$15.82	\$16.16	\$16.52	\$16.88	\$17.26	\$17.63	\$18.00	\$18.37	\$18.75	\$19.13	\$19.87	\$20.60
ME	Clerk Grade 1	P00127	\$23.88	\$24.77	\$25.72	\$26.88									
ME	Clerk Grade 2	85	\$20.78	\$21.27	\$22.30	\$23.12									
ME	Clerk Grade 2	P00085	\$20.78	\$21.27	\$22.30	\$23.12									
ME	Clerk Grade 3	14	\$18.23	\$19.01	\$19.98	\$21.14									
ME	Clerk Grade 4	10	\$16.25	\$16.86	\$17.79	\$18.63									
ME	Clerk Grade 5	2	\$13.86	\$14.00	\$14.42	\$14.99	\$15.37	\$16.14							
ME	Clerk Grade 5	1566	\$15.28	\$16.01	\$16.80	\$17.57									
ME	Client Service Worker	388	\$20.00	\$20.66											
ME	Clk Trainee Temp 35 Hrs	833	\$16.25												
ME	Community Nutrition Assistant - P/T	S00029	\$20.48	\$21.19	\$22.01	\$22.65									
ME	Computer Operator	1170	\$21.53	\$22.65	\$23.75	\$24.89									
TO	Conservator	F01005	\$27.97	\$29.12	\$30.30	\$31.46									
ME	Cook Grade 1	1419	\$17.01	\$17.65	\$18.45										
ME	Day Care And Recreational Asst	2015	\$12.84												
ME	Day Care Housekeeper	1328	\$18.45												
NY	Dental Asst Ft (25hr/Wk) 10mth	PDF003	\$20.03	\$20.74	\$21.57	\$22.28									
ME	Dietary Aid - Grade 2	30	\$16.47	\$17.24											
TO	District Public Health Nurse	F00513	\$30.30	\$31.46	\$32.58	\$33.77									
ME	Early Childhd Edutr Gr 2	514	\$19.47	\$20.05	\$20.71	\$21.31									
ME	Early Childhd Edutr Grd 2 Cas	2181	\$21.83	\$22.42	\$23.05	\$23.68									
ME	Elections Assistant	S00028	\$21.25	\$22.31	\$23.38	\$24.44	\$25.49	\$26.56							
ME	Emergency Medical Dispatcher	465	\$27.51												

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Schedule 1-- January 1,2004-December 31, 2004

1	2	3	4	5	6	7	8	9	10	11	12	13
TO	Energy Consultant	F08023	\$32.58	\$33.77	\$34.94	\$36.08						
ME	Engineering Assistant	1503	\$19.00	\$19.99	\$20.92	\$22.27						
ME	Engineering Technician	1502	\$22.24	\$22.99	\$24.06	\$25.37						
ME	Exhibit Rep-Festival Of Future	2184	\$20.46									
ME	Fitness Instructor (Casual)	2177	\$17.20									
ME	Food Services Worker	1827	\$16.07	\$16.47	\$16.86	\$17.24						
ME	Food Services Worker	P01827	\$16.07	\$16.47	\$16.86	\$17.24						
TO	Health Promotion Consultant	F00568	\$33.77	\$34.94	\$36.08	\$37.25						
TO	Home Visitor - Par. Help. Par.	F00553	\$18.80	\$19.88	\$21.01	\$22.17						
NY	Junior Drafting Tech/Engineer - Student	CIS006	\$18.98									
ME	Junior Engineering Assistant	3	\$14.80	\$15.35	\$15.47	\$16.12	\$16.62	\$17.24				
SC	Kennel Attendant	SCC025	\$19.93									
TO	Law Clerk Conveyancer	F02050	\$23.32	\$24.51	\$25.64	\$26.81						
TO	Legal Secretary-Litigation	F02048	\$22.17	\$23.32	\$24.51	\$25.64						
ME	Licensing Enforcement Officer	570	\$25.28	\$25.75	\$26.78	\$27.66						
TO	Mail Courier	F02330	\$21.01									
TO	Mat. Supply Clk.- Warehse (R)	F02210	\$17.40	\$18.37	\$19.36	\$20.41						
ME	Meeting Room Attendant (Csd)	1712	\$15.35	\$15.95	\$16.56	\$17.21						
ME	Microcomputer Technician	1264	\$21.70	\$22.51	\$23.35	\$24.23						
TO	P. Hlth Nurse Sex.Tr. Diseases	F00521	\$30.30	\$31.46	\$32.58	\$33.77						
ME	Packer Metro Hall Ex Csd	2176	\$12.92									
ME	Prosecutor	1256	\$28.22	\$29.27	\$30.14	\$31.49						
TO	Pub Hlth Diet. H Babies Poss.	F00566	\$29.12	\$30.30	\$31.46	\$32.58						
ME	Public Cnsltn Asst Wks	2179	\$20.86									
ME	Real Estate Clerk	1617	\$28.22	\$29.27	\$30.14	\$31.49						
ME	Registered Nurse	1122	\$26.84	\$27.99	\$28.93	\$29.90	\$30.83					
ME	Registered Nurse	P01122	\$26.84	\$27.99	\$28.93	\$29.90	\$30.83					
TO	Registered Nurse - Immunizat.	F00522	\$26.81	\$27.97	\$29.12	\$30.30						
ME	Registered Practical Nurse	1327	\$20.42	\$20.87	\$21.52							
ME	Researcher	2039	\$13.82									
ME	Researcher(Cs & Cao)	2150	\$16.59									
ME	Security Guard	2027	\$10.85									
ME	Security/F Officer Csd	1601	\$19.66									
ME	Senior En Medical	578	\$28.10									
	Dispatcher											

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Schedule 1-- January 1, 2004-December 31, 2004

Mar.	Position Title	PSG	1	2	3	4	5	6	7	8	9	10	11	12	13
ME	Senior Environmental Planner	S00066	\$37.61	\$38.73	\$39.90	\$41.10	\$42.33	\$43.60	\$44.91	\$46.66					
ME	Senior Survey Assistant	2040	\$13.82												
ME	Social Services Caseworker	1750	\$25.15	\$25.85	\$26.78	\$27.56									
ME	Sports Facility Attendant	2029	\$9.34												
ME	Student Researcher	2090	\$8.05	\$8.40											
TO	Summer Trainee - Clerical	F08820	\$13.26	\$14.35	\$15.45	\$16.55									
TO	Summer Trainee - Technical	F08823	\$15.45	\$16.55	\$17.70	\$18.80									
ME	Support Services Worker	1913	\$16.07	\$16.86	\$17.57	\$18.35									
ME	Survey Assistant	2026	\$11.87												
TO	Systems Support Specialist	F08732	\$29.12	\$30.30	\$31.46	\$32.58									
ME	Telephone Oper/Gen Clk	832	\$16.25	\$16.86	\$17.79	\$18.63									
ME	Tour Guide	2013	\$12.84												
ME	Wading Pool Attendant	2005	\$9.34												
ME	Washroom Attendant	2003	\$10.49												
ME	Work Term Student 1	2169	\$11.74												
ME	Work Term Student 2	2170	\$13.05												
ME	Work Term Student 3	2171	\$13.87												
ME	Work Term Student 4	2172	\$14.76												
ME	Work Term Student 5	2173	\$15.63												
ME	Work Term Student 6	2174	\$16.51												
ME	Work Term Student 7	2175	\$17.40												
YO	York 840i Stud - Senior	YCS004	\$14.58	\$15.41	\$16.30										
ME	Youth Peer Leader	S00068	\$7.81												
ME	Youth Program Supervisor	2062	\$13.53												
TO	Zoning Info./Applic. Examiner	F01321	\$26.81	\$27.97	\$29.12	\$30.30									

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