COLLECTIVE AGREEMENT

Between

Toronto Civic Employees' Union
Local 416 – CUPE

and

City of Toronto

January 1, 2025 – December 31, 2028

Toronto Civic Employees' Union
Local 416

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(OUTSIDE DIVISION)
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THIS AGREEMENT
ratified by the parties on the 20th day of December, 2024,
IS A COLLECTIVE AGREEMENT MADE BETWEEN:

TORONTO CIVIC EMPLOYEES' UNION,
LOCAL 416, CANADIAN UNION OF PUBLIC EMPLOYEES
Herein called "The Union",

OF THE FIRST PART,

and

CITY OF TORONTO
Herein called "The City",

OF THE SECOND PART.

Article 1 – PURPOSE

1.01

The general purpose of this Agreement is to establish mutually satisfactory relations between the City and its employees; and to provide for the prompt and equitable disposition of grievances, and to establish and maintain safe, satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement.

Article 2 – RECOGNITION

2.01

The City recognizes the Union as the sole bargaining agent for all employees of the City of Toronto who occupy the positions set forth in Schedule "A", including positions as determined by the OLRB decision dated the 16th of November 1998.

2.02

(a) In this Agreement the word "employee" means a person hired by the City for either Permanent or Temporary employment in a position which comes within the bargaining unit described in clause 2.01.

(b) A temporary employee is one who is employed for any of the following reasons:

(i) Seasonal work:

- to work on a seasonal basis to meet seasonal needs;

Prior to hiring new temporary employees to perform seasonal work, the provisions of clause 23.01(a)(i) (Superior Duties) or Article 28 (Layoff and Recall) shall apply. If work continues to be available after these provisions are fulfilled, the position(s) will be posted on a bargaining unit wide basis. The City shall have the ability to advertise externally in conjunction with the internal posting process with the understanding that qualified Local 416 internal applicant(s) shall have first claim to the work.

(ii) Non-seasonal work:

- to replace an employee who is absent for any reason;
- to work on a special project or undertaking;
- to meet unexpected workload demands of a temporary nature.

Prior to hiring new temporary employees to perform non-seasonal work, the provisions of clause 23.01 (a)(i) (Superior Duties) or Article 28 (Layoff and Recall) shall apply. If, after applying the provisions of clause 23.01, no employee is available to perform the work, and the available work is anticipated to last for more than one (1) month in duration, the recall provisions of Article 28 (Layoff and Recall) shall apply. If work continues to be available after these provisions are fulfilled, the position(s) will be posted on a bargaining unit wide basis. The City shall have the ability to advertise externally in conjunction with the internal posting process with the understanding that qualified Local 416 internal applicant(s) shall have first claim to the work.

(c) "Permanent employees" are employees who have satisfactorily completed the probationary period under Article 5 and occupy a job classification set out in Schedule "A".

While in effect, prior to hiring a new temporary employee, the Letter of Agreement – Temporary Work Opportunities/ Assignments shall apply.

LETTER OF AGREEMENT:
TEMPORARY WORK

The Letter of Agreement – Temporary Work Opportunities/Assignments shall apply for the filling of seasonal and identified non-seasonal work under the terms of that Letter.

The applicable provisions of clause 2.02 (b)(i) and clause 2.02 (b)(ii) shall apply to temporary opportunities/assignments that are not filled in accordance with the Letter of Agreement – Temporary Work Opportunities/Assignments.

When this Letter of Agreement is in effect, and temporary opportunities/assignments continue to be available after the provisions of clause 2.02(b) (Article 23 and Article 28) are fulfilled, and the temporary opportunity/assignment is expected to last thirty-eight (38) weeks or more, then the Letter of Agreement – Interim Alternate Processes for Article 19 (Part C) shall apply to the temporary posting.

2.03

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

In the event that the Union is of the opinion that the position may come within the 416 Unit, the Union shall so notify the Director of Employee and Labour Relations within five (5) calendar days of the Union's receipt of the notice from the City. If requested, the City shall meet with the Union forthwith for the purpose of discussing the matter.

The question as to the position's inclusion in or exclusion from the 416 Unit shall be determined by mutual agreement or, in the absence of an agreement, the Union may file a grievance under Article 21. Such grievance shall be initiated at Step 3 of the grievance procedure.

2.04

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

(a) maintain order, discipline and efficiency;

(b) hire, discharge, layoff, direct, classify, transfer, re-assign, schedule hours of work, promote, demote and suspend or otherwise discipline any employee provided that 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

(c) 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 discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the City.

2.05

The City agrees that it will act in a manner consistent with the provisions of this Agreement and will not act in an arbitrary, discriminatory or unreasonable manner.

2.06

Unless otherwise specified in this Agreement, no employee shall be required or permitted to make written or verbal agreements with the employer which would conflict with the Collective Agreement.

2.07 Volunteers

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.

LETTER OF AGREEMENT:
ANNUAL REVIEW OF TEMPORARY EMPLOYEES

(1) The parties agree that there will be an annual review, as described below.

(2) The City and the Union will undertake a review for the purposes of determining if any temporary employee has been continuously employed for longer than one (1) year as of May 14th of each year. To be clear, the review will be backward looking and will be for the purposes of identifying those temporary employees who have been continuously employed from May 15th, through May 14th inclusive each year. Such a review will commence annually on May 14th.

(3) The following criteria must be met for the position in question to be posted and will be used in the above-noted review:

- **(i)** No permanent employee has a claim to the position in question;
- **(ii)** The applicable Division intends to continue to fill the position;
- **(iii)** The position will not be eliminated in the near future;
- **(iv)** The position is not "seasonal" in nature; and
- **(v)** The position is not being utilized for a "special project" or "undertaking".

(4) If all of the above noted criteria, as outlined in point (3) are met, then the position in question will be posted as a permanent position pursuant to the Collective Agreement.

(5) The Union reserves its right to file a grievance and arbitrate any allegation that the City has failed to follow this process.

Article 3 – UNION REPRESENTATION

3.01

The City acknowledges the right of the Union to appoint or otherwise select an Executive. The City will recognize and discuss with members of the said Executive any matters properly arising out of this Agreement.

3.02

The name and jurisdiction of each of the members of the above Executive, and the name of the Chairperson from time to time selected, shall be given to the City, through the Chief People Officer, People & Equity in writing, and the City shall not be required to recognize any such member until it has been notified in writing by the Union of the name and jurisdiction of such member.

3.03

The City shall recognize all stewards elected/appointed by the Union and the Union will supply the City with a list of all of its Shop Stewards as soon as they are elected/appointed, and thereafter will notify the City in writing of any changes.

3.04

The Union will notify the City in writing of the work area(s) each Steward represents.

3.05

The Shop Steward referenced in Article 20 (Discipline, Suspension and Discharge) will be the Steward for the employee's specific work area as provided for in Article 20.

3.06

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

3.07

When meetings are held between Union representatives and the City, the City will make every effort to schedule such meetings in their entirety during their regular working hours, and should the meeting go beyond such hours, the overtime provision of this Agreement will apply up to a maximum of one (1) hour of overtime pay for each representative in attendance at such meeting.

3.08 Labour-Management Committee

A Labour-Management Committee shall be set up to discuss topics of general interest and overall conditions in the City. Its purpose will be to provide an outlet for the exchange of ideas between the City and its employees on matters of general interest and it shall, from time to time, as it sees fit, make recommendations which will make for a greater degree of cooperation and understanding between the parties concerned. The Chief People Officer, People & Equity, of the City or Secretary of the Union shall notify the other party in the event that a meeting of the Labour-Management Committee is desired. 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.

3.09 Union Negotiating Committee

The City will recognize a Negotiating Committee which shall consist of up to ten (10) members selected by the Union. Leave of absence without loss of pay or benefits and with accumulation of seniority shall be granted to the members of the Union's Negotiating Committee for the purpose of preparing bargaining proposals and negotiating a Collective Agreement or amendments thereto.

The name of each of the members of the Negotiating Committee shall be provided in writing to the Chief People Officer, People & Equity.

3.10

(a) The City will provide at least two (2) weeks prior notice in writing to the Union when the City intends to permanently transfer an employee who is a Shop Steward from the work area they are normally assigned to represent. Such notice shall set out the reasons for the transfer. If requested, a meeting shall be arranged to discuss any issues arising out of such transfer.

(b) The foregoing provision shall not apply in the case of temporary or seasonal transfers, or transfers required due to emergencies.

3.11 Occupational Health and Safety Representatives

(a) A leave of absence, with pay and benefits, shall be granted to one (1) representative of the Union to attend to responsibilities related to the City's Occupational Health and Safety Program.

Notwithstanding clause 3.16, in addition to the above, the Union may request a full-time leave of absence with pay and benefits, subject to City approval, for a second Occupational Health and Safety Representative to attend to responsibilities related to the City's Occupational Health and Safety Program.

The City shall also provide a total of 2080 hours per year for all other Health and Safety Representatives of the Union to attend to health and safety responsibilities. Of this time, at least four (4) days per month, will be spent in the joint design, development and delivery of health and safety programs to employees.

The City will pay the reasonable training costs to enable one (1) Union representative to fulfill this joint training mandate during the term of the Collective Agreement.

(b) Workplace Safety Rehabilitation Representative

Leave of absence with pay and benefits shall be granted to one (1) Full-Time Workplace Safety Rehabilitation Representative whose responsibilities will include workplace safety and rehabilitation.

3.12 Full-Time Office or Position

(a) Where an employee is elected or appointed to the full-time position of President, Vice-President, Second Vice-President or Treasurer within the Union, the Union shall submit a request for leave of absence on behalf of the employee concerned to the Chief People Officer, People & Equity. Upon receipt of such request, such leave of absence will be granted, provided that such leave shall involve no cost to the City.

Upon expiration of their term of office, the above-mentioned employee (i.e., the President, Vice-President, Second Vice-President or Treasurer) shall be returned to their former position, if such position continues to exist, or if such position does not exist, the employee shall have the option of accessing Article 28 (Layoff and Recall) or being placed in a position in a classification comparable to that in which they were employed before the commencement of the full-time leave.

(b) When an employee is elected or appointed to a full-time position or office within a municipal, provincial or federal labour organization with which the Union is affiliated, the Union shall submit a request for leave of absence on behalf of the employee concerned to the Chief People Officer, People & Equity. Such leave of absence shall be granted, provided that such leave shall involve no cost to the City and provided further that upon expiration of their term of office, the employee shall be returned to their former position, if such position continues to exist, or if such position does not exist, to a position in a classification comparable to that in which they were employed before taking office.

(c) Leave of Absence – Union Business

(i) Upon request from Local 416, the City shall provide a leave of absence with pay and full benefits to the Unit Chairs (or Vice Chairs where the Unit Chairs are not on such full-time leave). The referenced Unit Chairs (or Vice Chairs) shall be entitled to full seniority and service accrual while on such leave.
Upon request from Local 416, the City shall provide a leave of absence for the Outside Division Chair and the Chief of Stewards, provided that such leave shall involve no cost to the City.

(ii) The Union shall provide the City with a request for such leave, in writing, and the City shall confirm their agreement in writing. The above-mentioned leaves will commence on the beginning of the first pay period after the City received the Union's request.

(iii) The leave is for working with City representatives with a mutual aim to resolve grievances, problem solving and to further a positive workplace environment.

(iv) The Unit Chairs to be covered by this provision are from the following areas: Toronto Water, Transportation, Solid Waste Management, Parks, Forestry and Recreation, Toronto Paramedic Services (Ambulance) and Seniors Services and Long-Term Care.

(v) Further, the Unit Chair for Animal Services will be provided a leave of absence of one (1) day per week with no loss of pay, benefits, service or seniority, such day per week to be scheduled with two (2) weeks' notice.

(vi) The Chair/Vice Chair shall be available on a day-to-day basis. In the event these employees are absent due to illness, vacation or any other reason they shall be required to notify the designated person from the Local and shall also be required to notify the City- designated person, for record keeping purposes.

(vii) The booked off individuals shall provide, on a monthly basis to the Director, Employee and Labour Relations and Union Designate, a log outlining which meetings they attended, the

purpose of the meetings, which City representatives they met with, and the date, time and location of the meetings. The times not spent in meetings shall also be recorded in the log so as to ensure accountability.

(viii) Should any difficulties or concerns arise with respect to the granting by the City of these leaves, the President of Local 416 and the Chief People Officer, People & Equity shall meet expeditiously to resolve the matter. Should circumstances arise where either party wishes to terminate the leave and mutual agreement cannot be achieved, the dispute may be submitted to Arbitration for final resolution.

(d) Job Evaluation Representative

(i) Leave of absence with pay and benefits shall be granted to one (1) Full-Time Job Evaluation Committee Representative, selected by the Union, whose responsibilities will be governed by the Job Evaluation Maintenance Program (JEMP). This Representative will receive their base rate of pay for time spent carrying out these duties, with no loss of seniority and service while on such leave.

(ii) The JEMP is an on-going maintenance program that provides a methodology to evaluate new job classifications and significant changes to existing job classifications.

(iii) This leave of absence will be reviewed by the City, in consultation with the Union, on an annual basis to determine the ongoing need for such leave.

3.13 Leave for Authorized Labour Convention or Conference

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

(b) Leave of absence, without pay, shall be granted to all duly elected/ selected delegates from the Union who are employees of the City to attend authorized Labour Conferences.

3.14 No Loss of Seniority and No Break in Service

Whenever an employee is granted leave of absence with or without pay under Article 3, such absence shall result in no loss of seniority, nor shall it constitute a break in service so as to affect any benefits to which they may otherwise be entitled.

3.15

Whenever an employee is on leave of absence without pay on Union business, the City shall pay the employee's wages and benefits, invoice the Union and the Union shall, forthwith, provide full reimbursement to the City.

This provision does not apply to employees who are elected or appointed to full-time positions or offices under clause 3.12(a) and (b).

3.16 Approval of Leaves of Absence

With the exception of leaves granted in accordance with clause 3.09, 3.11, 3.12(a), 3.12(b), 3.13(a) and 3.13(b), leaves of absence with or without pay are subject to approval by the City. Such approval shall not be unreasonably withheld.

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 the 416 Unit shall become members of the Union upon 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 the Union, other than for engaging in unlawful activity against the Union.

The City shall provide Local 416, on a bi-weekly basis, a list of all employees from whose wages Union dues have been deducted. Such report shall include the Union dues amount, bi-weekly earnings, the classifications of the employees and the hours paid in their base classification.

On an annual basis, the City of Toronto shall certify that the amounts deducted from members of Local 416 and remitted to the Local Union for the year have been reconciled against the T4 supplementary forms for employees.

4.02

The City shall, in respect of all employees coming within the 416 Unit:

(a) upon commencement of employment, deduct from each pay of such employee such sums for dues and assessments, levies and initiation fees to the Union which are payable by such employee as the By-laws of the Union may from time to time provide, and

(b) continue to make such deductions until this Agreement is terminated, and

(c) within one (1) week after making of each such deduction, pay the sum so deducted to the Union, and

(d) include the amount of Union dues deducted on each such employee's T4 slip.

4.03

The Union will save the City harmless from any and all claims which may be made against the City for amounts deducted from pay as herein provided.

4.04

When the Union changes such dues, assessments, initiation fees or levies, the Union shall provide the City with at least one (1) months' notice in writing prior to the effective date of such change.

4.05

The City agrees to provide the Union with a report containing the addresses, home phone numbers, and personal e-mail addresses of Local 416 members in June and December of each calendar year and at such other times as the Union may request. The City agrees to provide the Union with a monthly report listing promotions, demotions, hirings, layoffs, recalls, transfers and terminations of employment for which a Termination Reason for Action exists (for example, resignations, retirements, deaths).

4.06

Every employee shall ensure that their address, telephone numbers (home and/or personal cell phone), personal e-mail address, and emergency contact information is up-to-date. Forms and processes to make any changes are available on the City's intranet.

It is understood that failure to provide such information shall not be subject to discipline.

4.07

Dedicated space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations determined by the City and the Union. Such bulletin boards shall be in areas where all employees will have access to them. The Union shall have the right to post notices of meetings and such other notices as may be of interest to its members; all notices shall be signed by an Executive member of the Union. Areas where problems continue to arise shall be identified by the Union and the appropriate measures shall be taken by the City to remedy the concern.

Article 5 – PROBATIONARY PERIOD

5.01

Notwithstanding anything to the contrary contained in this Agreement, the City shall have the exclusive right to discharge employees within the first six (6) months actually worked, such period to be called "the probationary period" provided that the probationary period may not be completed while the employee is absent and that in no case shall an employee be required to complete more than one (1) probationary period.

5.02

Where an employee was originally employed as a temporary employee and is subsequently employed as a permanent employee, such temporary employment shall count in full towards the probationary period and such employee shall be entitled to benefits as applicable.

Article 6 – NO DISCRIMINATION OR HARASSMENT

6.01

The City and the Union agree that there shall be no discrimination or harassment, against employees with respect to any employment activity, in the matter of wages, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise, by reason of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, record of offences, political affiliation, sex, sexual orientation, gender expression, gender identity, age, marital status, family status, disability, or because of such employee being an officer, steward, committee member or member at large of the Union.

6.02

In this Article, the term “Disability”, as provided in clause 6.01 shall be as defined in the Ontario Human Rights Code, R. S. O., 1990, c. H.19 as amended.

6.03

The prohibition within clause 6.01, with respect to disability shall not apply where the requirement, qualification or consideration is a reasonable and bona fide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of their duties of a position by reason of disability.

6.04

Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for not accepting such behaviour.

6.05

All work locations that are staffed shall contain washroom facilities available to employees. This does not preclude the use of gender neutral washrooms which are clearly signed and can be securely locked from the inside so as to afford the occupant privacy. Such locks shall also have the capacity to be unlocked from the outside for the sole purpose of access that would not infringe employee privacy or in the case of an emergency. Where the Union brings to management’s attention specific concerns regarding washrooms or independent change rooms, the City shall take the appropriate measures to remedy the concern.

6.06 Employment Equity and Inclusion

The parties are mutually committed to creating a diverse workforce that is reflective of the communities we serve, as well as building an inclusive workplace culture.

A joint committee will be established, composed of three (3) representatives each of the Union and the City, including the President of Local 416 and the Chief People Officer, People & Equity. The committee will have a mandate to explore the potential for implementing special programs, initiatives or policies which advance equity and inclusion goals by:

- Embedding an equity lens throughout the employee life cycle (for example talent acquisition, learning and development)
- Leveraging data for informed decision-making (through surveys such as Count-Yourself-In)
- Creating a culture of engagement and inclusion
- Addressing systemic barriers identified by the joint committee
- Particular focus on creating employment opportunities for next generation youth, internationally-educated professionals, individuals living in neighbourhood improvement areas, Indigenous, Black and equity-seeking groups.

The parties will jointly agree to any communication strategy, including but not limited to education or surveys, prior to development and implementation.

It is explicitly understood that the committee’s work will not override any provision of the Collective Agreement.

Article 7 – WAGES

Memorandum Item

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

January 1, 2025	3.95% added to base
January 1, 2026	3.90% added to base
January 1, 2027	3.80% added to base
January 1, 2028	3.00% added to base

For the purpose of clarification, all employees who have left the employ of the City for whatever reason and employees who may have been laid off, shall be eligible for retroactive base pay wage increases on the basis of all hours worked.

Effective January 1, 2025, increase all rates for classifications payable on December 31, 2024, by 3.95%.

Effective January 1, 2026, increase all rates for classifications payable on December 31, 2025, by 3.90%.

Effective January 1, 2027, increase all rates for classifications payable on December 31, 2026, by 3.8%.

Effective January 1, 2028, increase all rates for classifications payable on December 31, 2027, by 3.00%.

The parties agree to amend Schedule "A" to reflect these wage increases.

7.01

(a) During the term of this Agreement, the City and the Union agree that all payments of wages and salaries will be made in accordance with the hourly wage or salary schedule set forth in Schedule "A" hereto, which is hereby made part of this Agreement.

(b) On each pay day, each employee shall be provided with a statement of earnings and deductions which contains an itemized statement of their wages, overtime and other supplementary payments and deductions.

7.02

(a) An employee shall progress through the increment levels as set out in Schedule "A" on the employee's anniversary date or as may otherwise be provided in the Schedule.

(b) Increments and wage adjustments shall be effective at the beginning of the pay period following the increment or wage adjustment date.

(c) An employee's increment date shall not be adjusted as a result of any pregnancy and/or parental leave taken pursuant to clauses 24.03(a) or 24.03(b).

7.03

In the event that an employee's pay has a shortage of eight (8) hours pay or more and the employee notifies their supervisor within three (3) working days from the time the employee receives their pay stub, the City shall rectify the shortage by issuing a payment via direct deposit, within three (3) working days from the time the supervisor is notified. It is agreed and understood that the calculation of such hours shall include overtime hours.

7.04

Effective the beginning of the first full pay period one month following ratification of this Agreement, it shall be mandatory for all employees to enroll in payroll direct deposit.

7.05

All employees in the Union shall be paid on a uniform bi-weekly basis.

7.06

In the event of an overpayment, the City shall advise the employee and Union in writing of such overpayment which will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred as well as a proposed schedule of recovery.

Prior to the deduction of the overpayment and within twenty (20) working days following the issuance of such notice, an employee may request to meet with the City so as to negotiate an appropriate schedule of recovery. The employee may be accompanied by either their Steward or other Union Representative at such meeting. If no meeting is requested, the recovery schedule will be implemented. Such recovery shall not exceed the maximum permitted by the Wages Act, R.S.O. 1990 as amended. It is understood that such overpayment may be the subject of a grievance at Step 3.

The parties agree to employ the procedure set out in the Letter of Agreement Interim Alternate Processes for clause 7.06, during the term of the Collective Agreement, in relation to overpayments, when the amount of the overpayment exceeds $500.

LETTER OF AGREEMENT:
INTERIM ALTERNATE PROCESSES FOR CLAUSE 7.06

The parties agree that the following terms will apply commencing as at January 1, 2025, until December 30, 2028, unless terminated by either party prior to that date, in accordance with section 6 of this Letter of Agreement. If the parties agree, the terms of this Letter of Agreement may be extended by mutual agreement in writing.

1. In the event of an overpayment in an amount that exceeds $500:

(a) The City shall advise the employee in writing of such overpayment and will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred.

(b) In the event that the overpayment has been made to:

(i) an existing employee, the letter will ask the employee to contact the City within twenty (20) working days in order to establish a repayment schedule. The employee shall

have the option of using their vacation or accumulated lieu time as part or all of the repayment schedule. The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O., 1990, as amended, unless the employee agrees otherwise;

(ii) a former employee, the letter will ask the employee to contact the City within twenty (20) working days in order to arrange repayment, in full, of the overpayment amount.

(c) Should the employee disagree with the proposed recovery schedule, or fail to arrange repayment of the outstanding amount, the City shall meet with the employee to clarify the overpayment. The employee may be accompanied by a Union Representative should they so request. The letter will advise the employee that, if the employee does not respond within the time required, the City will invoke the adjudication procedure. The City shall send a copy of the letter to the Union within 5 days with details of the amount claimed and (for existing employees) the City's repayment schedule or (for former employees) a request to pay the total amount outstanding.

(d) If there is no response to the letter, the City will make contact with the Arbitrator (from an agreed to list) to determine a suitable date for hearing. This will be done by email, with a copy to the Union's Recording Secretary and its contact person. The Union will be part of the process of setting a hearing date which will occur within the following thirty (30) working days.

(e) Once a hearing date is determined, the City will send the employee a letter, which gives notice of the hearing. The City sends a copy of this letter to the Union and to the Arbitrator. The copy to the Arbitrator should include details of the amount claimed by the City, and its proposed repayment schedule, if one is proposed by the City.

2.

(a) The City will schedule a hearing for one employee per hour on the dates determined for hearing the overpayment claims. After hearing submissions from both the City and the Union, the arbitrator will issue a brief decision, either orally or in writing, directing the repayment of any amount determined to have been an overpayment and the schedule, if any, pursuant to which such repayment is to be made. The Union and Management will have no more than three representatives at any hearing, inclusive of counsel or consultants.

(b) The hearing referred to in 2(a) will consist solely of a review of the documentation that supports the City's overpayment claims. No witness shall be called at the hearing; the positions of the parties will be advanced through oral and/or written submissions. If either the City or the Union require a witness to testify, or wishes to raise a matter of principle (including, but not limited to, the impact on the obligation of an employee to repay a debt to the City when on WSIB or LTD benefits, or having exhausted sick leave), the hearing under 2(a) will be cancelled and the overpayment claim will be referred to the usual arbitration process.

3. Both parties are required to produce all documents and supporting information reasonably requested upon which they intend to rely no later than two (2) weeks prior to the date scheduled for the hearing.

4. If an employee does not arrive at the hearing at the appointed time, the matter will be stood down for half an hour in case of a late arrival, although during this time the City will explain the nature of the claim against the employee to the Union and the Arbitrator. The City will establish that it has complied with the notice requirements set out above and the amount that the employee is required to repay the City. If such liability is established the Arbitrator will direct the employee to repay the overpayment to the City, in full, subject to any submissions made by the Union regarding a repayment schedule.

5. If the employee attends the hearing:

(a) The City will make its submissions, referring to those documents upon which it relies, and explain how it arrives at its claim for the overpayment. The City will also explain what repayment schedule, if any, it proposes.

(b) The Union may make such inquiries as it thinks necessary.

(c) At the close of the City's explanation, the Union will have an opportunity to meet with the employee.

(d) The hearing will reconvene and the Union and/or the employee will make such submissions as they wish to make. If the employee claims underpayment by the City, the Union will explain the nature of the claim and the City may make such inquiries as it thinks necessary.

(e) If liability is established a repayment schedule will be determined.

(f) The award issued will provide for the full amount owing becoming immediately due and payable in the event of the default in any repayment schedule ordered. The award of the Arbitrator will be final and binding.

(g) The repayment schedule, if any, will be prepared and signed immediately after the hearing of each claim, and a copy of the repayment schedule will be given to the employee.

(h) It is understood that employees who attend the hearing during regular working hours will suffer no loss of wages.

(i) Notwithstanding (f) above, if an employee is able to provide objective evidence that there has been a substantial and material change in their financial situation that was unforeseen at the time of the original hearing, the employee may approach the Union with a view to requesting the Arbitrator to vary the schedule. In this event, the Union will in writing request the City to convene a hearing for the Arbitrator to consider the request.

6. Either party may terminate this Letter of Agreement by providing the other with sixty (60) days' notice in writing. Following the delivery of such notice, clause 7.06 shall apply.

LETTER OF AGREEMENT:
EQUIPMENT BY CLASSIFICATION

Light Equipment Operator 2 (Red Permit) – G1, G2 or Full Class G License unplated equipment that is not consistently driven on the road or road allowance in the performance of an employee's duties. This includes but is not limited to:

- Off Road utility vehicles without attachment(s), e.g. Cushmans, Gators, Golf carts
- Garden tractors
- Grass Cutting Equipment that is self-propelled, multi-decked, driven on or off the road and up to 4 feet in cutting width.

All other equipment status quo.

The parties agree that employees who held permits to operate equipment identified above prior to July 20, 2005, shall, subject to legislative changes, continue to be grand-parented and shall not require a G1 or G2 license.

Article 8 – OVERTIME, CALL-BACK AND STANDBY PAY

8.01

(a) Each employee shall be paid at the rate of time and one-half for all time worked in excess of their regularly scheduled work day or work week except as provided for in Article 12.

(b) All overtime shall be paid to the employee on the pay date for the pay period in which the overtime was worked.

Lieu Time

(c) Employees shall be entitled, at their option, to receive pay or lieu time for each hour of overtime worked, at the appropriate overtime rate.

Lieu time accumulated for both overtime work and work on designated holidays as provided in clause 12.02 (Designated Holidays) may only be accrued to a maximum of one hundred and twenty-four (124)hours per calendar year.

Employees may request to have their accumulated lieu time paid out quarterly on the first pay period of March, June, September and/or December, provided that on each occasion the employee shall make the request in writing to their supervisor or designate at least three (3) calendar weeks prior to the pay date on which they are requesting the lieu time to be paid. Lieu time shall be paid out at the employee's current rate of pay.

Lieu time taken shall be at the mutual agreement of the employee and the supervisor in accordance with employees' seniority and the requirements of the operations. Requests for the lieu time shall not be unreasonably denied. Any such lieu time which has not been used by the end of the calendar year shall be paid out to the employee.

When a temporary employee moves to a new Division, the employee will be permitted to carry over a maximum of forty (40 hours to the receiving Division. Any remaining lieu time owed to the employee will be paid out by the original Division within three (3) pay periods of the move.

When a permanent employee moves to a new Division, any remaining lieu time owed to the employee will be paid out by the original Division within three (3) pay periods of the move.

Overtime Assignment

(d)

(i) Overtime shall normally be on a voluntary basis.

(ii) Where the need for overtime arises, the overtime shall be first offered to employees in the work location who normally perform the work and who have expressed a willingness to work overtime.

If no employee is available to perform the overtime, the overtime will then be offered to those employees within the section on a District-wide basis. In cases where there are not sufficient numbers of employees available in the District who accept the overtime, the employer may assign persons to work overtime within the District and then the work location, in the reverse order of seniority, who have signed the District and work location lists.

In cases where there are still not sufficient numbers of employees available in the District, the employer may assign the employees who normally perform the work, within the section and District, in reverse order of seniority.

In cases where there are still not sufficient numbers of employees available to do the work, after the above steps have been exhausted, the employer may assign employees who normally perform the work within the section, on a City-wide basis in reverse order of seniority.

In cases where the work location has less than five (5) employees who normally perform the work, the employer may assign the overtime in the reverse order of seniority to those who normally perform the work on a District-wide basis.

Planned Overtime

(iii) Where the need for overtime, within a section as defined herein, is known at least two days in advance, the overtime shall be first offered to employees in the work location who normally perform the work and who have signed the requisite overtime list. If no employee is available to perform the overtime, the overtime will then be offered to those employees within the section on a District- wide basis.

If there is still a need, the overtime will then be offered on a City- wide basis to available employees who have signed their District overtime list, having regard to the section. Should there not be sufficient numbers of employees willing to accept the overtime, the junior employee within the District who has signed the requisite overtime list, may be assigned. If there are still insufficient numbers of employees available, the junior employee within the District may be assigned.

Emergency Overtime

(iv) The City may assign overtime in an emergency in accordance with clause 8.01(d)(ii). The City may declare an emergency on legitimate and bona fide grounds. It is understood that absences known at least two (2) days in advance, will not constitute an emergency situation. Whenever the City assigns overtime in an emergency situation, it shall notify the Unit Chair who represents the affected employees.

Definition of Section

(v) For the purpose of this Article, a section is a defined work group, within a Division, examples of which are outlined below. It is understood that the employees that normally perform the work within the section shall be those employees assigned to the overtime opportunities.

Parks, Forestry and Recreation Division

Sections are: Parks; Community Recreation Facilities; Parks Maintenance and Construction; Parks Technical Services; Urban Forestry; Greenhouse Operations; Marine Services; Golf Courses

Solid Waste Management Services Division

Sections are: Collections; Litter; Transfer & Haulage; Processing; Landfill; Facilities & Equipment Maintenance

Transportation Services Division

Sections are: Road Operations; Traffic Operations; Traffic Signs & Pavement Markings; Traffic Safety Unit

Technical Services Division

Sections are: Development Engineering Services; District Engineering Services; Portfolio Management & Support

Toronto Water Division

Sections are: Water Infrastructure Management; Technology & Customer Experience; Wastewater Treatment; Water Treatment & Supply; Distribution & Collection ; Capital Planning & Implementation ; Environment, Energy & Emergency Planning.

Facilities Management Division

Sections are: Operations; Custodial Services; Customer Support Services

Seniors Services & Long Term Care

Sections are: Various Homes

Shelter Housing and Support Division

Sections are: Hostels

Fleet Services Division

Sections are: Procurement; Administration; Maintenance; Fuel Operations

Municipal Licensing & Standards Division

Sections are: Toronto Animal Services

Economic Development, Culture and Tourism

Sections are: Cultural Services

Revenue Services Division

Sections are: Meter Reading Services

Purchasing & Materials Management Division

Sections are: Materials Management & Stores

Equitable Distribution Process for Voluntary Overtime

(e)

(i) In order to provide equitable distribution of overtime hours within a calendar year, employees who normally perform the work within a work location will be required to sign overtime lists indicating their willingness to work overtime. Employees shall initially be placed on the lists in order of their seniority and shall be offered overtime on a rotating basis save and except where periods of reconciliation are required. Such periods are to address the equitable distribution of hours and shall take place on a quarterly basis.

(ii) Where overtime is to be worked, the employer shall call the employee who is next on the list to be called to perform the overtime work and continue calling until enough employees satisfy the work to be performed, save and except where periods of reconciliation are required.

(iii) Should an employee who is called decline the overtime, or work the overtime, the number of hours shall be recorded as if the employee had worked. Should the employee not be available at the time of the call, a message will be left and it will be the employee's responsibility to return the call within 5 minutes. If a message could not be left the City will call again within a 5-minute period. In cases where the employee remains unreachable or does not return the message, the overtime hours shall be recorded as if the employee had worked.

(iv) A sectional overtime list for each District shall be maintained and utilized for the purpose of offering overtime where there are not sufficient numbers of employees who accept the overtime in the work location. Employees who normally perform the work within the District will be required to sign a sectional District overtime list indicating their willingness to work overtime on a District-wide basis.

End of Shift Overtime

(v) Notwithstanding 8.01(e)(ii) and (iii) above, where employees are engaged in work during their normal working day and overtime is required to complete the job, the employees that were performing the work shall be the employees that will be given the first option to perform that overtime work. Should an employee decline the end of shift overtime, overtime will then be offered to those employees that have signed the overtime list in the work location.

If there are not sufficient numbers of employees who accept the overtime, the overtime will be offered to those employees who have signed the sectional District overtime list and are at work on that day. If there are still not sufficient numbers of employees who accept the overtime, the City will assign the overtime in reverse order of seniority to those employees who normally perform the work and have signed the overtime list in the work location. If there are still insufficient numbers of employees to work the overtime, the City will assign the overtime to those employees who normally perform the work within the work location. In the event the overtime is a legitimate and bona fide emergency, the employer may require the crew to stay on site until replacement employees are made available.

(vi) The necessary overtime records shall be made available for inspection by the Union upon request.

(vii) The parties will meet periodically to review the distribution of overtime hours and to discuss any concerns relative to the administration of this process, which may include overtime in emergency situations.

Overtime Assignment – Sanitation/Collections

(f) Employees who have worked overtime will have the option of not working overtime on a second consecutive day. Should an employee exercise their right to refuse overtime on a second consecutive day, the employer may assign the overtime to the next senior employee(s) as required. Such refusal shall not be recorded as overtime offered and refused.

Notwithstanding the foregoing, if there is a legitimate and bona fide operational need to require more employees working than are available after following the above procedure to assign employees, the City will continue to assign said overtime in the same manner as above until the operational needs are met.

LETTER OF AGREEMENT:
OVERTIME ASSIGNMENT – TORONTO PARAMEDIC SERVICES (TPS)

It is agreed and understood that the practice that is currently in place for the equitable distribution of overtime for TPS will remain unchanged by this provision.

8.02 Call-Back

(a) Each employee who has completed their regular day's work and who has left their office, assigned yard or work location and who is called- back and reports for overtime work or who is called-back and reports for work on other than their regular work day, shall be paid by the City as a minimum, the equivalent of four (4) hours pay at their regular overtime rate, whether such employee works or not, for each time such employee is called-back and reports for overtime work or work as the case may be.

(b) Without limiting the generality of the foregoing, the payments referred to in this clause will not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift.

8.03 Standby

(a) Except where standby is a normal requirement of the job, standby shall be voluntary. When a job is posted, the posting shall indicate whether standby is a requirement of the job. In the event an employee accepts standby, they shall be available for work when called by telephone, paged, etc. and shall receive a minimum of three (3) hours pay at their regular straight time hourly rate for each twenty-four (24) hour period within which they are assigned to standby. If the employee while on standby is required to work, all hours so worked shall be subject to overtime rates.

(b) In the event an employee is on standby and is called into work, they shall not be entitled to call-back pay as set out in clause 8.02 (Call-Back).

(c) In order to provide equitable distribution of standby within a calendar year, employees who normally perform the work within a work location will be required to sign standby lists indicating their willingness to accept standby save and except employees where standby is a normal requirement of the job. If required, sectional standby lists for each District shall be maintained and utilized for the purpose of offering standby where there are not sufficient numbers of employees who accept the standby in the work location.

(d) Employees shall be placed on the standby lists in order of their seniority. Employees shall be rotated through the lists, commencing with the most senior employee in the location and section.

(e) Employees who have accepted superior duties in the classification(s) performing the standby, as provided for in Article 23, shall be eligible to be included on the standby list in order of seniority. It is understood that such employees shall only be permitted to appear on one standby list at a time.

(f) Employees who are performing standby duties shall be given preference for overtime that arises during the course of their standby. In the event an employee is on standby and is called back to work, such overtime hours worked shall not be included in the equitable distribution calculation as outlined in clause 8.01(e).

(g) In the event there are not sufficient numbers of employees in the work location available to perform standby duties, standby will then be offered to those employees within the section on a District-wide basis who normally perform the work. If there are still insufficient numbers of employees available, the standby will then be offered on a City-wide basis having regard to the section and the work to be performed.

Should there not be sufficient numbers of employees willing to accept the standby, the junior employee within the District may be assigned.

(h) Employees on standby shall be provided a device to be contacted with.

(i) Employees on standby and who work holidays during the standby shall be treated in accordance with clause 12.02.

8.04 Travel for Extended Distances

The parties agree that where the driving duties assigned to an employee are limited by Ontario Regulation 555/06, enacted pursuant to the Highway Traffic Act, R.S.O. 1990, c.H.8, as amended, the City shall meet with the Union to discuss terms and conditions, including but not limited to meal allowance, accommodation, and any other premiums that may be applicable.

Article 9 – HOURS OF WORK

9.01 Hours of Work – Day Workers

The normal hours of day workers, including those workers who regularly work Monday to Friday, shall commence not earlier than 6:00 a.m. and end not later than 6:00 p.m. and be of seven (7) or eight (8) hours duration and thirty-five (35) or forty (40) hours per week as the case may be.

9.02 Length of Shift

A shift will normally be seven (7) or eight (8) hours in duration and shifts will total thirty-five (35) or forty (40) hours per week as the case may be. Should the City or the Union desire to have shifts longer than eight (8) hours in duration, such hours of work shall be introduced in accordance with the Employment Standards Act 2000, S.O. 2000, c.41, as amended.

9.03 Long Term Changes to Hours of Work

(a) Where the City determines that it is operationally desirable to change the hours of work of an employee, or group of employees covered by clause 9.01 to hours of work different from those as set out in clause 9.01, the City will provide the employee or group of employees and the Union with thirty (30) days' notice.

(b) Where the City determines that it is operationally desirable to change the shift of an employee or group of employees not covered by clause 9.01, the City will provide the employee or group of employees and the Union with thirty (30) days' notice.

(c) Within five (5) days of the date on which the City provides the Union with the notice described in clauses 9.03 (a) or (b) above, the Union may request a meeting with the City in order to discuss any issues arising out of any such change in hours of work or shift changes.

Upon such a request, the parties shall schedule a meeting to occur prior to the end of the notice period referred to in clauses 9.03 (a) and (b). Following the meeting, and prior to the end of the notice period, the City shall advise the Union as to what action it will take in relation to the change in hours of work or shift changes.

9.04 Running Lunch

(a) Where any group of employees in a work location, who report to the same supervisor, demonstrate that a majority wishes to have a running lunch and the City has identified an operational efficiency to be gained, a running lunch shall be granted.

Where the City determines that a running lunch is no longer operationally efficient, the running lunch will be discontinued with sixty (60) days written notice to the affected employees and the Union.

(b) Within five (5) days of the date on which the City provides the Union with the notice described in clause 9.04(a) above, the Union may request a meeting with the City in order to discuss the discontinuation of a running lunch.

Upon such a request, the parties shall schedule a meeting to occur prior to the end of the notice period referred to in clause 9.04(a). Following the meeting, and prior to the end of the notice period, the City shall advise the Union as to what action it will take in relation to the discontinuation of the running lunch.

Article 10 – SHIFT BONUS

10.01

(a) Each employee who works on the afternoon or night shift, shall be paid in addition to their regular wage or salary, a shift bonus of one dollar and thirty-five cents ($1.35) per hour, for each afternoon or night shift from time to time worked by such employee as part of their regular shift during such period; provided however, that the majority of hours worked on such shift, exclusive of overtime, falls within the period between 6:00 o'clock in the evening and 8:00 o'clock in the morning of the next following day.

(b) Each employee who works on a regularly scheduled rotating shift shall be paid in addition to the regular wage or salary, a shift bonus of one dollar and thirty-five cents ($1.35) per hour, for each day, afternoon or night shift from time to time worked by such employee as part of a regularly scheduled twenty-four (24) hour, seven (7) day per week rotating shift schedule.

(c) Each employee who works a regularly scheduled day shift on a Saturday and/or Sunday shall be paid a premium of one dollar and thirty-five cents ($1.35) per hour for all regular hours worked on that Saturday and/or Sunday, provided the employee is receiving no other premium or bonus pay for hours worked on such days.

(d) Each employee who, as a part of a regularly scheduled work week, works one half shift or more on the afternoon and/or night shift on a Saturday and/or Sunday shall be paid a week-end/shift premium of two dollars and seventy cents ($2.70) per hour for all regular hours worked on such scheduled shift. The week-end/shift premium shall be in lieu of the provisions of clauses 10.01 (a), (b) and (c).

Article 11 – CHANGE OF SHIFT

11.01

(a) Where the regular day, afternoon or night shift of an employee is to be changed, the employee shall be given forty-eight (48) hours' notice of such change.

(b) If the employee is given less than forty-eight (48) hours' notice of such shift change, they shall be paid at the rate of time and one-half (1 ½) for the first changed shift worked.

(c) If the second changed shift worked would otherwise have been a scheduled day off and it falls within forty-eight (48) hours of the notice of the shift change being given, the employee shall be paid at the rate of time and one-half (1 ½) for such second shift worked.

(d) It is understood and agreed that (a), (b), and (c) do not apply if the change of shift is caused by an emergency or to employees engaged in the first month of artificial ice rink operations.

(e) It is understood and agreed that a change of hours within a regular day, afternoon or night shift shall not constitute a change of shift.

11.02

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

Article 12 – DESIGNATED AND STATUTORY HOLIDAYS

12.01

(a) The days to be designated as holidays by the City in each year during the term of this Agreement shall be the following: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, National Day for Truth and Reconciliation and Remembrance Day (when National Day for Truth and Reconciliation and Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).

If the Provincial Government declares National Day for Truth and Reconciliation as a statutory holiday, it shall be granted regardless of the day on which it falls.

(b) When any of the above named holidays fall on a Saturday or Sunday (excepting Remembrance Day), the Friday preceding or the Monday following such holiday shall be designated by the City as the day of observance of such holiday.

(c) An employee whose scheduled work week is Monday to Friday shall be compensated for all holidays referred to in 12.01(a) or observed in accordance with 12.01(b), as the case may be, but not both, as follows:

(i) if the employee does not work on the designated holiday, the employee will be paid for a full day at their regular rate of pay;

(ii) if the employee works on a designated holiday, the employee will be paid two (2) times their regular rate for time so worked and in addition shall either:

(A) be paid for a full day at their regular rate of pay, or

(B) be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor.

FOR CLARITY – In order to be considered a Monday to Friday worker, the majority of the employee's regularly scheduled hours of work for the Monday shift must fall after 12:01 a.m. on Monday and for the Friday shift must fall before 11:59 p.m. on Friday.

12.02

(a) When a holiday, as referred to in clause 12.01(a) falls on a Saturday or Sunday employees who work any other shift other than Monday to Friday shall observe the holiday as it falls and shall be compensated as set out below:

(i) if the employee does not work on the actual holiday, the employee shall be paid for a full day at their regular rate of pay.

(ii) if the employee works on the actual holiday, the employee will be paid two (2) times their regular rate of pay for the time so worked and in addition shall either:

(A) be paid for the full day at their regular rate of pay, or

(B) be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor.

(b) When a holiday, as referred to in clause 12.01(a), falls on Monday, Tuesday, Wednesday, Thursday or Friday, employees who work any other shift than Monday to Friday shall observe the holiday as it falls and shall be compensated as set out below:

(i) if the employee does not work on the actual holiday, the employee shall be paid for the full day at their regular rate of pay.

(ii) if the employee works on the actual holiday the employee will be paid two (2) times their regular rate of pay for the time so worked and in addition shall either:

(A) be paid for the full day at their regular rate of pay, or

(B) be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor.

12.03

Requests for the lieu time shall not be unreasonably denied.

12.04

Should a holiday referred to in clause 12.01(a) fall on an employee's regularly scheduled day off, the employee shall be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor or be paid their regular rate of pay for the day.

12.05

(a) Subject to clause (b) hereof in addition to the designated holidays set out in clause 12.01, each employee coming within the Union shall be granted three (3) floating holidays in each calendar year which will be taken at a time selected by the employee and such request shall not be unreasonably withheld.

(b) A new employee must complete their probationary period with the City as set out in Article 5 before qualifying for the floating holidays. Following completion of the probationary period, floating holidays will be pro-rated for the remainder of the year as follows:

- On or before April 30, employee will receive three (3) floating holidays;
- May 1 up to and including August 31, employee will receive two (2) floating holidays;
- After August 31, employee will receive one (1) floating holiday

12.06

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

Article 13 – VACATION SAVINGS PAY AND VACATION WITH PAY

13.01

Temporary Seasonal Employees

(a) Temporary seasonal employees, as described under clause 2.02(b)(i) shall receive vacation savings pay (VSP) as part of their bi-weekly pay. Temporary seasonal employees whose work assignment has extended beyond twelve (12) continuous months may, for the remainder of their assignment, elect to continue to receive VSP or be entitled to vacation with pay in accordance with their service and the chart set out in clause 13.04, subject to clauses 13.02 and 13.07(b).

All Other Employees

(b) Subject to clauses 13.02, 13.03 (c) and 13.07 (b), all other employees shall receive vacation with pay in accordance with their service and the chart set out in clause 13.04.

Temporary Non-Seasonal Employees

(c) Notwithstanding clause 13.01 (b), temporary non-seasonal employees will have the option of receiving vacation savings pay (VSP) as part of their bi-weekly earnings.

13.02 Anniversary Date

Subject to clause 13.07(b), January 1st shall be an employee's anniversary date for vacation purposes in respect of this Article. All employees shall be entitled to receive vacation at any time after January 1st in the calendar year.

13.03 New Permanent and New Temporary Non-Seasonal Employees

(a) As of July 20, 2005, each new permanent and temporary non-seasonal employee shall be entitled to one and one quarter (1 ¼) vacation days (10 hours) per calendar month of service until December 31st of that year. If an employee works at least one half (½) of the scheduled days in any month, they shall be entitled to one and one quarter (1 ¼) vacation days entitlement.

(b) Subject to clause 13.07 (b), on January 1st, an employee in their first year of service will be credited with one (1) week of vacation with pay. On completion of the first year of service, they will be credited with a further two (2) weeks of vacation with pay.

(c) Thereafter, on every January 1st, the employee shall have placed to their credit their full vacation entitlement for the current calendar year in accordance with the chart referenced in this Article and January 1st shall become their anniversary date as per clause 13.02.

(d) Notwithstanding clauses 13.03(b) and/or (c), if an employee has a break in service as defined in clause 27.13, such vacation credited shall be pro- rated accordingly.

Conversion to Vacation with Pay

(e) A temporary employee, who receives VSP, and who becomes a permanent employee or elects under clause 13.01(a) to receive vacation with pay will continue to receive VSP until the first day of the month following their change to permanent status or election. Thereafter such employee shall be entitled to receive the balance of their vacation with pay prorated based on the days remaining in that year, in accordance with the chart set out in clause 13.04.

13.04

Employees shall be entitled to vacation with pay or vacation savings pay in accordance with the chart below:

SERVICE	**ENTITLEMENT**	
	VSP: Temporary Seasonal Employees (see clause 13.01 for option)	**Vacation With Pay:** Permanent Employees and Temporary Non-seasonal Employees (see clause 13.01 for option)
Prior to completion of first year of service	4% of bi-weekly earnings	one and one quarter (1 ¼) days vacation per calendar month of service prior to December 31st
On the pay period following completion of one year of service	2% of bi-weekly earnings for prior year of service	N/A

Following completion of one year of service	6% of bi-weekly earnings	(see clause 13.03 (b) for vacation during an employee's first year of service) three (3) weeks vacation
Following completion of 9 years service	8% of bi-weekly earnings	four (4) weeks vacation
Following completion of 17 years service	10% of bi-weekly earnings	five (5) weeks vacation
Following completion of 22 years service	12% of bi-weekly earnings	six (6) weeks vacation
Following completion of 30 years service in the 30th year only	14% of bi-weekly earnings	seven (7) weeks vacation
Following completion of 31 years service	12% of bi-weekly earnings	six (6) weeks vacation

13.05

There shall be no reduction of the vacation entitlement of an employee who takes or is granted pregnancy and/or parental leave pursuant to clauses 24.03(a) or 24.03(b) for the duration of such leave.

13.06

The normal vacation to which a retiring employee is entitled may be taken, at the employee's option, prior to the effective date of retirement or as a final payment in lieu of vacation with pay upon retirement.

13.07

(a) An employee who leaves the service of the City shall be paid any vacation owing.

(b) In the event that an employee leaves the service of the City, other than by reason of death or retirement, the City shall recover the value of any vacation as follows:

(i) An employee shall be eligible to receive vacation at any time after January 1st in the year in which increased vacation entitlement occurs, provided that the City shall recover the additional week of increased vacation entitlement if taken prior to actually completing the required service; and

(ii) If such employee was hired or converted to vacation with pay on or after July 20, 2005, the City shall recover from such employee the value of any vacation taken in excess of the amount earned in accordance with their service in the current calendar year.

(c) Where an employee dies on or after January 1st in any year and prior to receiving vacation in that year, the amount of vacation pay as set out in the chart contained in clause 13.04 shall be paid to the employee's estate.

Note: For Clarity, an employee hired prior to July 20, 2005 who received vacation entitlement, based on their previous years' service method, shall retain such entitlement placed to their credit. Notwithstanding, clause 13.07 (b)(i) shall apply.

13.08

Vacations will be scheduled in accordance with employees' seniority and the requirements of operations and such vacation requests shall not be unreasonably denied.

13.09

(a) Vacation due an employee shall be completed before the end of the calendar year. An employee may, with the approval of their Division Head or at the request of such Division Head and with the consent of the employee, postpone the whole or part of such vacation to the following calendar year. Such request must be received by either the employee or the Division Head as the case may be no later than October 1st in any year.

(b) In the event that there is no agreement to postpone the whole or part of such vacation to the following calendar year or, if no request is received by October 1st in accordance with clause 13.09(a), the Division Head shall consult with the employee regarding any preference that the employee may have regarding the scheduling of the remaining vacation. In the event that the employee's request cannot be accommodated, the Division Head shall then schedule the employee's vacation so that it is completed before the end of the calendar year or, if the employee so requests, they shall be paid out for any unused vacation at the end of the year.

13.10

Employees ineligible for the maximum number of days' vacation with pay shall, on request, be granted leave of absence without pay for the remainder of such maximum period.

13.11

A designated holiday, as set out in clause 12.01(a), which falls within a vacation period shall not be considered as a day of vacation.

13.12

An employee who is required to appear for jury duty or is requested by the City to appear as a witness in a court proceeding or is subpoenaed as a witness in a legal proceeding during their vacation period shall be granted, upon request, that the period of vacation time be changed to jury or witness duty leave.

13.13

Each employee taking two (2) consecutive weeks or more vacation shall be entitled to receive, prior to the commencement of such vacation, all pay due to them during the vacation period provided they give the Division Head at least thirty (30) calendar days advance notice in writing to that effect.

13.14

Employees shall be entitled to vacation in accordance with the provisions of this Article, provided that where an employee is not in receipt of salary or wages because of sickness or injury for a period of time which exceeds twenty-six (26) consecutive bi-weekly pay periods, their vacation entitlement shall be reduced by 1/26th for each such consecutive bi-weekly pay period in excess of twenty-six (26) consecutive bi-weekly pay periods.

13.15

An employee who is off on WSIB and as a result is unable to use all of their vacation entitlement prior to the end of the calendar year shall be paid out for any unused vacation at the end of the year, unless an agreement is reached to carry over some or all unused vacation in accordance with clause 13.09(a).

13.16

(a) An employee absent because of illness or injury who has exhausted their sick pay credits/Illness or Injury hours and capped sick pay credits, if any, may use vacation pay credits owing to them as sick pay credits/IIP hours. In that case, such credits/hours will be treated as sick pay credits/ IIP hours and the provisions of Article 14A or 14B will apply.

(b) An employee in receipt of IIP payment/sick pay, who has unused vacation, shall be entitled to defer their vacation to a mutually agreed upon time.

13.17

"Service" in this Article shall be as defined in Article 27 (Seniority and Service).

13.18

Where an employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of an illness or injury they shall be entitled to claim sick pay in lieu of vacation for such days of hospitalization, provided that written verification by a physician, is provided to their Division Head upon the employee's return to work. The period of vacation shall be rescheduled for a later date and unless approved shall not constitute an automatic extension of the originally approved vacation period. In the event that any extenuating circumstances arise in respect of this clause, the employee and a Local 416 representative may, upon the employee's request, review the matter with their Division Head.

LETTER OF AGREEMENT:
GRANDPARENTING OF YORK EMPLOYEES WITH 4 WEEKS VACATION

Employees covered by this Letter of Agreement remain under the York vacation schedule, as outlined below, for as long as they continue to be members of the Local 416 bargaining unit and do not have any entitlement under the new City vacation entitlement.

Employees of the former City of York who as of October 5, 1999 have qualified for four (4) weeks of vacation or more, notwithstanding anything to the contrary in the Collective Agreement, shall be entitled to vacation as identified below:

(i) Following completion of six years service – four weeks (20 working days).

(ii) Following completion of nine years service – five weeks (25 working days).

(iii) Following completion of seventeen years service – six weeks (30 working days).

(iv) Following completion of twenty-four years service – six weeks plus one day (31 working days).

(v) Following completion of thirty years service – six weeks plus two days (32 working days).

(vi) Following completion of thirty-five years service – six weeks plus three days (33 working days).

(vii) Following completion of forty years service – six weeks plus four days (34 working days).

(viii) Following completion of forty-five years service – seven weeks (35 working days).

LETTER OF AGREEMENT:
GRANDPARENTING OF EMPLOYEES WITH 6 WEEKS VACATION

Employees of the former municipalities of York, North York, Etobicoke, East York and Scarborough, and of the Scarborough Public Utilities Commission, Cityhome and Leaside Memorial Gardens who, as of October 5, 1999, are entitled to six (6) weeks of vacation or more, notwithstanding anything to the contrary in the Collective Agreement, will continue to be so entitled.

Article 14A – SICK PAY PLAN

Application

The Sick Pay Plan set out in this Article 14A applies only to employees hired prior to July 31, 2009, who elect, on or before November 18, 2009, to remain in the Sick Pay Plan.

The Sick Pay Gratuity and the Letters of Agreement/Understanding which are set out in Article 15 apply only to employees hired prior to July 31, 2009, who elected to remain in the Sick Pay Plan or who elected to have their sick bank frozen as at December 31, 2009, as set out in clause 14B.02(b)(i) of Article 14B.

14A.01

(a) Permanent employees shall be eligible to receive sick pay commencing the first of the month following completion of the probationary period.

(b) Temporary employees shall be eligible to receive sick pay commencing the first of the month following the completion of six (6) months of aggregate or continuous service with the City.

14A.02

Credits shall be cumulative from the beginning of the first complete month after the commencement of duties.

14A.03

In this Article “month” shall mean calendar month.

14A.04

Each employee shall receive a sick pay credit of one and one-half (1 ½) days for each month of “unbroken” service with the City, as defined in clause 14A.05 such credit to be cumulative.

Note: Any suspension of ten (10) days or less shall not be considered broken service.

14A.05

(a) Except as provided in 14A.05(b), a month of “unbroken” service shall be one in respect of which an employee receives pay (including any leave with pay), under the Collective Agreement for all scheduled days.

(b) If an employee returns from illness, without sick credits, and thereafter works and is paid on all working days of the month in which the employee returns to work the month will be considered a month of “unbroken” service.

14A.06

Except as provided in clauses 27.11, 27.12 and 27.13, (Service) when an employee is given leave of absence without pay for any reason, or is laid off, and returns to work upon expiration of such leave of absence or is recalled to work, they shall not receive credits for the period of such absence but shall retain their cumulative credits, if any, existing at time of such leave or layoff.

14A.07

If an employee is absent on account of illness and their cumulative sick pay credit has been exhausted, their service, for the purpose of this Article, shall be broken and, therefore, they shall not receive a credit of one and one-half (1 ½) days per month for the remainder of such absence.

14A.08

Subject to clause 39.01 (Right to Rescind Resignation) an employee who resigns their position with the City or is discharged for cause and is later rehired to the City Service, shall be considered a new employee and shall not be entitled to bring forward credits available prior to leaving the service.

14A.09

Whenever an employee's days of illness exceed their cumulative credit, the excess days of illness shall be regarded as days of illness without pay.

14A.10

Sick pay shall be paid for any time lost by reason of illness or injury, to the full extent of sick pay credits available to them at the time of each absence, except where an award is made under The Workplace Safety and Insurance Act 1997.

14A.11

The number of days or parts of days for which an employee receives sick pay shall be deducted from their Cumulative Sick Pay Credit but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work. Absence on account of illness for less than half a day shall not be deducted. Absence on account of illness for a half a day or more, and less than a full day, shall be deducted as one-half (½) day.

Occurrences

14A.12

(a) For the first (1st), second (2nd) and third (3rd) occurrence of absence due to illness or injury in a calendar year, an eligible employee will be eligible to receive Sick Pay commencing from the first day of absence. For the fourth (4th) and any subsequent occurrences of absence due to illness or injury in a calendar year, an eligible employee will be eligible to receive Sick Pay in accordance with the following chart:

OCCURRENCE PER CALENDAR YEAR	EMPLOYEE IS ELIGIBLE TO RECEIVE SICK PAY FROM:
First (1st), Second (2nd) and Third (3rd) Occurrence	First (1st) Day of Absence
Fourth (4th) and Subsequent Occurrences	Second (2nd) Day of Absence

Hospitalization

(b)

In the event the employee is hospitalized as an in-patient, the related absence shall not count as an occurrence for the purposes of clause 14A.12(a) and the employee will be paid from the first day of any absence.

Return to Work

14A.13

(a) An employee who is off work due to illness or injury shall co-operate in their early and safe return to work by:

(i) contacting their supervisor or manager as soon as possible after the commencement of the employee's absence;

(ii) co-operating in the City's return-to-work and accommodation process.

(b) An employee absent for more than three (3) consecutive working days shall provide, within seven (7) working days from commencement of absence, a certificate from their physician or nurse practitioner, providing the following information:

(i) the first day of illness or injury;

(ii) the first and last date the employee was seen by the physician or nurse practitioner.

The seven (7) day period may be extended by the Division Head if the employee is incapacitated to the extent that they are unable to produce the certificate of illness within that period.

(c) An employee absent for more than twenty (20) consecutive working days shall:

(i) provide immediately following such twenty (20) days, a return-to-work form completed by their physician or nurse practitioner, in the form provided by the City, providing the following information;

1. the date of injury or onset of illness;

2. the latest date the employee was seen by the physician or nurse practitioner;

3. whether the employee is capable of returning to work with or without restrictions and, in the event that the employee is not currently capable of returning to work, the duration the employee is unable to participate in work;

4. if the employee is, or will be, capable of returning to work with restrictions the physician's or nurse practitioner's opinion in relation to:

a. the nature of the restrictions that affect the employee's ability to return to work and the degree to which those restrictions limit that ability;

b. any limitations, on duties assigned to the employee, that the City is required to put in place in order to permit them to return to work;

c. the period of time the restrictions would apply

– and –

5. the date of the employee's next appointment with their physician or nurse practitioner;

(ii) provide an updated return-to-work form from their physician or nurse practitioner, in the form provided by the City, covering the same information, following each subsequent forty (40) consecutive working days of absence. The City may request and/or the employee may provide updated return-to-work information within the forty (40) day period if necessary to support accommodation efforts; and

(iii) provide the consent requested on the City's return-to-work form.

The Employer shall reimburse employees for the costs associated with filling out the return-to-work form up to sixty dollars ($60).

The parties agree that the return-to-work form shall be an Appendix to the Collective Agreement.

14A.14

An employee shall not be entitled to sick pay in advance of any credit they may earn in the current month. Any such credit becomes available on the first day of the succeeding month.

14A.15

An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a physician states that the employee is fit for further work on that shift.

14A.16

An employee may use up to six (6) days of their available accumulated sick credits per calendar year in order to care for ill dependants. Such absence shall be deducted from the employee's bank of accumulated sick credits and shall not be considered as breaking a month's service.

A dependant is defined as:

- The employee's spouse
- A parent, step-parent or foster parent of the employee or the employee's spouse
- A child, step-child or foster child of the employee or the employee's spouse
- A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- The spouse of a child of the employee
- The employee's sibling
- A relative of the employee who is dependent on the employee for care or assistance

Article 14B – ILLNESS OR INJURY PLAN

Article 15 – SICK PAY GRATUITY

15.01

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

15.02

Upon termination of employment with the City:

(a) there shall be paid to every employee who has been in the employ of the City for an aggregate period of at least ten (10) years;

(b) there shall be paid to the Estate of every employee, who dies while in the employment of the City having completed an aggregate service of at least ten (10) years with the City, an amount equal to one-half (½) the cumulative sick pay credits of the employee, but in no case shall the amount exceed the aggregate amount as set out in the following schedule.

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

15.03

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

(a) All time worked with the City and with any of the predecessor Municipalities, including the Municipality of Metropolitan Toronto, that now form part of the New City of Toronto.

(b) All time lost on account of absence for reasons of illness where the employee was paid for the absence or was on sick leave without pay.

15.04

An employee who is eligible for payments in accordance with clause 15.02 may select any option for payment that is permissible under the Income Tax Act.

15.05

An employee upon retirement shall be given the option of taking their cumulative sick pay credit grant in accordance with clause 15.02 as vacation time prior to their termination of employment.

15.06

In no case shall an award made by the Workplace Safety and Insurance Board be deducted from any authorized grant under this Article.

LETTER OF AGREEMENT:
SICK PAY CREDIT GRANTS FOR FORMER EMPLOYEES OF EAST YORK

Those employees who, as of October 5, 1999, were eligible for a sick pay gratuity payout upon the completion of seven (7) years of service shall continue to be covered by those provisions for the term of the Collective Agreement, notwithstanding anything to the contrary in the Collective Agreement.

LETTER OF AGREEMENT:
FORMER EAST YORK LOCAL 114 RETIREMENT ALLOWANCE

Notwithstanding clause 15.02, the following retirement allowances shall apply for employees of the former East York.

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

LETTER OF AGREEMENT:
FORMER EAST YORK LOCAL 114 EMPLOYEES
RE: SEVERANCE ALLOWANCE

Notwithstanding clause 15.02, for the term of this Agreement, the following severance allowances shall apply for employees of the former East York:

Severance

Upon voluntary termination of employment with the City, there shall be paid to the employee the whole or part of such an amount as is equal to one-half (½) of the cumulative sick pay credit of the employee, but in no case shall such amount exceed the aggregate amount of their salary and other remuneration set forth in column 2 of the following schedule and corresponding to the service requirements set forth in column 1 thereof:

Column 1	**Column 2**
At least 7 years but less than 10 years	Two (2) calendar months
At least 10 years but less than 15 years	Three (3) calendar months
At least 15 years but less than 20 years	Four (4) calendar months
At least 20 years but less than 25 years	Five (5) calendar months
More than 25 years	Six (6) calendar months

LETTER OF AGREEMENT:
FORMER CITY OF TORONTO (LOCAL 43) RETIREMENT ALLOWANCE

Notwithstanding clause 15.02, the following retirement allowance provisions shall apply for all employees of the former City of Toronto upon retirement:

(i) every employee who is retired on account of age; or retires from employment and is qualified to receive a pension pursuant to either paragraphs (1), (2) or (3) under heading “C” of the Schedule contained in Section 5 of By-law No. 375-70 of the City, and amendments thereto, being a By-law to provide improved benefits for certain employees and certain former employees, or pursuant to the Ontario Municipal Employees Retirement System or pursuant to an approved pension plan within the meaning of Section 250 of the Municipal Act respecting the employees of The Corporation of the Village of Forest Hill or of The Corporation of the Village of Swansea or the Local Board of Health of either of such Corporations; the whole or part of such amount as is equal to the cumulative sick pay credit of an employee, but in no case shall such amount exceed the aggregate amount of their salary or other remuneration for the period set forth in Column 2 of the schedule contained herein corresponding to the service requirement set forth in Column 1 thereof. The following is the schedule hereinbefore mentioned:

Column 1	**Column 2**
Service Requirement	Period
At least 10 years & Less than 15 years	Three (3) calendar months
At least 15 years & Less than 20 years	Four (4) calendar months
At least 20 years & Less than 25 years	Five (5) calendar months
At least 25 years	Six (6) calendar months

LETTER OF UNDERSTANDING:
FORMER CITY OF ETOBICOKE RETIREMENT ALLOWANCE

Notwithstanding clause 15.02 the following retirement allowance provision shall apply for all employees of the former City of Etobicoke who remained in the cumulative sick pay plan:

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

This Letter of Understanding will form part of the Collective Agreement.

LETTER OF AGREEMENT:
PAYOUT FOR SICK LEAVE CREDITS FOR FORMER CITY OF YORK

Employees of the former City of York, on staff prior to July 31, 1982, who did not enroll in the new STD plan will be covered by Option B, Schedule C of the former Local 10 Collective Agreement. Said employees shall receive sick pay-out in accordance with former City of York By-Law 2165.

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

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

Employees transferred into Local 10 subsequent to July 31, 1982 who would be covered by the above are included. Similarly, any employees of the former CUPE Local 840 who would be covered by the above are included. The employees referred to in this paragraph are those who are currently members of CUPE Local 416.

This Letter of Agreement shall form part of the Collective Agreement.

Article 16 – EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM DISABILITY INSURANCE

Eligibility for Benefits

16.01

(a) A permanent employee of the City, subject to clause 16.06(d), shall be entitled to the benefits provided for in this Article upon the completion of their probationary period as set out in Article 5.

(b) A temporary employee of the City, subject to clause 16.06 (d), who attains six (6) months of continuous service or six (6) months of aggregate service with the City shall be entitled to the benefits provided for in this Article.

(c) Where an employee is not in receipt of salary or wages because of sickness or injury for a period of time that exceeds fifty-two (52) consecutive bi-weekly pay periods, the employee shall be responsible for paying the cost of premiums for any of the benefits in this Article under which the employee has coverage.

(d) Clauses 16.02 and 16.03 shall apply to the eligible dependants of an eligible employee (as defined in clauses 16.01(a) and (b) above). Such dependants are defined as follows:

- An employee's spouse including common-law spouse and same-sex partner
- An unmarried child of the employee or the employee's spouse who is:
  - dependent on the employee for support
  - under twenty-one (21) years of age (up to twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support)
  - incapable of self-support because of a physical or mental disability and becomes handicapped before age twenty-one (21)

Benefits Book

(e) The City will provide each employee a copy of the benefit plan book and shall provide updates when they occur. The City shall provide Local 416 with a copy of the benefit plan book and updates for proofreading and comments prior to its distribution to employees.

Extended Health Care Benefits

16.02

The City will provide for all employees by contract with an insurer selected by the City an Extended Health Care Plan which will provide extended health care benefits. The City shall pay one hundred per cent (100%) of the premiums.

Eligible Expenses (Benefit year January 1st – December 31st)

- Semi-private hospitalization – difference between ward and semi-private hospital room.
- Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
- Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules
- Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars ($9) per prescription. The dispensing fee cap for eligible compound drugs shall be twenty-five dollars ($25) per prescription.
- Maximum of three hundred dollars ($300) per person per benefit year for smoking cessation medication
- Plus other non-prescription but life-sustaining drugs if they have a Drug Identification Number.

- Effective upon ratification, Erectile Dysfunction medication will be limited to a maximum of forty (40) tablets every three (3) months based on first paid claim, unless there is a medically supported requirement that an employee receive a greater number of tablets.
- Non-generic drugs will be covered:
    - If there is no generic substitution; or
    - If generic drugs are the same cost to the City, or more expensive; or
    - Upon the insurer's approval of an application completed by the employee's physician confirming that the generic drug is not medically effective, or not medically tolerated, such approval shall not be unreasonably withheld.
- Private-duty nursing at home, when medically necessary, to a maximum of twenty-five thousand dollars ($25,000) for every three (3) benefit years.
- Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or masseur (after OHIP ceases to pay for treatment) to a maximum of four hundred and fifty dollars ($450) per person, per practitioner, per benefit year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of nine hundred dollars ($900), the combined value of the two benefits, per person, per benefit year. It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath in accordance with the Medicine Act, 1991, or Nurse Practitioner in order to be eligible for reimbursement.
- For clarity, the City will apply Article 16.02 of the Collective Agreement on the basis that the doubling up of the paramedical benefits pursuant to this Article permits employees to elect to receive a maximum of nine hundred dollars ($900) for any one (1) paramedical service and four hundred and fifty dollars ($450) for four (4) of the five (5) remaining paramedical services for a maximum benefit of two thousand and seven hundred dollars ($2,700) per benefit year. It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath in accordance with the Medicine Act, 1991, or Nurse Practitioner in order to be eligible for reimbursement.
- For prescriptions from an Osteopath, the Osteopath must be a member of an Osteopathic Association.
- Services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars ($2,000) per person per benefit year.
- Psychologist services, to a maximum of one thousand dollars ($1,000) per person per benefit year. Psychologist services providers are registered psychologists, registered psychotherapists or registered Masters of Social Work (MSW) practitioners who are members in good standing with their respective Colleges.
- Up to five hundred dollars ($500) per person in any twenty- four (24) consecutive month period for contact lenses and/or eyeglasses prescribed by an ophthalmologist or licensed optometrist. This coverage can also be used to cover the cost of laser surgery. In addition, up to one hundred dollars ($100) for one (1) routine eye exam every twenty-four (24) consecutive months.
- Employees will be reimbursed up to a lifetime maximum of four hundred and fifty dollars ($450) per person toward the cost of laser eye surgery and such amount may be combined with the aforementioned eyeglass/ contact lens coverage for a one time combined maximum of nine-hundred ($900) dollars. An employee or dependant who claims reimbursement for laser eye surgery will not be eligible for any eyeglasses/contact lens coverage during the forty-eight (48) months following the date of the laser eye surgery. Should an employee leave the employ of the City prior to being entitled to the coverage of the second benefit period, the amount owing will be deducted from the employee's final pay cheque.
- Hearing aids including repairs and batteries to a maximum of one thousand and six hundred dollars ($1,600) per person for every three (3) benefit years.
- Coverage for one (1) Prostate Specific Antigen (PSA) test or one Ovarian Screening Test (CA125II) per person per benefit year to a maximum of forty dollars ($40) per year per person.
- One (1) pair of orthotic devices per person every two (2) benefit years provided they are prescribed by a medical doctor, orthopedic surgeon, chiropodist or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall be limited to three (3) pairs of orthotic devices per benefit year.
- One (1) pair of orthopedic devices per person per every two (2) benefit years provided that they are prescribed by an orthopedic surgeon or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall be limited to three (3) pairs of orthopedic devices per benefit year.

- Out of province/country coverage for emergency medical treatment for employees and their dependants.
- Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan:
    - Ambulance services, dental services to repair damage to natural teeth and dentures, which start within twelve (12) months of the accident, rental of medical equipment, casts, braces, crutches, etc., artificial limbs and eyes, plus other expenses such as wigs, elastic stockings, breast prostheses, etc., to the extent that they are reasonable and do not exceed the limits to be established in our plans.
- The parties agree to adopt the GSC Biosimilar policy, with implementation no sooner than January 1st, 2026.
- The parties agree to add the GSC Gender Affirming Care Benefit: $10,000 lifetime maximum for any necessary medical care supported by a medical doctor for gender affirming care, which is not otherwise covered by a provincial health plan (e.g., OHIP).
- The parties agree to add the Family Building Benefit: $10,000 lifetime maximum per family for any necessary medical or legal costs related to family building.

Dental Benefits

16.03

The City will provide for all employees by contract with an insurer selected by the City a Dental Plan which will provide dental benefits. The City shall pay one hundred percent (100%) of the premiums.

Eligible Expenses

(One year lag ODA fee guide for general practitioners; other expenses to reasonable and customary charge; benefit year – January 1st –December 31st)

One hundred percent (100%) for:

- Preventive, diagnostic emergency or palliative procedures, including oral exams, scaling and cleaning, topical fluoride solution treatment, consultations, diagnostic procedures, xrays and preventive services, subject to current limits on frequency and subject to a nine (9) month recall for routine exams for adults and a six (6) month recall for routine exams for eligible dependants under the age of eighteen (18)
- Restorative procedures, such as fillings – amalgams (acrylic or composite for front teeth)
- Surgical services (extractions) and anaesthesia
- Periodontal and endodontic services, including space maintainers for missing primary teeth
- Administration of antibiotic drugs by attending dentist.
- Sixty percent (60%) major restorative procedures, seventy percent (70%) dentures – to a maximum of four thousand dollars ($4,000) per person per benefit year:
- Major restorative procedures, such as inlays, on-lays, gold fillings, crowns, repair and re-cementing of same, initial installation of fixed bridge work and repair of same; replacement of a fixed bridge which is five (5) or more years old
- Initial installation of full or partial dentures, and repair, returning and releasing replacement of dentures which are five (5) or more years old.
- Fifty percent (50%) – to a lifetime maximum of four thousand dollars ($4,000) per person:
- Orthodontic procedures, including consultation, diagnostic services, preventive, interceptive and corrective orthodontics.

Group Life Insurance

16.04

(a) The City will provide for all employees, by contract with an insurer selected by the City, group life insurance, in the amount of two times (2x) the employee's annual salary for each such employee covered by such insurance, and the City shall pay one hundred percent (100%) of the premium(s) for such insurance chargeable in respect of each such employee covered thereby. The amount of group life insurance shall be amended to twenty thousand dollars ($20,000), effective the first of the month following the employee's seventieth (70th) birthday.

Optional Group Life Insurance

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

The City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life Insurance up to a maximum of twenty thousand ($20,000) dollars for each child of the employee, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.

The Optional Group Life Insurance for spouses and children shall only be available until the first of the month following the employee's or the insured's seventieth (70th) birthday, whichever is earlier.

16.05

All employees shall, as a condition of employment, participate in the group life insurance to be provided in accordance with clause 16.04(a) hereof.

MEMORANDUM ITEM ONLY:
ACTIVATION OF DRUG CARDS

The City agrees that drug cards for eligible recalled employees shall be activated as soon as reasonably possible following the employee's recall date.

The activation of benefits will be retroactive to the date of recall or date of eligibility, as applicable.

Where an employee has extraordinary circumstances, such circumstances will be brought by the Union or the employee to the attention of the Manager, Employee Benefits, for prompt resolution.

Long Term Disability

16.06

(a) The City will provide for all employees by contract with an insurer selected by the City, a Long Term Disability plan for employees and will pay one hundred percent (100%) of the cost thereof to provide a long term disability benefit of seventy percent (70%) of basic salary for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workers' Compensation or any other plan to which the City makes any contribution, such long term disability benefit to be payable after six (6) continuous months' absence from work on account of illness or injury; provided that no employee shall be eligible to collect Long Term Disability benefit payments so long as they are in receipt of sick pay benefits from the City.

Employees in receipt of Long Term Disability (LTD) benefits as of February 29, 2016 shall continue to receive seventy-five percent (75%) of basic salary for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workers' Compensation or any other plan to which the City makes any contribution. Upon termination of their LTD benefits, the employee will only be entitled to receive seventy percent (70%) of basic salary for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workers' Compensation or any other plan to which the City makes any contribution.

(b) Except where a premium waiver applies, the City will ensure the continuation of existing benefit coverage, as set out in this Article, of an employee who has applied for the long term disability benefit but who has exhausted their sick pay credits prior to the conclusion of the six (6) month waiting period. In no case shall the period of such continued coverage exceed fifty-two (52) consecutive bi-weekly pay periods in accordance with clause 16.01(c).

(c) The City shall provide employees who are in receipt of the long term disability plan benefit, benefit coverage under the Extended Health Care and Dental plans.

The City shall pay one hundred per cent (100%) of the premiums.

(d) Employees will be eligible for LTD benefits, as follows:

(i) All employees who have been approved for or collecting Long Term Disability Benefits effective September 27, 2007, will retire at the end of the month in which they turn sixty-five (65) years of age and they will not be eligible for the benefits outlined in 16.02, 16.03, 16.04 (a) and (b), and 16.07, or for LTD benefits after their retirement date, as provided in this clause.

(ii) Employees who are less than sixty-three (63) years of age when they become disabled will be eligible for LTD benefits until they reach age sixty-five (65).

(iii) Employees who are actively at work and working at sixty-three (63) years of age or older and become continuously ill for 1040 IIP hours/sick pay will be eligible to apply for LTD Benefits and

will have a third-party medical assessment (performed by the City's benefit carrier) to determine the status of their disability. The assessment process will be consistent with the medical assessment process in place at the time for employees under age sixty-five (65) who are applying for LTD Benefits.

If an employee is approved for LTD benefits based on medical evidence, the employee will be provided with seventy percent (70%) of their annual salary at date of illness for a lifetime maximum period of eighteen (18) months (subject to the limitations contained in this Article) commencing 1040 continuous hours from the date that they became disabled, and subject to the employee's ongoing obligations to provide evidence of continuing disability. After completion of the two (2) year disability period (i.e., 1040 continuous IIP hours/sick pay and 18 months of LTD), the employee will retire from the City of Toronto.

(iv) If an employee returns to work prior to the completion of the two (2) year disability period and becomes ill again, they will only be eligible for LTD benefits, if they are off ill or injured for another 1040 continuous hours and after being re-assessed, and approved. If these criteria are met, the employee will receive seventy percent (70%) of their pre-illness salary for a period equal to the difference between any previous disability period, including WSIB benefits, that was incurred after the employee reached age sixty-three (63) and the two (2) year maximum.

(v) Where an employee over the age of sixty-three (63) goes off on illness and does not have IIP hours/sick pay, the employee will be reported off illness no credit/no pay and be eligible to apply for sick benefits with Employment Insurance for the first 1040 continuous hours or the period of no pay status.

(vi) Notwithstanding anything else contained in this clause, employees will not be eligible for LTD benefits beyond the end of the month in which their seventieth (70th) birthday occurs and all LTD payments shall cease at that time.

OMERS Regulations:

The two (2) year City funded disability period (i.e., 1040 continuous IIP hours/ sick pay and 18 months of LTD), will be considered an "Approved Leave of Absence" with respect to OMERS. The employee will have the option to buy back this period from OMERS at their expense. If the employee chooses not to purchase this period, it will not be considered eligible service.

Expedited Dispute Resolution Process

(e) In the event that a difference arises relating to the interpretation, application or administration of clause 16.06(d) the following expedited dispute resolution procedure shall be followed:

(i) either party shall have the right to refer the matter to the City's Director of Employee & Labour Relations and to the President of Local 416, or their respective designates, for immediate discussion and speedy resolution;

(ii) in the event that the matter is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration;

(iii) if either party refers the matter in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) days of its referral:

E. Gedalof; J. Nyman; S. Price; M. Wright

(iv) The arbitrator's decision shall be rendered, with or without reasons on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision.

Accidental Death and Dismemberment Insurance

16.07

The City shall provide, for all employees, by contract with an insurer selected by the City, Accidental Death and Dismemberment Insurance, based on an amount equal to two (2) times the employee's annual salary rounded to the next higher one thousand dollars ($1,000) if not a multiple thereof. The City shall pay one hundred per cent (100%) of the premiums. The amount of Accidental Death and Dismemberment Insurance shall be amended to twenty thousand dollars ($20,000), effective the first of the month following the employee's seventieth (70th) birthday.

16.08

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

16.09

(a) In the event there is a change of carrier and/or insurer, as the case may be, during the term of this Collective Agreement, the City undertakes to conduct meaningful discussions with Local 416 in the selection of any new insurer.

(b) If there is a change in carrier, the City shall ensure that the level of benefits will remain unaffected by such change, unless otherwise agreed.

Benefits Monitoring Committee

16.10

A Benefits Monitoring Committee shall be established consisting of up to four (4) representatives from each of Local 416 and the City. This Committee shall be jointly chaired by the Director, Pension, Payroll and Employee Benefits, and the President of Local 416, 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; where employees believe their claims have been administered incorrectly, including claims where employees have incurred expenses above the administrative limits; 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 416 and the City.

The Committee shall meet at the request of either party.

MEMORANDUM ITEM ONLY
JOINT BENEFITS COMMITTEE

1. The Parties agree to establish a Joint Benefits Committee (JBC) and meet within ninety (90) days of March 6, 2020. The JBC will be comprised of six (6) members: three (3) representing the City and three (3) representing Local 416. The JBC shall meet at the request of either party.

2. The purpose of the JBC will be to meet, discuss, review and jointly develop recommendations on a comprehensive review of the City's overall Benefits Program (i.e., Sick Plans, LTD Plan, Extended Health & Dental Plans, Drug Plan etc.) for Local 416 with the objective of meeting the employee coverage requirements and the City's needs of providing a fiscally sustainable comprehensive benefit program. The review will include the support of a mutually agreed upon benefits consultant to be retained and paid for by the City.

3. Each Local 416 Representative shall suffer no loss of pay, benefits or service and seniority during the employee's regular working hours for time spent working on the JBC.

Scope of the Joint Benefits Committee:

4. The duties of JBC shall include, but not be limited to:

- **a.** Reviewing the current overall benefit plans and related language in the Collective Agreement and making mutually agreeable recommendations that address issues including, but not limited to:
  - **i.** Full analysis of the current trends and expenditures to identify issues, gaps and challenges with the current plan design;
  - **ii.** Review of benchmarking information for comparable benefit plans through a holistic approach and not individual entitlements;
  - **iii.** Review of alternative approaches in plan design to achieve the objectives identified in paragraph 2 above;
  - **iv.** Review of a Preferred Provider Network to assist in employee education and financial costs;
  - **v.** Review of a drug management policy to assist in employee health and safety;
  - **vi.** Review of all available external benefit providers and income sources to consider opportunities for integration, reduce the burden on the City plans and enhance the financial sustainability for the City plans;
  - **vii.** Review of joint programs to educate employees on consumer behaviour and awareness to manage benefit expenditures.

b. In order to meet the timelines noted below, identify the need to establish working groups to conduct research and/or review, develop and make joint recommendations related to alternative approaches and plan design.

Recommendations of the Joint Benefits Committee:

5. The JBC shall operate on the basis of consensus decision making and shall work diligently to resolve any differences.

Upon completion of this work, but no later than eighteen (18) months from the date the Committee is established, the JBC shall endeavour to jointly make written recommendations for consideration.

Article 17 – PENSIONS AND RETIREMENT

17.01

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

(b) All employees hired after January 1, 1998, shall enroll in the OMERS plan.

(c) All current and retired employees who were members of pension plans other than the OMERS plan as of January 1, 1998, shall continue to participate in those plans.

(d) Without limiting the generality of the foregoing, the pension plans to which clause 17.01(c) applies include, but are not limited to:

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

It is understood and agreed that this list includes all non-OMERS pension plans of which the parties are aware. However, it is also understood and agreed that the list is not an exhaustive list, and that any other non- OMERS pension plans of which either party becomes aware during the term of this Collective Agreement will also be covered by clause 17.01(c).

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

17.02

The pension premium payments for every employee on leave of absence on Union business shall continue to be made notwithstanding such leave, and the Union shall pay the City for both the employer and employee share of such premium payments during such leave on a quarterly basis as invoiced therefore by the City.

17.03

(a) An employee who has at least ten (10) years of credited Pension service with the City, including predecessor service, and who elects early retirement shall be eligible for the continued coverage of benefits set out in clauses 16.02 (Extended Health Care Benefits), 16.03 (Dental Benefits), and 16.04(a) (Group Life Insurance), at employer cost, until such employee attains the age of sixty-five (65) years. Such benefits will be effective upon the date on which the employee actually retires.

(b) An employee hired prior to the date of ratification of the Memorandum, and who at retirement does not have ten (10) years of credited pension service with the City, including predecessor service, shall be entitled to the benefits as outlined above in clause 17.03(a), at employer cost, up to and including the last day of the month in which their sixty-fifth (65th) birthday occurs.

17.04

Where an employee who elects early retirement and is eligible for benefits in accordance with clause 17.03 dies prior to their sixty-fifth (65th) birthday, said employee's spouse (insured at the time of death) and as defined in clause 16.01(d) and eligible dependants as defined in clause 16.01(d) shall continue to be covered by said benefits with the exception of those benefits provided under clauses 16.04(a) (Group Life Insurance) and 16.04(b) (Optional Group Life Insurance) up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.

FOR CLARITY – (Insured at time of death) means the spouse covered by the employee's benefit plan at the time of the employee's death will continue to receive the benefits as opposed to the spouse at the date of the employee's retirement (if they are different).

17.05

Where an employee who would have been eligible to elect early retirement dies prior to actually taking early retirement, and provided that such employee was eligible for benefit coverage at the time of their death, the employee's spouse shall, with the exception of those benefits provided under clauses 16.04(a) (Group Life Insurance) and 16.04(b) (Optional Group Life Insurance), be eligible for the benefit coverage as set out in clause 17.03 for the period from the date of the employee's death up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.

17.06

The City shall provide a paid up group life insurance policy in the amount of five thousand dollars ($5,000) for those employees who retire at the age of sixty-five (65), and to employees on LTD upon the attainment of age sixty-five (65).

NOTE: Any employee who is eligible for retiree benefits beyond age sixty-five (65) at November 20, 2001 shall continue to be eligible for said benefits.

17.07

The City shall not implement nor offer any Early Retirement Incentive Package(s) to any employee(s), until it has had meaningful consultation with the Union.

Article 18 – TRANSFERS

18.01

(a) An employee wishing to transfer to another work location within the same classification may submit such request in writing to the Chief People Officer, People & Equity. Such request for transfer shall only be allowed if there is another employee in the same classification who wishes a transfer.

(b) It is understood and agreed that vacancies shall not be considered for a lateral transfer under this procedure.

(c) In accommodating requests for transfer under (a) above, the City will take into account the availability of positions at a work location and seniority. The City will post such requests in the requested location(s) for a period of thirty (30) days. The City shall make a reasonable effort to satisfy such requests.

Memorandum Item Only - Intra-divisional Transfers within Parks & Recreation

The parties agree that they will meet to discuss a process concept to fill Parks and Recreation vacancies through intra-divisional transfers.

Article 19 – JOB POSTINGS

The parties agree to implement the following changes no sooner than April 1st, 2025.

Job Call Process

19.01

When a permanent vacancy arises or a new job is established within the Local 416 bargaining unit, the vacancy shall be posted in accordance with this Article.

It is understood that all permanent vacant positions within the bargaining unit shall be posted within three (3) months of the vacancy occurring. In the event the City does not intend to fill a permanent vacancy, the City agrees to advise the Union.

The Division Head concerned shall notify the Chief People Officer, People & Equity of the City accordingly, setting forth the duties of the position and the specific qualifications.

The Chief People Officer, People & Equity shall arrange for the position to be made known to all employees through the Job Call procedure. The job call procedure shall apply only to permanent positions save and except the position of Paramedic Level 1.

Permanent positions will be posted within the Toronto Public Service on the City's job posting portal.

The Chief People Officer, People & Equity shall:

(a) where necessary, prepare and conduct assessments and evaluate the applicants' experience, education or equivalency and ability to perform the work satisfactorily;

(b) establish lists of candidates and certify names on such lists to Division Heads for selection and recommendation for the filling of such job postings;

(c) provide electronic and hard copies of any Job Call notice to the President of Local 416 or their designate at least three (3) working days prior to the actual posting; said copies shall be kept in confidence until the date on which the Job Call notice(s) is posted; and

(d) within ten (10) working days following the Job Call process, provide the Recording Secretary of the Union with a copy of the list of all applicants to the posting with their seniority, including identifying the successful applicant(s).

Job Call Notices

19.02

(a) Each Job Call notice shall state:

(i) the general duties of the position;

(ii) the Division and current work location;

(iii) the bargaining unit in which the position is situated;

(iv) the hourly rate;

(v) the qualifications required, including those qualifications which will be used in the application review;

(vi) the number of vacancies;

(vii) the procedure for making application;

(viii) the closing date for receiving applications;

(ix) the contact person;

(x) the assessments, if any, that candidates must undergo for the position; and

(xi) the current hours of work and current applicable shift(s).

(b) Such qualifications and assessments shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

(c) The closing date provided for in the foregoing (a) (viii) hereof shall not be less than two (2) weeks from the date of issue of the Job Call.

(d) Applications for posted permanent positions shall be made as directed on the job posting. An employee may apply for a position in a classification that is at the same, or higher or lower rate of pay than their present classification.

Application Review

19.03

(a) Applications will be reviewed against the qualifications indicated in 19.02(a)(v). An employee whose application has been rejected because of insufficient qualification for the position shall be notified in writing.

Such notification shall specify which qualifications were deemed insufficient within the employee's application in order to permit the employee an opportunity to respond in writing with any additional information. For an employee to have their application re-considered for that posting, the People & Equity contact must receive any additional information in writing within five (5) working days of the date of written notification to the employee, and the People & Equity contact will respond within five (5) working days as to whether or not the employee will be proceeding.

The City will not proceed with awarding the position(s) to an employee junior to the employee that may want their application re-considered, until after the five (5) working day period.

(b) It is understood that, with respect to senior qualified positions, no employee's application will be rejected on the basis of insufficient qualification if they hold or have performed the duties of the same job classification as the one applied for and possesses the required licences and certifications or could acquire same within the qualifying period as set out in 19.05(b).

(c) It is also understood that, with respect to senior qualified positions, no employee's application will be rejected on the basis of insufficient qualification solely because they lack operating experience in vehicles currently relevant to the position, if they hold the driver's licence required by the City to operate that class of vehicle and could acquire the ability to do so within the training period referenced in 19.05(c).

(d) Any applicant for a Job Call notice or candidate participating in an assessment who has a complaint regarding the procedure or any other matter may have their complaint placed before the Chief People Officer, People & Equity

Assessment Process

19.04

(a) If passing an assessment is required to qualify for a particular position, such assessment shall be conducted in a manner that will provide a fair evaluation in accordance with Article 19.

(b) Assessments may be written, oral, physical or by demonstration of skill, training, experience, or any combination thereof, as may be determined by the Chief People Officer, People & Equity. Candidates may be assessed on their ability to operate relevant equipment currently used in the performance of the job.

(c) Applicants to a Job Call notice shall be notified in writing of the outcome of their application, assessment or standing on the list, as applicable.

(d) The Chief People Officer, People & Equity shall permit any applicant to review their examination paper, at any time within thirty (30) days of notification.

Senior Qualified Process

19.05

(a)

(i) With the exception of the jobs identified in clause 19.06, job postings within the bargaining unit shall be filled on a senior qualified basis.

The parties agree to employ the terms set out in the Letter of Agreement – Eligibility List dated December 16, 2024.

(ii) The City shall assess applicants in order of seniority, until enough candidates have been identified to fill the posted position(s). Assessments will be for the purpose of determining qualifications and ability to perform the duties of the position.

(iii) It is agreed that when the senior applicant being considered under clause 19.05(a)(ii) holds the same job classification as the one applied for or who has performed in the classification for a period of at least four (4) continuous months in the previous two (2) years, and possesses the necessary licences and certifications, they shall have been deemed to have met the period of assessment under clause 19.07(a) and will not be subject to any further review, evaluation or assessment and shall be forthwith appointed to the position, provided the City may interview such employee in order to confirm this information.

(iv) It is agreed that when the senior applicant being considered under clause 19.05(a)(ii) holds the same job classification as the one applied for or who has performed in the classification for a period of at least four (4) continuous months in the previous two (2) years and who meets the criteria outlined in clause 19.03(b), they shall be assessed only for the purpose of determining any requirements to acquire the necessary licence and/or certification within the thirty (30) working day qualifying period as referenced in clause 19.05 (b).

(v) It is agreed that when the senior applicant being considered under clause 19.05 (a) (ii) meets the criteria outlined in clause 19.03(c) they shall be assessed only in relation to non-driving related duties.

(vi) Notwithstanding clauses 19.05(a)(iii), 19.05(a)(iv), and 19.05(b), for an employee to be considered deemed qualified in the classifications listed below, the employee must work, or have worked in the same job classification within the same division as the one applied for a period of at least four (4) continuous months in the previous two (2) years.

- Electrical Instrumentation Control Technician
- Electrician
- General Handyworker 1
- General Handyworker 2
- General Handyworker 3
- Industrial Millwright
- Materials Management Clerk 1
- Materials Management Clerk 2
- Plumber
- Welder 2
-

Qualifying Period

(b) In circumstances where the senior candidate for a senior qualified position holds the same classification as the position applied for or has performed in the classification for a period of at least four (4) continuous months in the prior two (2) years and does not possess the necessary licence, certification and/or experience for the position, the City shall provide training during a thirty (30) working day qualifying period for them to become appropriately licensed, certified and/ or experienced.

Training Period

(c) In circumstances where the senior candidate for a senior qualified position does not possess experience operating the vehicles currently relevant to the position but possesses the necessary licence to operate vehicles of that class, the City shall provide a training period of thirty (30) working days for them to acquire such operating experience.

(d) No employee shall be dismissed for failing to acquire the necessary licence, certificate and/or experience during the thirty (30) working day period as provided for in clauses 19.05 (b) and (c) above. An employee failing to do so shall be returned to the position they held immediately prior to the promotion.

(e) When an employee is returned to their position in accordance with clause 19.05(d), the City shall offer the resulting vacancy (including location and shift) in order of greatest seniority to employees that were on the Candidate List for the original job posting that were not previously offered the vacancy.

Relative Ability Process

19.06

(a) Selection to the positions listed below shall be on the basis of qualifications, experience, education or equivalency and ability to perform the work satisfactorily. When these factors are relatively equal, seniority shall govern.

A Candidate List will be established for the filling of the posted permanent position including the resulting vacancy(ies) if any.

- Auto Mechanic Grade 1 (Leadhand)
- Animal Control Officer 1
- Animal Control Officer 2
- Arborist Handyworker
- Building Maintenance Coordinator
- Certified Pool Technician
- Critical Care Paramedic
- Field Investigator Roads
- Inspector Transportation Services
- Inspector ECS & Toronto Water
- Leadhand Arborist
- Leadhand Facilities & Constuction
- Leadhand Facilities PF&R
- Leadhand Horticulture PF&R
- Leadhand Mechanical & Maintenance PF&R
- Leadhand Natural Resources
- Leadhand Parks PF&R
- Leadhand Parks Development PF&R
- Leadhand Ravines PF&R
- Leadhand Ski Hill Operator Centennial
- Leadhand Ski Hill Operator Earl Bales
- Maintenance Mechanic Foreperson
- Marine Engineer 1
- Nursery Technician
- Operational Services Worker

- Provincial Offences Officer Forestry
- Subforeperson Equipment Repair
- Tree Nursery Technician
- Veterinary Technician 1
- Water Maintenance Worker 1
- Water Service Technician 1

(b) When the City issues a job posting for more than one (1) vacancy for a relative ability position, employees will be selected in accordance with the relative ability process and the criteria identified in clause 19.06(a). Once that has been completed, the selected employees will then be offered, in order of greatest seniority, the opportunity to select work location and/or shift from among the available vacancies.

LETTER OF AGREEMENT:
ELIGIBILITY LIST

1. The Union and The City of Toronto agree that it is in the interest of both Parties to fill vacancies and resulting vacancies more quickly and efficiently.

2. This shall include the following:

a) Eligibility lists shall be created for:

- Arena Operator
- Arena Pool Operator 2
- PFR Custodian
- Pool Operator
- Traffic Handyworker 2
- Transfer Station Operator
- Water Maintenance Worker 3

Subject to mutual agreement, the above list of classifications may be expanded.

b) An Eligibility List is a list of qualified candidates, in seniority order, who have applied for a classification in 3 (a) above. The Eligibility List shall be valid for the filling of permanent requisitions, and for any additional vacancy(ies) that become available, during the Eligibility List's validity period.

c) The Eligibility Lists will be valid for a total of 6 months (First posting will be valid January 1st to June 30th , April posting will be valid July 1st to December 31st) and will be used to fill any permanent requisitioned vacancies and resulting vacancy(ies) that occur during that time.

d) Assessments will take place after the posting closes to qualify applicants in accordance with Article 19.05. Candidates may also be pre-qualified through the Interim Alternate Process - Qualified Employee Inventory List (QEIL). An Eligibility List will be established listing all qualified candidates.

e) An employee who qualifies as a result of an assessment arising from the Eligibility List Pilot posting, will have the job classification added to the City's QEIL database no later than the date the Eligibility List is established. In the event an employee receives notice of layoff, prior to the QEIL being updated, the City will take all necessary steps to ensure the QEIL is updated prior to the commencement of bumping for said employee. The City commits to continuing to review opportunities to expedite updates to the QEIL database, for the purposes of the Eligibility List Pilot.

f) Subsequent to candidates accepting a vacancy through the Eligibility List, they will only be offered newly requisitioned permanent vacancies in seniority order for the duration of the list.

g) The City of Toronto may post additional postings once the Eligibility List(s) contains ten (10) candidates or less.

h) An employee may decline an offered vacancy a maximum of two (2) times following which they will be removed from the list.

i) The Union shall be given a copy of the Eligibility List(s), declines, and placements once established on a monthly basis.

j) Candidates on the Eligibility List (s) may identify details of a quadrant, specific location(s) and/or shift(s) that they are not interested in. Employees must update Talent Acquisition in writing if they

wish to make changes to their specified quadrant(s) or location or shift preference within the life of the Eligibility List but not within two (2) weeks of the expiry of such list.

k) For the purposes of this Letter of Agreement, a quadrant shall be defined by the intersection of Yonge Street and Eglinton Avenue and the borders of the City of Toronto:

a. North-West

b. North-East

c. South-West

d. South-East

3. The Eligibility List(s) created under this pilot shall only be used for the positions listed in this Letter of Agreement. Other vacancies shall be filled in accordance with the terms and conditions of Article 19.

4. Either the City of Toronto or the Union can terminate the process established under this Letter of Agreement with ninety (90) days' advance notice. Before any such notice is given, the parties must engage in meaningful dialogue regarding any issues or concerns.

Reversion

19.07

(a) All successful applicants to permanent positions shall be subject to a three (3) month assessment period.

(b)

(i) Prior to the end of the three (3) month assessment period, if an employee is reverted by the City or a reversion is requested by an employee who previously held a permanent position, they shall be reverted to the permanent position held immediately prior to the promotion or appointment.

(ii) In the event the former position has been filled in the interim, such permanent employee will be returned to a vacancy within the classification they held immediately prior to the promotion or appointment.

(iii) Should no substitute position be available, a supernumerary position at the pre-promotion salary level will be created for the employee until such time as a position becomes available.

(c) Prior to the end of the three (3) month assessment period, if an employee is reverted by the City or a reversion is requested by an employee who previously held a temporary position, they shall be reverted to the temporary position held immediately prior to the promotion or appointment, and they shall have the right to exercise any recall or bumping rights that may be available to them in accordance with clause 28.16 of the Collective Agreement.

(d) When a reversion occurs, the City may offer the resulting vacancy (including location and shift) to employees that were on the Candidate List for the original job posting who were not previously offered the vacancy.

Accommodation

19.08

(a) Notwithstanding clause 19.01 hereof, a permanent employee who has become incapable of fully performing their regular duties because of injury, occupational disease, advancing years or disability may be given preference for any available vacant permanent position for which they are considered able to perform without the Chief People Officer, People & Equity being required to advertise such position, provided that such employee may not displace any other employee by reason of seniority, and the City shall advise Local 416 of all such appointments. Job postings shall not be waived for accommodation without agreement of the Union or the committees set up under the Modified Work Program.

(b) In the event that the parties are unable to reach an agreement regarding the preference given to a permanent employee, as outlined by clause 19.08 (a), the following expedited dispute resolution procedure shall be followed:

(i) either party shall have the right to refer the matter to the City's Director of Employee and Labour Relations and to the President of Local 416, or their respective designates, for immediate discussion and speedy resolution.

(ii) in the event that the matter is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration.

(iii) if either party refers the matter to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) days of its referral:

E. Gedalof J. Nyman

S. Price M. Wright

(iv) the arbitrator's decision shall be rendered, with or without reasons on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision.

New or Revised Classifications

19.09

The City shall designate any new or revised job as falling within either the Senior Qualified Process or the Relative Ability Process as outlined above, subject to the right of the Union to grieve the inclusion of a job in the Relative Ability Process that does not require the incumbent to either:

(a) have as a primary function the supervision of other employees in their work including the allocation of time or resources or the prioritizing of tasks;

(b) have as a primary function contact with the public in resolving public complaints and/or concerns;

(c) have as a primary function contact with contractors and other third parties.

19.10

For the purposes of this Article, working days shall be Monday to Friday inclusive, but exclusive of designated holidays.

LETTER OF AGREEMENT:
INTERIM ALTERNATE PROCESSES FOR ARTICLE 19

The parties agree that the following terms will apply commencing as at January 1, 2025, until December 30 of 2028. If the parties agree, the terms of this Letter of Agreement may be extended by mutual agreement in writing.

A. POSTING AND FILLING OF PERMANENT VACANCIES

In an effort to provide opportunities for employees consistent with the fundamental principles outlined in Article 19 in a manner that expedites the process, the parties agree to the following:

(i) The information on the "Job Call Notice", as outlined in clause 19.02 (a), will continue to be provided on the Job Call, however, the Job Call will also contain information to advise applicants of the following process which is to be used and has been agreed to by both parties:

"This posting will be used to fill the vacancy(ies) identified in this job posting. Should an existing permanent employee in the same classification and within the same Division be successful in securing the vacancy, any resulting vacancy will also be filled using the Candidate List prepared for this posting.

Employees who are interested in applying for (insert name of the job) in (insert Division) must apply to be considered in the event a vacancy becomes available for any resulting vacancy as a result of a permanent employee moving through this job posting."

(ii) For senior qualified positions, Candidate Lists will be prepared based on the process outlined under the Senior Qualified Process, clause 19.05. For the Relative Ability positions, employees who apply for the Job Call and hold the same classification as the job posted, and employees who are deemed relatively equal in accordance with clause 19.06(a) will be placed on a list in order of seniority and offered positions in accordance with clause 19.06(b).

B. QUALIFIED EMPLOYEE INVENTORY LIST

In order to streamline the job posting process and to facilitate the expeditious filling of permanent and temporary vacancies, the City agrees to implement the following process:

Effective January 1, 2010, the City will commence and then maintain a database of employees that have been deemed qualified for "senior qualified" classifications on the following basis:

(i) When an employee is deemed qualified for a permanent or temporary opportunity as a result of an assessment resulting from a job posting, the City will maintain a record that the employee has been deemed qualified. In the event a vacancy becomes available, they will be deemed qualified without an assessment, subject to the requirements of such opportunity.

(ii) The City may schedule and advertise assessments during the year other than when a vacancy is to be filled. Such assessment opportunities will be offered in order of greatest seniority from those employees who wish to be assessed.

(iii) In relation to layoff and recall, (including work selection), temporary employees who have been deemed qualified under (i) above will not be required to participate in a further assessment, subject to the requirements of such opportunity.

(iv) The City will consult with the Union on the period of time for which an assessment is valid.

C. TEMPORARY JOB POSTINGS

Subject to the terms of Articles 2.02(b), 23 and 28 and the Article 28 – Letter of Agreement – Temporary Work Opportunities/Assignments, temporary opportunities/ assignments that are known to be more than thirty-eight (38) weeks duration shall be posted and the following provisions of Article 19 will apply: clauses 19.01(a), (b); 19.02(a)(i to xi); 19.02(b); 19.02(d); 19.03(a); 19.03(d); 19.04; 19.05(a)(i), (ii); 19.07(c); and 19.10.

The closing date provided for in clause 19.02(a)(viii) shall not be less than one (1) week from the date of issue of the Job Posting.

Article 20 – DISCIPLINE, SUSPENSION AND DISCHARGE

Letter of Agreement: Investigation Process

Within ninety (90) days of ratification, the parties agree to meet to discuss the investigation processes. The committee will consist of four (4) members from the employer and four (4) members of the union. The issues to be discussed will include, but not be limited to:

- Investigation notices to members
- Scope of investigations
- Fleet investigation process/policy
- Investigation timelines
- Employees placed on administrative leave during investigation process
- Employees being placed on a downward A/R during investigations

The parties will be permitted to bring additional representatives to discuss division specific issues related to investigations. Any agreements reached by the committee will be communicated to employees by the union.

20.01

Whenever an employee is requested to report for a disciplinary discussion with supervisory personnel, prior to any disciplinary action being taken or a grievance being lodged, such employee shall have a Union Representative at such a meeting. For the purposes of this provision, “Union Representative” shall mean the Steward for the particular work area or, if not available, any Steward within the section or, if not available the Unit Chair. If no Union Representative is available, the employee shall not be disciplined but may be removed from the workplace with pay until a disciplinary discussion can be held. Such removal from the workplace shall not be considered to be disciplinary action.

20.02

Where a discussion occurs between an employee and the supervisor of such employee pertaining to any matter which may result in disciplinary action being taken, the disciplinary action resulting from such discussion shall be recorded in writing and a copy thereof shall be furnished to the employee or forwarded by registered mail to the employee’s address last known to their Division, within five (5) working days of such discussion, unless agreed otherwise.

20.03

Where a meeting is arranged between an employee and a supervisor for the specific purpose of providing the employee with written notice of discharge, suspension or issuance of a written reprimand to the employee, the employee shall have the shop steward for the particular work location or another Union Representative at such meeting.

20.04

The City shall forward a copy of any letter of discharge to the Unit Chair, Recording Secretary of the Union, and the Chief of Stewards.

20.05

Where a discussion as defined in clause 20.01 or 20.03 is to take place, it is agreed that the steward, or other Union Representative, shall be provided with up to twenty (20) minutes, if requested, to consult with the employee prior to commencing the meeting.

20.06

Where an employee has not received a disciplinary notation for a period of two (2) calendar years, any disciplinary notation(s) recorded on the employee's service record shall be null and void, and shall be removed from the employee's file.

20.07

It is understood that any period of disciplinary suspension without pay shall be deemed an approved leave of absence without pay for pension purposes.

Article 21 – GRIEVANCE PROCEDURE

21.01

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

21.02

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

21.03

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

21.04

A grievance shall be defined as 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.

The grievance will include particulars about the alleged violation giving rise to the grievance, and any applicable articles of the Collective Agreement; said grievance will also include the remedy being sought.

21.05

The Union acknowledges and agrees that Stewards and Officers of the Union have regular duties to perform as employees of the City and that such employees will not leave their regular duties to assist employees in preparing their grievance without obtaining the permission of their Division Head or someone designated by them 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.

21.06

Grievances properly arising under this Agreement shall be adjusted and settled as follows:

(a) Step One

It is understood that before the Grievance is reduced to writing and filed, the Grievor's immediate Supervisor will have an opportunity to discuss and resolve the grievance. Within twenty (20) working days following the circumstances giving rise to a grievance, the Union, through the Union Steward, shall request a meeting with the Grievor's immediate Supervisor, who shall arrange a meeting within five (5) working days of receiving the request. The employee shall be accompanied by a Union Steward or an available Union Representative. Within three (3) working days of the Step One meeting, the Supervisor will advise the Union Steward and the Grievor in writing of the date on which the Step One meeting took place and shall note whether the grievance was denied, granted or resolved. Any resolutions reached at this step shall be without prejudice or precedent.

(b) Step Two

If the grievance is not resolved at Step One to the satisfaction of the Union, the grievance and redress sought shall be reduced to writing and signed by the employee. The Union shall file the grievance with the Division Head within ten (10) working days following receipt of the Supervisor's written response from the Step One meeting. The Division Head shall confer with the Representatives of the Union within ten (10) working days after receipt of the grievance at Step

Two, and shall advise the Union in writing of their 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 the Union, provided that such request must be made at least five (5) working days prior to the date of the Step Two meeting. The Vice-Chair or steward shall also attend the meeting in addition to the Chair.

(c) Step Three

Should the decision of the Division Head not be satisfactory to the Union, the Union may within ten (10) working days after the receipt of the written decision of the Division Head, forward copies of the grievance and the written decision as provided for in Step Two to the Director of Employee and Labour Relations. Upon receipt of such copies, the Director of Employee and Labour Relations shall confer with the Representatives of the Union within fifteen (15) working days after receipt of the grievance at Step Three. The Director of Employee and Labour Relations shall advise the Union in writing within ten (10) working days after the said conference of their decision in respect to the grievance. The grievor will attend the Step Three meeting upon the request of the Union, without loss of pay or benefits, provided that such request must be made at least five (5) working days prior to the date of the Step Three meeting. The Vice-Chair or steward shall also attend the meeting in addition to the Chair.

(d) Step Four

If the decision of the Director of Employee and Labour Relations is not acceptable to the Union, the Union may, within twenty (20) working days after 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.

21.07

The decision of the Division Head or the Director of Employee and Labour Relations, as the case may be, shall be final and binding upon the City and the Union and upon any employee affected by it unless a subsequent step is taken within the times hereinbefore limited.

Policy Grievances

21.08

Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by the Union commencing at Step Three.

Group Grievances

21.09

Where a group grievance involves a group of employees in the same Division, it may be initiated at Step One or filed at Step Two at the Union's option. Group grievances involving a group of employees in two or more Divisions shall be filed at Step Three. In either case, the grievance procedure as set forth in this Article shall apply except that the grievance shall be initiated within twenty (20) working days following the circumstances giving rise to a grievance. Upon filing of a group grievance, the Union shall provide a list of all grievors covered by the grievance. In the event that an employee is not at work on the date the grievance is filed, the Union may add said employee to the list of grievors immediately upon their return to work, provided the grievance has not proceeded to Arbitration.

Suspension or Discharge Grievances

21.10

Whenever an employee is suspended or dismissed for cause, 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.

Job Call Grievances

21.11

Any grievance of an employee with respect to not being selected for a position under the Job Call procedure shall be initiated at Step Two within twenty (20) working days of the employee receiving notification in writing that they were not selected for the position for which they applied. If such position is within a Division other than the employee's Division, the grievance shall be directed by the Union to the Head of the Division in which the vacancy occurred. Upon filing of any grievance with respect to Article 19 – Job Postings, the Union shall provide the Job Call number and the basis of the grievance.

Sexual Harassment Grievances

21.12

Where an allegation is made by an employee that clause 6.04 (sexual harassment) has been violated, a grievance shall be initiated at Step Two within twenty (20) working days after such violation is alleged to have occurred.

Management Grievances

21.13

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 the Union 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 the Union 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.

Mediation

21.14

The parties may agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of the Union, in addition to the Unit Chair and the Vice-Chair or Steward. Time spent in attendance at mediation during an employee's regular working hours shall be without loss of pay. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice.

Article 22 – ARBITRATION

22.01

The parties agree, subject to the right of either party to require an arbitration board in accordance with clause 22.02, that grievances not resolved through the grievance procedure will be submitted to a single arbitrator. If the parties agree, they shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, the Union shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator. Time spent by the grievor, Vice-Chair or Steward during their regular working hours to attend arbitration shall be without loss of pay, benefits, seniority or service. This clause shall also apply to the Unit Chair.

22.02

Where either party requests, the Union and the City shall convene an Arbitration Board. Within ten (10) working days of such request, the Union and the City will notify each other of their 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 within one (1) calendar month, the Union may request the Minister of Labour for Ontario, in writing, to appoint a Chairperson. A copy of such request shall be forwarded concurrently to the other nominee to the Board.

22.03

The Arbitration Board, or single arbitrator, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon the Union, 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.

22.04

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

22.05

In the grievance and arbitration procedures, the Union shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Article 21 (Grievance Procedure).

22.06

The 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.

Witnesses at Arbitration

22.07

The Union reserves the right to use subpoenas to require its members to attend as witnesses at arbitration. However, the Union will not require the City to pay the wages for these witnesses under clause 24.02 of the Collective Agreement.

Article 23 – SUPERIOR DUTIES

23.01

(a) Where a temporary vacancy occurs as a result of:

(i) an absence of an employee who is absent for any reason and it is determined that the vacancy is to be filled (including an absence of one (1) month or less of a temporary employee hired to work on a seasonal basis to meet seasonal needs) or;

(ii) to meet unexpected workload demands of a temporary nature, or

(iii) to work on a special project or undertaking,

such vacancy shall be offered immediately to the senior qualified person in a lower rated position within the work location. If no qualified employee is available in the work location, then the offer shall be made to the senior qualified person in the section concerned.

(b) It is understood that the acceptance of a superior duty assignment shall be at the discretion of the employee.

23.02

Whenever an employee is assigned to perform the work of a higher-rated classification, they shall be paid the rate of pay for that higher-rated classification. Where incremental steps exist, the employee shall be paid an increase of at least sixty-five cents ($0.65) per hour or the next higher incremental step, whichever is greater.

23.03

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

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

Multiple Superior Duty/Alternate Rates

(b) When an employee has been assigned to multiple superior duty/alternate rate positions and where the rates of pay differ in those superior duty/ alternate rate positions and provided the employee meets the two (2) continuous month qualifying period specified in clause 23.03(a), the rate paid to the employee for statutory holiday, paid leave, sick leave or annual vacation shall be the superior duty/alternate rate paid on the day immediately preceding any such absence.

(c) Notwithstanding clause 23.03(b), if an employee has occupied a superior duty/alternate rate position and provided the employee meets the two (2) continuous month qualifying period specified in clause 23.03(a), and then on the day immediately preceding a statutory holiday, paid leave, sick leave or annual vacation, the employee is reduced to a lower-rated position or their base rate, then the higher superior duty/alternate rate of the previous day will be the rate paid for the statutory holiday, paid leave, sick leave or annual vacation.

23.04

The employee shall be returned to their former position upon completion of the superior duty assignment.

23.05

This Article shall not be used to avoid the posting provisions under Article 19. At the point in time that it is reasonably anticipated that the absent permanent employee will not return, the City must decide whether the position is to continue and if so post it under Article 19. The employee performing superior duties under this article shall remain in the position until a new incumbent is confirmed.

23.06

Whenever an employee is temporarily assigned to perform the work of a lower-rated classification and accepts, they shall be paid the rate of pay for that lower-rated classification. For the first two (2) continuous months worked in the lower-rated classification, the rate paid to the employee for statutory holidays, paid leaves, sick leave or annual vacation shall be at their base rate and thereafter such time will be paid at the rate applicable to the lower- rated classification.

LETTER OF AGREEMENT:
ANNUAL REVIEW OF ALTERNATE RATE/SUPERIOR DUTY ASSIGNMENTS

(1) The parties agree that there will be an annual review of alternate rate/ superior duty assignments, as described below. Such review will not include the Paramedic or Field Training Officer positions. This process is without prejudice to both parties' positions regarding the application of clause 2.02 (b), Article 19 and the Letter of Agreement – Interim Alternate Processes for Article 19 and clause 23.05.

(2) The City and the Union will review on an annual basis (the review date will be May 14th of each year), all alternate rate/superior duty assignments of employees in the Local 416 bargaining unit to positions within the Local 416 bargaining unit where an employee has been on an alternate rate/superior duty continuously for a period of more than thirteen (13) months. To be clear, the review will be backward looking and will be for the purposes of identifying those employees who have been on an alternate rate/superior duty assignment continuously prior to or commencing on April 15th of the previous year and continue to be on the alternate rate/superior duty assignment as of May 14th.

(3) The position, in which an employee has been on a continuous alternate rate/superior duty assignment in excess of thirteen (13) months pursuant to paragraph 2, above, will be posted in accordance with Article 19 of the Collective Agreement provided all of the criteria set out below are met:

- **(i)** No permanent employee has a claim to the position in question (e.g., the position is being backfilled for an employee on sick leave, WSIB, etc.);
- **(ii)** The applicable Division intends to continue to fill the position;
- **(iii)** The position will not be eliminated in the near future;
- **(iv)** The position is not "seasonal" in nature; and
- **(v)** The position is not being utilized for a "special project" or "undertaking".

Article 24 – LEAVE OF ABSENCE

Bereavement Leave

24.01

(a) An employee who is absent from work solely due to the death of the father, mother, son, daughter, brother, sister, husband, wife, common law spouse, same-sex partner, stepfather, stepmother, stepson, stepdaughter, stepbrother or stepsister of such employee, shall be entitled to compensation for time so lost by such employee from their regular schedule at their 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 death, provided that if the funeral is not held within the seven (7) day period, the employee may reserve one (1) of the above five (5) bereavement days for the purpose of attending the funeral or interment, where either ceremony falls on a regularly scheduled working day.

(b) An employee who is absent from work solely due to the death of the father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in- law, sister-in-law, grandparent or grandchild of such employee, shall be entitled to compensation for time so lost by such employee from their regular schedule at their 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 death, provided that if the funeral is not held within the seven (7) day period, the employee may reserve one (1) of the above three (3) bereavement days for the purpose of attending the funeral or interment, where either ceremony falls on a regularly scheduled working day.

(c) An employee may be granted leave of absence with pay at the discretion of the Division Head where such leave is requested solely due to the death of persons other than those specified in clauses 24.01(a) and (b) and such leave shall not be unreasonably denied.

(d) Notwithstanding 24.01(a), (b) and (c), where an employee suffers a bereavement during a period of scheduled vacation, they may request that bereavement leave be substituted for vacation and such bereavement leave shall be governed by the provisions of this clause.

Leave of Absence for Jury Duty

24.02

(a) 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 their jury or witness service such employee shall present to their Division Head a satisfactory certificate showing the period of such service;

(ii) shall be paid their full salary or wage for the period of such jury or witness service; provided that they shall pay to the Deputy City Manager & 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 their regularly scheduled work day 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 their Division for instructions respecting their return to work and shall, upon receiving such instructions, comply with the same.

(b) When a shift worker has completed the last day of their Jury or Witness service, they shall report for their next scheduled shift provided that they have a rest period of not less than twelve (12) hours from the completion of such service until the start of their next shift.

Pregnancy/Parental Leave

24.03

(a) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of the Employment Standards Act, 2000, as amended.

(b) Pregnancy and/or parental leave for an employee who does not qualify under Part XIV of the said Act, shall be granted upon request and administered in accordance with the Act.

(c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 24.03(a), or is granted in accordance with clause 24.03(b), shall be at the discretion of the Division Head concerned, and shall not involve any expense to the City, but shall result in no loss of seniority.

(d) The City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 16 (Extended Health Care/Dental/ Group Life and Long Term Disability Insurance) and shall pay its share of the pension contributions under Article 17 (Pensions and Retirement) for any pregnancy and/or parental leave taken pursuant to clauses 24.03(a) or 24.03(b), unless the employee elects in writing that they do not wish benefit coverage.

(e) Pregnancy and/or parental leave in accordance with clauses 24.03(a) or 24.03(b) shall not involve any expense to the City, except as provided in clauses 7.02(c) (increments), 13.05 (vacation), 24.03(d), 24.04 and 24.05 (leave of absence).

24.04

(a) An employee who is eligible for pregnancy leave under clause 24.03(a) or an employee who requests and is granted pregnancy leave under clause 24.03(b), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to Section 30 of the Employment Insurance Act, S.C., 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:

(i) For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City,

(ii) For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between eighty-five percent (85%) of her regular rate and the sum of her weekly Employment Insurance benefits and any other earnings.

(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.

(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.

24.05

(a) An employee who is eligible for parental leave under clause 24.03(a) or who requests and is granted parental leave under clause 24.03(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C., 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:

(i) For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable).

(ii) For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between eighty-five percent (85%) of the employee's regular rate and the sum of the employee's weekly Employment Insurance benefits and any other earnings, provided the employee is taking a parental leave of no longer than thirty-five (35) weeks.

Should the employee take the option of an extended parental leave of up to sixty-one (61) weeks (sixty-three (63) weeks if no pregnancy leave), for the period of the sixty-one (61) weeks (minus the two (2) week period outlined in 24.05(a)(i)), the employee shall receive from the City payments in an amount equal to the total dollar value available for the thirty-five (35) week leave, spread equally over the sixty-one (61) weeks (sixty-three (63) weeks if no pregnancy leave), minus the two (2) week period outlined in 24.05(a)(i).

The employee must advise the City of the leave option prior to the commencement of the parental leave.

(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.

(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.

24.06

An employee who is granted an extension of parental leave in accordance with clause 24.03(c) shall be responsible for paying in advance by post- dated cheque(s) the full premiums for the insurance coverage referred to in Article 16 (Extended Health Care/Dental/Group Life and Long Term Disability Insurance) for any period of such extension. Such employee shall be advised of the cost of the applicable benefits if the employee wishes to continue such benefit coverage. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

Leave for Canadian Citizenship

24.07

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

Personal Leave of Absence

24.08

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

Military Leave

24.09

(a) Leave of absence shall be granted to employees to serve in the Armed Forces during hostilities or during a time of war as declared by the Government of Canada. Seniority will accumulate during such leave.

(b) Leave of absence for Reserve training shall be in accordance with City policy as amended from time to time.

Participation in Elections

24.10

The Toronto Public Service By-law, Chapter 192, Political Activity, dated December 31, 2015, as may be amended from time to time, shall be applicable to Union staff.

City Leave of Absence Policies

24.11

It is understood and agreed that all existing City leave of absence policies as they may be established or amended by the City from time to time, including but not limited to Earned Deferred Leave Plan, Voluntary Leave Plan and Leave Without Pay, will be accessible to Local 416 members, subject to the terms and conditions of the policy.

Article 25 – TRANSPORTATION

Use of Personal Vehicle

25.01

Except where the use of a personal vehicle is a bona fide requirement of the job and is included in the job description, employees shall not be required to use their own vehicles on City business.

An employee shall be made aware of this requirement at the time of hiring. In addition, liability and safety issues shall be discussed at the time of hiring. For the purposes of clarity, an employee in a classification where the use of a personal vehicle is not a bona fide requirement of the job as of November 5, 2002, shall not be required to use their personal vehicle while in the classification.

Mileage Allowance

25.02

Whenever an employee is required and/or authorized to use their automobile on the business of the City, in accordance with the provisions of clause 25.01, the City shall pay to such employee, seventy cents ($0.70) per kilometre or the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c. 945, whichever is the lesser, up to 5,000 kilometres annually, and thereafter, sixty four cents ($0.64) per kilometre or the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c. 945, whichever is the lesser.

Parking Costs

25.03

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

Transporting Other Employees

25.04

No employee shall be required to transport other employees, City machinery or equipment. Employees may be required to transport their personal tools only.

Payment of Allowance

25.05

The allowances set out in clause 25.02 shall be paid to an employee authorized to use their automobile, in accordance with the provisions of clause 25.01, to travel to a temporary work assignment at a work location outside the City of Toronto boundaries. The allowance is for each kilometre travelled between the location of the temporary work assignment and the City boundary nearest to that location. The City boundaries are defined as Steeles Avenue on the north, Port Union Road on the east and Etobicoke Creek and Indian Line on the west.

Keele Valley/Pickering Work Locations

25.06

Notwithstanding clause 25.02, the existing practice with respect to travel allowance for employees working at the Keele Valley and Pickering landfill work locations as of October 5, 1999, shall continue, with the rate as determined in clause 25.02.

Public Transportation

25.07

Whenever an employee is required to use the public transportation system in the course of their duties, such employee shall be reimbursed.

25.08

Upon request, the City will provide a T2200 for eligible employees who have received a per-kilometre allowance in accordance with the provisions of clauses 25.02, 25.05 or 25.06.

Article 26 – TEMPORARY EMPLOYEE BENEFITS

26.01

All Temporary employees shall be entitled to all benefits accorded to Permanent employees upon the completion of six (6) months actually worked with the City.

Article 27 – SENIORITY AND SERVICE

Seniority

27.01

All employees who established aggregate hours/seniority prior to July 31, 2009, shall retain such aggregate hours/seniority as they possessed on that day and shall, subject to clause 27.06, continue to accumulate aggregate hours/seniority in accordance with clauses 27.02 and/or 27.03.

Establishing Seniority

27.02

(a) Subject to clause 27.01 above, a seniority date shall be established for each employee upon successful completion of the probationary period as defined in Article 5. Such seniority date shall be coincident with the date of commencement of said probationary period adjusted by the deduction of any periods of layoff that occur on or after July 2, 2008.

Aggregate Hours

(b) Notwithstanding clause 27.02(a), probationary employees shall accrue aggregate hours upon the commencement and for the duration of the probationary period, which shall be used in place of seniority in the application of the following Articles and clauses only:

- Clause 8.01 Overtime
- Clause 8.02 Call Back
- Article 19 Job Postings
- Article 23 Superior Duties
- Article 28 Layoff and Recall

For purposes of this Article, aggregate hours shall mean hours actually worked.

Seniority Accumulation

27.03

Seniority accumulation shall not include periods of layoff occurring on or after July 2, 2008.

Bi-Monthly Seniority List

27.04

(a) An electronic copy of the bi-monthly seniority list containing permanent and temporary employees' seniority dates as well as probationary employees' aggregate hours, will be forwarded to the Union. In addition, the Union will also be provided with a second electronic list containing the information on the seniority list as well as each employee's employee number and, for each active employee, the Union will also be provided with the respective base classification, Division and Section.

The current bi-monthly seniority list will be posted on the City's internal website.

(b) Seniority and aggregate hours will be calculated based on the seniority or aggregate hours the employee has accumulated up to the end date of the second last pay period in the month prior to the effective date of the bi-monthly seniority list. The bi-monthly seniority list will be posted and effective on the third Wednesday of January, March, May, July, September and November.

(c) The most recent of the bi-monthly seniority lists shall be used for all purposes contemplated in the Collective Agreement where seniority is a factor.

Seniority Tie Breaker

27.05

(a) In the event employees carry the same seniority or aggregate hours, the method of determining who has greater seniority or aggregate hours shall be based upon the employee's last name alphabetically.

(b) The above method of tie-breaking shall not apply to paramedics who were first hired as paramedics prior to July 20, 2005.

(c) Notwithstanding clause 27.05(b), in the event that two or more employees have the same seniority, one being a paramedic who was first hired prior to July 20, 2005, and one who is not a paramedic, the method of determining who has greater seniority shall be based upon the employee's last name alphabetically.

Loss of Seniority, Service and Employment

27.06

An employee shall lose all seniority, service and their employment shall be terminated if:

(a) they voluntarily terminate their employment subject to the right to rescind in Article 39;

(b) they are discharged for reasonable cause and not reinstated;

(c) they are absent without written notice and without a satisfactory reason to the City in excess of ten (10) calendar days from the commencement of absence;

(d) they fail to report for work within ten (10) working days from the date they are recalled to work under Article 28 except as otherwise provided for in that Article;

(e) they are not recalled to work within twenty-four (24) months of the date of their layoff from work pursuant to Article 28.

27.07

Unless excluded through a provision of the Collective Agreement, seniority shall apply on a bargaining unit-wide basis.

27.08

Any employee temporarily placed outside the bargaining unit through a modified work program or temporarily accommodated for a disability will retain and continue to accumulate seniority in this bargaining unit.

27.09

In the event that an employee covered by this Agreement should be promoted to a position outside the bargaining unit and is still in the employ of the City, the employee shall have a maximum of ninety (90) calendar days, to return to the unit without loss of seniority.

Carriage of Seniority – Local 79 – Alternate Rate Assignments

27.10

Where an employee covered by the Local 79 Full-time Collective Agreement is assigned to work on an alternate rate to a position in the Local 416 bargaining unit, such employee shall, upon the commencement of the first pay period following the completion of thirty (30) continuous working days in the position in the Local 416 bargaining unit, become a member of the Local 416 bargaining unit for all purposes for the duration of the alternate rate assignment subject to the terms and conditions of the tri-partite agreement between Local 416, Local 79 and the City governing the carriage of seniority, dated April 23, 2009, (the "Carriage of Seniority Memorandum") between the Local 416 and the Local 79 Full-time bargaining units. Once the alternate rate assignment is terminated, the employee concerned shall return to the Local 79 Full-time bargaining unit.

Clarity Note – The Tri-Partite Memorandum of Agreement between TCEU Local 416, CUPE Local 79 and the City of Toronto, dated April 23, 2009, regarding Carriage of Seniority, is appended as Schedule 1 to this Collective Agreement.

Service

27.11

All employees hired prior to July 31, 2009, shall retain such service as they possessed on that day and shall, subject to clause 27.06, continue to accrue service in accordance with clause 27.13.

27.12

Subject to clause 27.11, service shall be determined from the employee's first date of hire and shall continue to accrue in accordance with clause 27.13.

27.13

Service shall not include periods when the employee is on:

(a) leave of absence, without pay, due to illness or injury in excess of twenty- six (26) consecutive bi-weekly pay periods for the purpose of Article 13 (prorating of vacations) in accordance with clause 13.14;

(b) leave of absence, without pay, due to illness or injury in excess of fifty- two (52) consecutive bi-weekly pay periods for the purpose of Article 16 (Extended Health Care/Dental/ Group Life and Long Term Disability Insurance) in accordance with clause 16.01(c) (benefits);

(c) approved leave of absence, without pay, in excess of thirteen (13) bi- weekly pay periods, except where the Collective Agreement provides that service shall accrue for a longer period of time for a respective leave of absence;

(d) any unauthorized leave of absence;

(e) any period of layoff.

Article 28 – LAYOFF AND RECALL

Notice

28.01

In the event of the proposed layoff of a permanent employee the City shall:

(a) provide the Union with no less than two (2) months of written notice; and

(b) provide the affected employee(s) with no less than one (1) month of written notice of layoff.

No further notice shall be required for any subsequent layoffs that may occur as a result of the initial notice and the application of this Article.

Joint Placement Committee

28.02

(a) The Joint Placement Committee will meet within fourteen (14) calendar days after the notice referred to in clause 28.01 and will meet thereafter as frequently as necessary. The Joint Placement Committee shall be comprised of equal numbers of representatives from the Union and the City. The number of representatives will not exceed five (5) for each party.

(b) Meetings of the Joint Placement Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the City at the appropriate rate of pay.

(c) Each party shall appoint a Co-Chair for the Joint Placement Committee. Co-Chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(d) The City shall provide to the Joint Placement Committee all pertinent staffing and financial information.

Mandate of the Joint Placement Committee

(e) The mandate of the Joint Placement Committee is to:

(i) Review the proposed plan;

(ii) Identify available vacancies that the City intends to fill;

(iii) Identify all the superior duties in the area where the reorganization will occur, and determine if a vacancy exists;

(iv) Identify the retraining needs of workers and recommend appropriate training;

(v) The City will offer vacant positions to employees who are or would otherwise be displaced, in order of seniority if, with the benefit of up to one month's retraining, (in accordance with clause 28.09) an

employee would be able to perform the work of the job, with extensions on a case-by-case basis as determined by the Joint Placement Committee.

Displacement of Permanent Employees

28.03

Where a permanent employee is displaced in accordance with clause 28.01 or 28.06 they shall elect one of the following options within five (5) calendar days upon receipt of notice:

(a) to be laid off and placed on the recall list, and work selection list; or

(b) to accept early retirement, if eligible; or

(c) to have their employment terminated and to be paid in accordance with the Employment Standards Act, 2000, as amended; or

(d) to accept a voluntary separation package, if offered by the City; or

(e) exercise their seniority to proceed in the Placement Process for Permanent Employees, as outlined in clause 28.06.

28.04

An employee shall have a Union Representative from the Joint Placement Committee accompany them to meetings to discuss the employee's displacement.

28.05

For the purpose of this Article, a quadrant shall be defined by the intersection of Yonge and Eglinton and the borders of the City of Toronto:

- North-West
- North-East
- South-West
- South-East

For the purposes of this Article, an employee's quadrant shall be defined by their current work location.

Placement Process for Permanent Employees

28.06

An employee who elects the option outlined in clause 28.03(e), will proceed through the following process provided they are qualified and able to perform the work:

Such employee shall be placed in a vacant permanent position in the following order:

(a) Elect to be placed in any vacant permanent position in the same or higher rated classification City-wide. If the employee does not elect to be placed in a vacant permanent position City-wide, they will be placed in a vacant permanent position in the same classification within their quadrant. Only if this is not possible;

(b) Elect to bump the most junior permanent employee in the same or higher rated classification within their quadrant. If no such bump exists, the employee may elect to bump the most junior permanent employee in the same or higher rated classification City-wide. Or;

(c) Elect to be placed in any vacant permanent position in a classification at the same rate of pay City-wide. If the employee does not elect to be placed in a vacant permanent position in a classification at the same rate of pay City-wide, they will be placed in a vacant permanent position in a classification at the same rate of pay within their quadrant. Only if this is not possible;

(d) Elect to bump the most junior permanent employee in a classification at the same rate of pay within their quadrant. If no such bump exists, the employee may elect to bump the most junior permanent employee in a classification at the same rate of pay City-wide. Or;

(e) Elect to be placed in any vacant permanent position in a classification at the next lower rate of pay City-wide. If the employee does not elect to be placed in a vacant permanent position at the next lower rate of pay City-wide, they will be placed into a vacant permanent position in a classification at the next lower rate of pay within their quadrant. Only if this is not possible;

(f) Elect to bump the most junior permanent employee in a classification at any lower rate of pay within their quadrant. If no such bump exists, the employee may elect to bump the most junior permanent employee in a classification at any lower rate of pay City-wide. Or;

(g) Elect to be placed in any vacant permanent position in a classification at any lower rate of pay City-wide. If the employee does not elect to be placed in a vacant permanent position in a classification at

any lower rate of pay City-wide, they will be placed into a vacant permanent position at the next available lower rate of pay within their quadrant.

If the affected employee cannot displace a junior permanent employee in accordance with 28.06 above, the employee shall displace the most junior employee in the bargaining unit provided the employee is qualified and able to perform the work.

Temporary employees shall be laid off before permanent employees.

Layoff of Permanent Employees

28.07

If the employee is not placed in accordance with clause 28.06 above, the employee shall be laid off.

Ability of an Employee to Perform Work

28.08

(a) In determining the ability of an employee to perform the work for the purposes of this Article, the City shall not act in a manner inconsistent with the terms of this Agreement.

(b) One month of training will be provided where the City determines that an employee could become capable of performing the functions of a position at the same rate of pay or lower. Where an employee displaces an employee within the same classification or a higher rated classification, a two (2) week familiarization period will be provided.

If an employee displaces an employee in a higher-rated position and, after the two-week familiarization period, the employee is unable to perform the duties of the higher rated position, they shall be deemed to have exhausted the option to displace an employee in a higher-rated classification. The employee shall be required to select a position within the same classification, if available, in accordance with clause 28.06(a).

Retraining

28.09

Consistent with the Committee's mandate, the parties recognize the desirability of providing training to incumbent employees who would require such training to be placed. Consequently, the parties agree:

(a) Where employees are unable to perform the work required to fill vacant positions and could become capable of performing the functions of a vacant position with one month of retraining, the employee may exercise their option and retraining will be provided. Extensions on a case-by- case basis, as determined by the Joint Placement Committee may be granted on a mutually agreed to basis;

(b) To the extent that it is practical to do so, training will be provided during the employee's regular working hours;

(c) The costs associated with retraining shall be borne by the City;

(d) The City and the Union will co-operate in order that employees who wish to be retrained can have their work schedules adjusted, where necessary, to enable them to participate in training;

(e) Where the City requires skills and is unable to provide in-house training in order that employees may achieve the said skills, the City shall pay the associated costs of the external training which may be required;

(f) Any dispute with respect to the application of this section which is not resolved by the Joint Placement Committee may be referred by either party to the Dispute Resolution Process set out below.

Wage Protection

28.10

(a) Where a permanent employee is placed in accordance with the provisions of this Article, with the exception of clause 28.15, in a position for which a lower wage rate is applicable, such employee shall continue to receive the rate they were receiving prior to such placement for the twenty- four (24) month period immediately following the effective date of their placement (the "Wage Protection Period"). Following the expiry of the twenty-four (24) month period, such employee will then receive the rate applicable to their new position. Such change in rate will be effective the first of the pay period following the expiry of the aforementioned twenty-four (24) month period.

(b) In those cases where an increment structure would apply, no further increments applicable to an employee's former position shall be granted following their placement pursuant to the provisions of this Article.

(c) An employee placed under this Article, with the exception of clause 28.15, who retires from the position to which they were placed within the twelve (12) month period (the "Additional Wage Protection Period") immediately following the wage protection period, shall be paid, upon their retirement from the City, a lump sum amount less all applicable deductions equal to the difference between the rate they were receiving prior to their placement and the rate applicable to their new position for all hours worked during the Additional Wage Protection Period. All regular hours paid during this period shall be pensionable earnings.

Right to Return to Former Classification

28.11

An employee shall have the right to return to a permanent position within the classification held prior to receiving the notice of layoff should it become vacant during the twelve (12) month period following placement in accordance with 28.06 (a), (c), (e), (g). In the event that there is more than one (1) person wishing to return to a permanent position within the classification, seniority shall govern.

Job Posting Procedure

28.12

The posting procedure in the Collective Agreement shall not apply until the Placement Process for Permanent Employees in this Article has been completed, except where a position becomes available for which none of the affected employees with the benefit of retraining in accordance with this Article are qualified and able to perform the work. That position may be posted in accordance with Article 19.

Permanent Employees' Rights While on Layoff

28.13

(a) During the period in which an employee is on layoff, such employee shall only be entitled to the right of recall pursuant to clause 28.14 and the right to participate in the job posting procedures subject to the period of recall outlined in clause 27.06.

(b) Benefits for an employee on layoff shall terminate at the end of the month in which the layoff occurs.

Recall of Permanent Employees

28.14

(a) Employees shall retain recall rights to a permanent position for twenty-four (24) months from the date they were laid off from their permanent work. Notwithstanding the foregoing, permanent employees who elect to participate in Work Selection pursuant to clause 28.15 shall retain their right of recall for a permanent position for a twenty-four (24) month period from the date of layoff from any such Work Selection opportunity/ assignment.

(b) When permanent work becomes available, employees shall be recalled in order of seniority (most senior to junior) to a permanent position, at the same rate of pay or lower than that from which the employee was laid off, provided that the employee is qualified and able to perform the work.

(c) Any employee who refuses recall shall be deemed to have irrevocably severed their employment.

Permanent Employees and Work Selection

28.15

(a) Permanent employees who are laid off may elect to participate in Work Selection and they shall be subject to all the terms and conditions of the Letter of Agreement Temporary Work Opportunities/Assignments.

(b) Employees who elect to participate in Work Selection shall retain their right of recall to a permanent position in accordance with clauses 28.14 (a) and (b).

(c) Employees who participate in Work Selection and are recalled to a permanent position in accordance with clause 28.14(b) and decline such recall shall be deemed to have exhausted their recall rights in accordance with clause 28.14 and no longer maintain their permanent status and shall continue their employment with the City as a temporary employee.

(d) Employees who participate in Work Selection will not have access to clause 28.06 upon the completion of any temporary assignment/ opportunity.

Layoff of Temporary Employees

28.16

(a) Subject to Articles 5, 27.01, 27.02, 27.06 and 28.07 in the event of a staff reduction, temporary employees shall be laid off before permanent employees.

(b) Temporary employees shall be laid off in reverse order of seniority within the position classification on a bargaining unit wide basis. A temporary employee identified for layoff may either:

(i) choose to accept layoff; or

(ii) bump the least senior temporary employee in any classification, provided the employee bumping is capable of performing the work of the classification.

(c) Any temporary employee who is bumped in accordance with clause 28.16(b)(ii) above, or in accordance with this clause, shall have the right to either accept the layoff or bump the least senior temporary employee in any classification, provided the employee bumping is qualified and able of performing the work of the classification. This process will continue until the last affected employee is laid off.

Recall of Temporary Employees

(d) If and when temporary work becomes available, those temporary employees who are on layoff shall, provided that not more than twenty- four (24) months have elapsed from the date they were laid off from work, be recalled to work in seniority order on a bargaining unit wide basis, provided that they are qualified and able of performing the work available.

(e) A temporary employee shall have a "recall classification" for which they shall not be permitted to decline recall in accordance with clause 28.16(d) above.

(f) Any employee who refuses recall to their "recall classification" shall be deemed to have irrevocably severed their employment.

(g) Temporary employees will select a recall classification subject to them being capable of performing the work of the classification. Recall classification can be changed by the employee at Work Selection and/or upon layoff.

Dispute Resolution Process

28.17

In the event that there is a dispute regarding the placement of an employee as per this Article, including but not limited to whether the affected employee could, with retraining, become qualified within one (1) month, the following expedited dispute resolution procedure shall be followed:

(a) Either party shall have the right to refer any unresolved issue, to the City's Director of Employee and Labour Relations and to the President of Local 416, or their respective designates, for immediate discussion and speedy resolution.

(b) In the event that the issue is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration.

(c) If either party refers the issues in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) days of its referral. If none of these arbitrators are available within ten (10) days the parties may refer the matter to a mutually agreeable arbitrator.

E. Gedalof J. Nyman S. Price M. Wright

(d) The arbitrator's decision shall be rendered, with or without reasons within five (5) working days that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision.

LETTER OF AGREEMENT:
TEMPORARY WORK OPPORTUNITIES/ASSIGNMENTS

The Parties are in agreement with a work selection process for temporary work opportunities/assignments that provides choice for employees based on their seniority, required qualifications and ability, while ensuring that the City is able to meet its operational service level requirements.

Whenever "temporary employees" has been used throughout this Letter of Agreement, it shall be deemed to include permanent employees who are laid off and elect to participate in Work Selection, pursuant to clause 28.15.

This process shall govern the Layoff and Recall of temporary employees performing Seasonal and Non-Seasonal Work selected under this Letter of Agreement.

With respect to the Letter of Agreement – Temporary Work Opportunities/ Assignments, a Joint Committee will meet to review, discuss and implement the work selection process for recall, layoff and bumping for temporary employees, conduct joint information sessions and, in addition, make recommendations to the City to improve efficiencies in the process. The Joint Committee will comprise of three (3) members from the City and three (3) members from the Union. Time spent during an employee's regular working hours on the Committee shall be without loss of pay, benefits, seniority or service.

Where seasonal work opportunities are required, such opportunities will be offered through Work Selection. Work Selection will normally occur in February/March of each year.

The parties agree to enter into a process during the term of the Collective Agreement to jointly study past and current practices regarding the offering of seasonal opportunities to permanent employees on an alternate rate/superior duty basis, or through any other method. The parties will have access to information from Divisions regarding the methods in which seasonal work has been offered to permanent employees, the number of employees assigned the seasonal opportunities and other information reasonably related thereto that the parties may request. After the examination of the information, the parties may agree to implement a process or processes for the offering of seasonal work opportunities to permanent employees prior to the work being offered to temporary employees. The parties may agree to implement such process(es) by Division and/or Section and/or Work Location.

As a guiding principle, in the event the parties agree, it will be understood that should a more senior employee be recalled to fill the position of the permanent employee, the senior employee will not have any right to displace the permanent employee out of the seasonal work opportunity. For clarification, the provisions of clause 23.01 will apply in the event that the permanent employee is absent for any reason.

A. Work Selection Process:

1. All known seasonal temporary work opportunities will be identified annually by the City and will be made available through Work Selection.

(i) At the Division's option, new and un-filled non-seasonal work assignments will be identified annually for inclusion in Work Selection.

(ii) Non-seasonal work assignments that were identified and selected at Work Selection in the previous year and are expected to continue beyond June 1 of the current year, will be made available through the current Work Selection. In the event a different employee, other than the employee performing the work at the time of Work Selection, selects the assignment, their start date will be the beginning of the second pay period in March and the end date for the current employee will coincide with that date.

(iii) In the event additional temporary work opportunities/assignments become available after Work Selection, they will be referred to the Joint Work Selection Committee and filled through the process defined in clause 2.02 (b) or the Letter of Agreement – Interim Alternate Processes for Article 19, unless the Committee agrees otherwise.

2. Prior to the commencement of employees selecting their work, the Joint Committee will be provided with a list of Work Selection opportunities/ assignments four (4) weeks prior to the first scheduled work selection date.

3. Prior to their selection day, a temporary employee will be provided with an opportunity to review the work opportunities/assignments. At the appointed date and time, a temporary employee will make their selection in order of seniority, provided that they have the ability/qualifications to perform the work available in the opportunity/assignment chosen.

4. Information provided to employees regarding temporary work of a seasonal and non-seasonal nature through Work Selection will include:

- Division (e.g., Parks, Forestry & Recreation, Solid Waste Management, Toronto Water, Transportation);
- Section;
- Work reporting location;
- Current hours of work;
- Classification;
- Hourly wage of the classification;
- Current supervisor; and
- For a Seasonal Opportunity – Duration of the work opportunity (plus or minus two (2) weeks in total at either end of the work opportunity depending on operational need).

- For a Non-Seasonal Assignment – Anticipated duration will be included, if known. Otherwise the duration will be identified as "unknown."

5. Temporary employees that: (a) are on layoff or (b) who through the Work Selection process are working in a seasonal opportunity or non-seasonal assignment, or (c) who have been recalled to and are working in a seasonal opportunity outside of the Work Selection process, or (d) who have bumped into a temporary position, as identified in the exception set out in paragraph C2 below and paragraph C3 below, will be invited to participate in the next Work Selection process. A temporary employee who is invited to participate in Work Selection will use their seniority to select an opportunity/assignment, provided that they have the ability/qualifications to perform the work available in the opportunity/assignment selected, as contained in their Personal Work Selection List (PWSL). They shall remain for the full term of the opportunity/ assignment except as follows:

(i) Employees shall have the right to apply for and, if successful, be awarded a permanent job posted in accordance with Article 19.

(ii) Employees shall have the right to accept superior duties/alternate rates in accordance with Article 23. Where a temporary employee who has selected a temporary work opportunity/assignment accepts a superior duty/alternate rate, such superior duty/alternate rate will terminate no later than the end of the employee's selected work opportunity/assignment.

(iii) Permanent employees participating in the Work Selection process pursuant to clause 28.15 shall have the right to return to their former classification pursuant to clause 28.11 or accept recall to a permanent position pursuant to clause 28.14.

(iv) Provided that the employee gives the employer at least six (6) weeks' written notice, employees who have applied to a full-time recognized and accredited educational institution (the "Institution") prior to the commencement of work selection, and are accepted after the commencement of their work selection assignment, will be released from their assignment to attend the Institution provided that such employee submits valid documentation of application prior to the commencement of work selection as well as proof of acceptance which occurred after the commencement of their assignment.

6. In the event that an employee declines to make a selection at Work Selection, they shall remain on layoff, and retain their layoff and recall rights in accordance with the Collective Agreement.

In the event an invited employee fails to participate in Work Selection, such employee shall remain on layoff and, provided that their recall rights have not expired, will not be contacted for recall until the subsequent Work Selection, or until such time that the employee notifies the City, in writing, that they are available for recall.

7. Where Custodian 3 vacancies are offered during Work Selection and not selected, such opportunities will then be immediately posted externally.

8. In the event that a temporary employee participates in any assessment process as set out in the Letter of Agreement – Interim Alternate Processes for Article 19 — Part B — Qualified Employee Inventory List and is determined, through that process, to be qualified to perform the duties of an additional opportunity/assignment, their PWSL will be updated to reflect this change.

B. Recall:

1. Each January, the City will write to all temporary employees to provide them with the option to remove classifications from their PWSL. The temporary employee will also advise the City of the date when they will be available for recall to any identified classifications. An employee may, no later than one (1) week after the completion of Work Selection, remove any classification from, or put any previously removed classification back on, to their PWSL.

2. A temporary employee on layoff will be recalled, in order of greatest seniority, on or after the date of their indicated availability, to temporary opportunities/ assignments based on the information on their amended PWSL. An employee may, no later than one (1) week after being recalled, remove any classification from, or put any previously removed classification back on, to their PWSL.

3. If an employee's situation changes, they are responsible for immediately advising the City, in writing, of any changes to information on file in accordance with paragraph B1, prior to their work selection or recall, as applicable. If the City does not receive such notification, they will be recalled and required to report to the available opportunity/assignment.

C. Layoff and Bumping:

1. Temporary work opportunities/assignments of a seasonal or non-seasonal nature (as defined in clause 2.02 (b)) that were selected by employees during Work Selection will not be identified or available as bumping opportunities.

2. No temporary seasonal or non-seasonal work opportunity/assignment offered through Work Selection will be subject to bumping, unless the following exception applies: if such an opportunity/assignment is not selected through Work Selection and if it is then filled by an employee without seniority, the opportunity/assignment will be subject to bumping at the beginning of the second pay period in October provided that the remaining portion of the work assignment is anticipated to be of eight (8) weeks' duration or greater.

3. Any additional non-seasonal assignments, not made available through Work Selection, will be subject to bumping in accordance with this Letter of Agreement, when the remaining portion of the work assignment is anticipated to be of eight (8) weeks' duration or greater from the effective date of the bump.

4. Each year, the City will provide to the Union, by no later than August 25th, a list of all temporary employees, in seasonal and non-seasonal work opportunities/ assignments. This list, which will be generated from the July seniority list, will specifically identify all seasonal and non-seasonal work opportunities/ assignments filled subsequent to Work Selection. The list provided to the Union shall include the following:

(a) Employee Names

(b) Seniority Dates

(c) Classifications (both base and superior duty/alternate rate)

(d) Divisions and Sections

(e) Current work locations

(f) End dates for seasonal work opportunities

(g) Expected duration and layoff date of non-seasonal assignment, if known

(h) Current hours of work and hourly wage rates

5. The Union will, not later than September 15th of each year, identify errors or omissions in relation to the list provided, failing which the list will be used for layoff and bumping. The City will review the errors or omissions as identified by the Union and update the lists, as appropriate, prior to bumping commencing.

6.

(a) In October of each year, temporary employees in seasonal work opportunities shall exercise their seniority as follows:

(i) accept the layoff at the end of their opportunity; or

(ii) select any temporary vacancy, for which they have the ability/qualifications to perform the work as contained in their PWSL and provided they are available for the entirety of the opportunity/assignment, subject to the provisions of the Collective Agreement. Or;

(iii) identify a junior temporary employee, in an opportunity/assignment that is subject to bumping as described in the exception set out in paragraph C2 above and paragraph C3 above, from the list referred to in paragraph 4 or the corrected list, as applicable, referred to in paragraph 5 above, who they will bump at the end of their current opportunity/assignment. In order to exercise their seniority in this manner, the employee must possess the ability/qualifications to perform the work as contained in their PWSL and be available for the entirety of the opportunity/assignment, subject to the provisions of the Collective Agreement.

(b) Where a temporary employee has selected more than one work opportunity/assignment and there is an intervening period of layoff, the employee shall only exercise their bumping rights upon completion of the last work opportunity/assignment chosen.

(c) A temporary employee who is identified for bumping in accordance with paragraph 6(a) may exercise their seniority pursuant to the same processes described in 6(a).

7. Temporary employees in a non-seasonal opportunity/assignment that ends at any time, shall exercise their seniority as follows:

(i) accept the layoff at the end of their opportunity/assignment; or

(ii) select any temporary vacancy, at the end of their opportunity/ assignment, for which they have the ability/qualifications to perform the work as contained in their PWSL and provided they are available for the entirety of the opportunity/assignment, subject to them being invited to participate in Work Selection and the provisions of the Collective Agreement. Or;

(iii) bump a junior temporary employee in an opportunity/assignment that is subject to bumping as described in the exception set out in paragraph C2 above and paragraph C3 above. In order to exercise their seniority in this manner, the employee must possess the ability/ qualifications to perform the work as contained in their PWSL and be available for the entirety of the opportunity/assignment, subject to their being invited to participate in Work Selection and the provisions of the Collective Agreement.

8. Temporary employees that are bumped in accordance with paragraph 7 above, shall exercise their seniority as follows:

(i) accept the layoff at the end of their opportunity/assignment; or

(ii) select any temporary vacancy, for which they have the ability/ qualifications to perform the work as contained in their PWSL and provided they are available for the entirety of the opportunity/assignment, subject to their being invited to participate in Work Selection and the provisions of the Collective Agreement. Or;

(iii) bump a junior temporary employee in an opportunity/assignment that is subject to bumping as described in the exception set out in paragraph C2 above and paragraph C3 above. In order to exercise their seniority in this manner, the employee must possess the ability/ qualifications to perform the work as contained in their PWSL and be available for the entirety of the opportunity/assignment, subject to their being invited to participate in Work Selection and the provisions of the Collective Agreement.

The parties agree to meet after each session in October to discuss ways to improve the process. If the process as outlined above fails to fill seventy percent (70%) of available vacancies by the end of the second year of Layoff and Bumping, unless agreed to otherwise, the language below will be implemented:

C. Layoff and Bumping

1. Temporary work opportunities/assignments of a seasonal or non-seasonal nature (as defined in clause 2.02 (b)) that were selected by employees during Work Selection will not be identified or available as bumping opportunities.

2. No temporary seasonal or non-seasonal work opportunity/assignment offered through Work Selection will be subject to bumping, unless the following exception applies: if such an opportunity/assignment is not selected through Work Selection and if it is then filled by an employee without seniority, the opportunity/assignment will be subject to bumping at the beginning of the second pay period in October provided that the remaining portion of the work assignment is anticipated to be of eight (8) weeks' duration or greater.

3. Any additional non-seasonal assignments, not made available through Work Selection, will be subject to bumping in accordance with this Letter of Agreement, when the remaining portion of the work assignment is anticipated to be of eight (8) weeks' duration or greater from the effective date of the bump.

4. Each year, the City will provide to the Union, by no later than August 25th, a list of all temporary employees, in seasonal and non-seasonal work opportunities/assignments. This list, which will be generated from the July seniority list, will specifically identify all seasonal and non-seasonal work opportunities/assignments filled subsequent to Work Selection. The list provided to the Union shall include the following:

(a) Employee Names

(b) Seniority Dates

(c) Classifications (both base and superior duty/alternate rate)

(d) Divisions and Sections

(e) Current work locations

(f) End dates for seasonal work opportunities

(g) Expected duration and layoff date of non-seasonal assignment, if known

(h) Current hours of work and hourly wage rates

5. The Union will, not later than September 1 5th of each year, identify errors or omissions in relation to the list provided, failing which the list will be used for layoff and bumping. The City will review the errors or omissions as· identified by the Union and update the lists, as appropriate.

6. Temporary employees in an opportunity/assignment that ends at any time, shall:

(i) accept the layoff at the end of their opportunity/assignment; or

(ii) select any temporary vacancy, at the end of their opportunity/assignment, for which they have the ability/qualifications to perform the work as contained in their PWSL and provided they are available for the entirety of the opportunity/assignment, subject to them being invited to participate in Work Selection and the provisions of the Collective Agreement. Or;

(iii) bump a junior temporary employee in an opportunity/assignment that is subject to bumping as described in paragraph C3 above. In order to exercise their seniority in this manner, the employee must possess the ability/qualifications to perform the work as contained in their PWSL and be available for the entirety of the opportunity/assignment, subject to their being invited to participate in Work Selection and the provisions of the Collective Agreement.

7. Temporary employees that are bumped in accordance with paragraph 6 above, shall exercise their seniority as follows:

(i) accept the layoff at the end of their opportunity/assignment; or

(ii) select any temporary vacancy, for which they have the ability/ qualifications to perform the work as contained in their PWSL and provided they are available for the entirety of the opportunity/assignment, subject to their being invited to participate in Work Selection and the provisions of the Collective Agreement. Or;

(iii) bump a junior temporary employee in an opportunity/assignment that is subject to bumping as described in the exception set out in paragraph C2 above and paragraph C3 above. I n order to exercise their seniority in this manner, the employee must possess the ability/ qualifications to perform the work as contained in their PWSL and be available for the entirety of the opportunity/assignment, subject to their being invited to participate in Work Selection and the provisions of the Collective Agreement.

LETTER OF AGREEMENT:
PERSONAL WORK SELECTION LIST

Provided that the temporary employee has the ability/qualifications to perform the work available in the opportunity/assignment chosen and possess the necessary licences and certifications, the parties agree that the following terms will apply commencing as at January 1, 2025, until December 31, 2028, unless terminated by either party prior to that date, in accordance with section 2 of this Letter of Agreement. If the parties agree, the terms of this Letter of Agreement may be extended by mutual agreement in writing:

1. Where the employee has been assigned to a higher rated classification, under Article 23 – Superior Duties for a period of at least four (4) continuous months in the previous two (2) years, the employer agrees that the job classification will be added to a temporary employee's Personal Work Selection List (PWSL). The PWSL will be updated on a monthly basis.

2. After a one (1) year implementation period, or earlier by mutual agreement, either party may terminate this Letter of Agreement by providing the other party with ninety (90) days' notice in writing.

MEMORANDUM ITEM ONLY
JOINT EFFICIENCY COMMITTEE – ARTICLES 19 & 28

1. The parties agree to establish a Joint Efficiency Committee (JEC) and meet within ninety (90) days of March 6, 2020. The JEC will be comprised of three (3) members from the City and three (3) members from the Union. Time spent during an employee's regular working hours on the JEC shall be without loss of pay, benefits, seniority or service.

2. The purpose of the JEC will be to address issues of concern arising from Articles 19 and 28 and to identify opportunities to improve the efficiency of the processes contained in these Articles. The JEC shall meet at the request of either party.

3. The mandate of the JEC shall be to review the interpretation, application and administration of Articles 19 and 28 and related language in the Collective Agreement including, but not limited to:

i. Analyzing the current posting/placement processes and layoff, recall and re-deployment processes, including reviewing the challenges with the current processes;

ii. Reviewing information and trends to identify issues and concerns with timelines and processes;

iii. Identifying opportunities to create efficiencies;

iv. Monitoring the interim job posting process below and assessing the results and efficiencies achieved;

v. Making recommendations that address the above issues; and

vi. Implementing and assessing the results of any of the above recommendations as agreed upon by the parties.

4. An interim job posting process will be implemented, as follows:

i. Where a job posting indicates that a Candidate List will be established, it will be defined as a list of qualified candidates which will be valid for three (3) months from the date the Candidate List is provided to the Union.

ii. The Candidate List will be used to fill the posted vacancy and any resulting or additional vacancies that become available in the same classification and in the same Division. Senior applicants who are deemed qualified for the job will be offered the position in order of seniority. The City will not offer the position to a junior employee before all qualified senior employees have been considered, and the Candidate List has been finalized.

iii. Resulting vacancies arise as a result of a permanent employee, in the same classification and in the same Division, securing the posted vacancy. Additional vacancies are newly requisitioned vacancies that become available, in the same classification and in the same Division, after the job has been posted.

5. Either party may terminate the interim job posting process upon ninety (90) days' written notice. Following the delivery of such notice, People & Equity shall not post any further positions for which a Candidate List may be established.

LETTER OF AGREEMENT:
RE: STUDENT SUMMER EMPLOYMENT

This Letter of Agreement shall replace all provisions of the Collective Agreement related to summer employment for Students, for the term of the Collective Agreement effective July 31, 2009. The parties are interested in providing summer employment for Students who are registered full-time at a recognized and accredited educational institution ("Students").

The parties recognize that Students have special circumstances owing to their attendance at school that will be considered, while balancing the needs of the diverse operations within the City.

The parties agree that in addition to the Temporary Work Selection process ("Work Selection"), a process specific to the provision of Student summer employment will be implemented. The provision of such summer employment shall be limited to the Labourer 3/Student classification as outlined below.

The parties agree as follows:

1. Students will be contacted each year at the same time as all other temporary employees are contacted with regard to their participation in Work Selection. Students will be advised that they have the option to participate in Work Selection, or if the Student provides the documentation identified in paragraph 3 below, they will be placed on the list of Students available for recall ("Student Recall List") and will be eligible to participate in that process.

Work Selection

2. If a Student elects Work Selection, they shall be subject to all the terms and conditions of the Work Selection process for that season. For clarification, Students that provide the documentation identified in paragraph 3 below will not, prior to their selection in the following year's Work Selection, be offered recall to temporary work opportunities after the completion of their spring/summer work opportunity unless they confirm they are no longer registered full-time at a recognized and accredited educational institution.

Student Recall Process

3. In circumstances where a Student is unable or unwilling to participate in Work Selection, they will be placed on the Student Recall List. The list will be compiled by the City each year for the upcoming summer. In order to be placed on the Student Recall List, a Student shall provide written proof to the City, by March 15th of each year, of their current full time registration at a recognized and accredited educational institution. In addition, the Student shall also provide written notification of the first date of their availability for recall and the approximate last date of their availability for summer employment, as

well as contact information where they can be reached.
It is the Student's responsibility to immediately provide any updates to their: contact information, first available start date and last available end date.

4. The City will determine if there is summer employment available in the Labourer 3/Student classification. The number of Student recall opportunities will not be more than fifty (50) in any given year. Such summer work may commence no earlier than May 1st and end no later than August 31st, and will reflect the duties of the Labourer 3/Student Job Profile. In the event there is such employment identified by the City, it will be offered in seniority order to Students who have provided the documentation as required in paragraph 3 above, and are on the Student Recall List, provided such employment is consistent with the Student's stated available date(s). Should a Student be unavailable for recall when work becomes available, due to their full-time attendance at a recognized and accredited institution, they may, when available, use their aggregate hours or seniority, as applicable, to displace the most junior Labourer 3/Student in the workplace.

5. Should a Student no longer be registered full-time in a recognized and accredited educational institution, they shall immediately notify the City, in writing, of their change of status and, henceforth, they shall no longer be eligible for Student Recall and shall only be eligible to participate in Work Selection as a temporary employee. They shall be subject to all of the rights, obligations and conditions of employment pursuant to the Collective Agreement.

6. A temporary employee who enrols full-time in a recognized and accredited educational institution, and who provides the documentation identified in paragraph 3 above, will be eligible to participate in the Student Recall process.

7. In the event that a Student cannot be reached or does not respond to a recall, the City will not be required to offer the Student any further recall opportunities for that year. Subject to 27.06, they shall remain on the seniority list.

8. In the event that a Student does not provide all the documentation noted in paragraph 3 above, they will not be eligible for recall pursuant to the Student Recall process, but they shall, subject to 27.06, remain on the seniority list as a temporary employee.

9. It is understood that the terms of this Letter of Agreement do not diminish any Collective Agreement rights other than those provisions that may be affected by this Letter of Agreement.

10. The parties recognize the need for the expeditious resolution of disputes that may arise under this Letter of Agreement. In this regard, both parties will make every effort to resolve any dispute arising from the interpretation or implementation of this Letter of Agreement as quickly as possible. Should a resolution not be reached, the Union or the City may process the matter directly to mediation or arbitration in accordance with the terms of the Collective Agreement and both parties will make every effort to expedite the arbitration process.

LETTER OF AGREEMENT:
CONTRACTING OUT

The City agrees to notify the Union in writing three (3) months in advance of any additional contracting out of work, other than work that is presently contracted out. The City shall set up a meeting with the Union within five (5) working days of delivery of written notification to the Union of its intention to contract out or privatize the work. At that meeting, the City shall identify the work to be contracted out and the reasons that have led to the decision to recommend the contracting out of the work.

During the meeting, the City agrees to provide all information to the Union including costs, and any other relevant information. Following receipt of the information, the Union may make a submission to the appropriate Division Head or committee within forty-five (45) days of delivery of the City's information.

Article 29 – EMPLOYMENT SECURITY

29.01

No permanent employee with fifteen (15) years of seniority as at December 31, 2028, shall lose their employment as a result of contracting out or privatization. Employees affected as a result of contracting out shall have access to the provisions of Article 28.

Article 30 – WORKPLACE SAFETY AND INSURANCE BENEFITS

30.01

Where, in an action arising out of an accident to an employee of the City coming within the 416 Bargaining Unit, the City recovers from a third person as a result of such accident a larger amount, exclusive of costs,

than the amount paid to or on behalf of such employee including the costs of the services of the Solicitor for the City, the surplus amount shall be allocated to the employee or their dependants by the City in accordance with the requirements of the Workplace Safety and Insurance Act.

30.02

Where an employee who is injured in circumstances in which they may be entitled to compensation under the Workplace Safety and Insurance Act, elects to claim against a third person, they shall, as a condition of receiving Sick Pay (in accordance with Article 14A (Sick Pay Plan) or Article 14B (Illness or Injury Plan)), as applicable, agree to provide in writing an undertaking to reimburse the City out of the proceeds of any settlement or judgment, exclusive of costs, upon such claim, the amount of money equivalent to the value of such Sick Pay, (in accordance with Article 14A (Sick Pay Plan) or Article 14B (Illness or Injury Plan)), and Workplace Safety and Insurance Board Benefits as the case may be, and upon their having made such reimbursement, their accumulated Sick Pay, (in accordance with Article 14A (Sick Pay Plan) or Article 14B (Illness or Injury Plan)), as the case may be shall be restored accordingly.

30.03

(a) Where an employee who is injured on duty with the City in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, and who has made a claim to the Workplace Safety and Insurance Board in accordance with the Workplace Safety and Insurance Act, shall, provided they have qualified for Sick Pay (in accordance with Article 14A (Sick Pay Plan) or Article 14B (Illness or Injury Plan)), be paid an amount equal to their full net pay while the employee is off work and until such time as a ruling has been made by the Workplace Safety and Insurance Board.

The full net pay of an employee shall be determined by deducting from the employee's gross earnings the probable Income Tax, Canada Pension Plan premiums, and Employment Insurance premiums.

(b) If the employee's claim is denied and the employee has otherwise qualified for Sick Pay, (in accordance with Article 14A (Sick Pay Plan) or Article 14B (Illness or Injury Plan)), the denial of the claim shall not act as a bar to the employee claiming benefits in accordance with the provisions of Article 14A or Article 14B.

30.04

Where the Workplace Safety and Insurance Board approves the claim, and for as long as the employee is receiving a full loss of earnings benefit in accordance with section 43 of the Workplace Safety and Insurance Act, the employee shall continue to receive the full net pay amount as defined in clause 30.03. Such full net pay shall include benefit payments approved by the Workplace Safety and Insurance Board.

30.05

If the employee is unable to return to work after a claim is approved, they shall receive:

(a) the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board;

(b) for those who qualify for Sick Pay, (in accordance with Article 14A (Sick Pay Plan) or Article 14B (Illness or Injury Plan)), receive the remainder of the net pay amount from the City. From the portion the employee is receiving from the City the following deductions shall be made:

(i) the employee's pension contribution;

(ii) if applicable, the employee's Optional Life Insurance premiums;

(iii) and any further deductions required by law.

If an employee continues on WSIB after the first day of the fifth month following the date of disability, the employee shall select one of the following Pension options:

Option A – Continue enrolment in OMERS as if the employee was at work and make the necessary Pension contributions from the remaining amount paid to the employee by the City. (NOTE: This will leave a net balance approximately equal to an employee's normal take home pay, and the employee's pension will be the same as if the employee had been actively at work throughout the period.)

Option B – Select the OMERS disability waiver of contributions and therefore the City and the employee shall not make OMERS contributions on the employee's behalf. (NOTE: this may increase the employee's take home pay. However, for pension calculation purposes, the deemed waiver earnings and the year's maximum pensionable earnings (YMPE) are indexed like the OMERS pensions. The annual increases to the deemed earnings may not match the negotiated increases received.)

No deductions will be made from the sick bank or from the Illness or Injury Plan hours, as applicable, of an employee who received payments under clauses 30.03 (a) and 30.05.

30.06

An employee in receipt of a loss of earnings benefit in accordance with section 43 of the Workplace Safety and Insurance Act who is not on layoff shall be considered to be an employee on the active payroll and;

(a) Continue to accrue seniority, service, vacation and sick pay credits; and

(b) Continue to be entitled to benefit coverage which shall be maintained by the City in the same manner as though the employee was at work; and

(c) The foregoing shall have no effect on any permanent partial disability pension, which an employee may be receiving.

30.07

Where the claim is not approved the City shall provide the employee with a copy of the denial letter from WSIB. Where an employee receives monies in excess of their appropriate net pay amount, such excess shall be treated as an overpayment and the City shall make recovery from the employee's wages.

The employee may, within five (5) working days of notification of the overpayment, request to have the overpayment recovered from their:

(a) Wages; and/or

(b) Vacation bank, subject to Division approval; and/or

(c) Accumulated lieu time; and/or

(d) Sick bank or IIP, provided that the employee would have been qualified to use their sick bank/IIP as per Articles 14A and 14B of the Collective Agreement and the absences are substantiated and is subject to Division approval.

Such request and/or Divisional approval shall not be unreasonably denied. This does not preclude the employee from making a full or partial payment.

If approval is granted to deduct the overpayment from the employee's vacation bank, accumulated lieu time, and/or sick bank/IIP, and if the amount of overpayment is greater than the vacation bank, accumulated lieu time, and/or sick bank/IIP, or if no request is made within five (5) working days or approval is not granted, the City shall recover the excess from the employee's wages.

In the event that the employee elects to repay the City through a deduction from wages, clause 7.06 of the Collective Agreement will apply. The affected employee must provide the City with any recovery consents required by law.

In the event that the employee disagrees with the recovery of any wages, the City may utilise the process outlined in the LETTER OF AGREEMENT – INTERIM ALTERNATE PROCESSES FOR CLAUSE 7.06.

30.08

Employees who have not qualified for Sick Pay, (in accordance with Article 14A (Sick Pay Plan) or Article 14B (Illness or Injury Plan)), shall, if their Workplace Safety and Insurance Board claim is approved, receive their benefit payments from the Workplace Safety and Insurance Board.

30.09

An employee, who sustains a compensable injury and, as a result, must leave work before the end of their shift, on the day the injury occurred shall be paid to the end of the shift.

30.10

Where an employee sustains a workplace injury, the employee is entitled to make the initial choice of health professional for the purpose of obtaining necessary and appropriate health care. Notwithstanding this entitlement, the parties recognize that the injury may require immediate health care from the first available health professional.

30.11

Where an employee is requested to meet with a representative of the City with respect to an illness or injury, the employee shall be advised they may be accompanied by a representative of the Union.

LETTER OF AGREEMENT
'GRANDPARENTING' OMERS DISABILITY PREMIUM WAIVER

The City and Local 416 agree that, notwithstanding language changes in the Collective Agreement effective January 1, 2005, the following terms shall apply to those employees who have been or are currently in receipt of an OMERS disability waiver of premium benefit as of July 20, 2005:

1. When an employee retires, if the employee was in receipt of Workplace Safety and Insurance Benefits and a disability waiver of premium benefit at any time during the employee's employment with the City

and if the effect of that disability waiver of premium benefit is to reduce the employee's pension entitlement, the City will provide the difference between the employee's pension and the pension to which the employee would have been entitled had the employee not been on said disability waiver of premium benefit;

2. If the employee is unable to return to work after a claim is approved, they shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board and for those who qualify for Sick Pay, (in accordance with Article 14A (Sick Pay Plan) or Article 14B (Illness or Injury Plan)), receive the remainder of the net pay amount from the City. From the portion the employee is receiving from the City, the following deductions shall be made: the employee's Pension contributions and if applicable, the employee's Optional Life Insurance premiums and any further deductions required by law. When a waiver of pension contributions is in effect, the portion of the net pay amount the employee is receiving from the City shall be reduced proportionately. No deductions will be made from the IIP hours/sick pay or capped sick pay credits of an employee who received payments under clauses 30.03 (a) and 30.05 (Note: This will leave a net balance approximately equal to an employee's normal take home pay.)

LETTER OF AGREEMENT:
THIRD PARTY ASSESSMENT FACILITIES

The City agrees to establish a Joint Committee, comprising of three (3) representatives from the City and three (3) representatives from the Union, to discuss and develop protocols for the referral of employees to third party medical/ functional assessments by the employer.

Prior to the renewal of any existing contracts with providers of third party assessments, the Joint Committee will review, assess and make recommendations with respect to the renewal of the contract(s) or selection of alternate provider(s).

Article 31– NO STRIKE OR LOCKOUT

31.01

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, as amended.

Article 32 – PROTECTIVE CLOTHING, PROTECTIVE EQUIPMENT AND WEARING APPAREL

32.01

The parties agree to apply the provisions of the Protective Clothing, Protective Equipment and Wearing Apparel Policy as included in the Collective Agreement, as amended from time to time by mutual agreement.

It is agreed and understood that the interpretation, application and implementation of this policy shall be subject to the grievance and arbitration provisions.

32.02

Safety equipment and safety attire will 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, it 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.

32.03 Local 416 Protective Equipment, Protective Clothing and Wearing Apparel Policy

Purpose Statement

This policy, jointly developed by Local 416 and the City of Toronto through the Protective Clothing and Wearing Apparel Committee, applies to the use, provision, acquisition, maintenance and replacement of personal protective equipment (PPE), protective work clothing and other wearing apparel for employees who are members of the Local 416 bargaining unit. The policy applies to all City Divisions with employees who are members of the Local 416 bargaining unit.

It is agreed that the City of Toronto will provide employees with personal protective equipment (PPE) as prescribed by the hazards of the job or workplace. In addition, the City will provide protective work clothing and other wearing apparel where required by job demands and as outlined in this policy.

It is agreed that employees who are issued PPE and/or protective work clothing will use and/or wear this PPE and/or protective work clothing at all times when it is needed for their protection or by regulation. They are responsible for complying with the Division's PPE and protective clothing requirements, properly maintaining PPE and reporting any defective PPE.

Notwithstanding the provisions outlined in this policy, the Union and the City reserve the right to address any additional PPE, protective clothing or wearing apparel issues that may arise during the term of the Collective Agreement.

(a) Personal Protective Equipment and Protective Clothing

Definitions

Personal protective equipment (PPE) is defined as equipment or devices worn or used to control exposure to hazardous substances or conditions or to prevent accidental injuries or serious harm to employees working in hazardous or potentially hazardous conditions or areas. PPE includes, but is not limited to head protection, hearing protection, eye and face protection, body protection, hand protection, foot protection, respiratory protection and fall protection.

Protective work clothing is attire worn over or in place of regular clothing to protect the employee from hazards. Protective work clothing may include, but not be limited to coveralls, overalls, aprons, laboratory coats, rainwear, high-visibility clothing and, in some cases, shirts and pants, where such clothing is either high-visibility, ballistic and/or fire-retardant.

Conditions

- The parties recognize that aspects of this policy are governed by legislation and the parties are committed to compliance with all applicable legislation.
- PPE will be utilized when hazards cannot feasibly be controlled or eliminated by other means.
- PPE will be properly fitted to the user and instruction on the use, care, maintenance and limitations of the PPE will be provided.
- Defective or damaged PPE shall not be used.
- PPE and protective clothing that has been worn next to the skin by employees shall be cleaned and disinfected before it is re-issued to other employees.
- Before any PPE is used by employees, employees will be made aware of the reasons for using the PPE and how to properly use and maintain it.
- Replacement of PPE and protective clothing will be conducted on an "as required" basis, based on its condition and/or manufacturers' instructions.
- PPE and protective clothing will be in conformance with legislated requirements and the most recent version of the applicable industry standards, e.g. CSA, ANSI.
- It is understood that protective devices of a non-personal nature are needed for the performance of certain tasks (e.g., Animal Services' snare sticks, Toronto Water gas monitors, Parks, Forestry and Recreation floatation devices). Such equipment can be shared, provided that it is readily available for use, when required, and employees are adequately trained in its use and limitations.
- Seasonal employees will be provided with PPE and protective clothing, as required by the nature of the work to be performed and appropriate to the season to be worked.
- Prescription safety eyewear from vendors located off City worksites will be acquired on the employee's own time.
- The City agrees to maintain the existing or equivalent boot truck service at City worksites, with employees having the same procurement rights as now exist. Where, because of special size or fitting requirements, or lack of boot truck service, employees cannot obtain safety boots from a boot truck, they shall be given a maximum of one hour of City paid time to purchase safety boots from City-contracted vendor's stores.

Responsibilities

Divisions will:

- in consultation with joint health and safety committees (JHSC), introduce, to the extent feasible, engineering and/or administrative hazard control measures to minimize the need for PPE. Such control measures may include:
    - eliminating the hazard from the workplace
    - substituting or replacing a hazard or hazardous work practice with a less hazardous one

    - isolating/separating the hazard or hazardous work practice from workers, or
    - modifying tools or equipment, providing guarding, barriers or ventilation
- in consultation with joint health and safety committees, determine the need for PPE and protective clothing based on job hazards, and provide such equipment and/or clothing to employees
- ensure consistent practices are applied across their Divisions
- when purchasing protective clothing, consider actual and potential hazards of the job, including traffic, electricity, cold, heat, fire, UV radiation, biological hazards and the West Nile Virus. If conflicts arise between design criteria to address multiple hazards, select on the basis of the most significant hazard
- ensure that written procedures are in place to administer the selection, use and maintenance of PPE and protective clothing
- train employees in the requirements for and proper use, care, and maintenance of PPE
- maintain a record of the PPE issued to employees and the training of those employees in the use of that PPE
- establish an inspection program for PPE when required by legislation and/or industry standards
- whenever possible, co-ordinate purchases of PPE and protective clothing through Purchasing and Materials Management, to facilitate consistency in PPE selection across Divisions and cost-effective provision of needed PPE to employees
- not permit alterations of PPE without permission from the manufacturer
- Employees will be provided with thermal coveralls and parkas as set out below. Those employees who are currently entitled to bomber jackets instead of parkas will have the right to replace such bomber jackets, unless it remains in serviceable condition.
- Employees will be provided with initial entitlement of all other items of protective clothing, as set out in this policy.
- Initial entitlement will be pro-rated to recognize items already issued in the one-year period immediately preceding the date of issue.
- Annual entitlement, where applicable, will commence on or before April 1st, for spring and summer protective clothing, and on or before November 1st, for fall and winter protective clothing.

Purchasing and Materials Management will:

- where appropriate, specify in purchasing documents that PPE and protective clothing must comply with the relevant Canadian Standards Association standard or, in the absence of a CSA standard, an equivalent standard
- require any organization supplying PPE to the City to state in writing that such PPE complies with the relevant identified standard or equivalent
- consider ergonomic principles and usability in the specification and selection of PPE.

Employees who are issued PPE and/or protective clothing will:

- use and/or wear this PPE and/or protective clothing at all times when required for their protection
- care for and maintain PPE and/or protective clothing as advised by their Divisions
- report defective PPE and/or protective clothing to their supervisors
- not alter the integrity of PPE or protective clothing
- When PPE and/or protective clothing or footwear is replaced on an “as required” basis, the employee must return the item being replaced for inspection. Retention may be required in some circumstances, e.g., if defective equipment or clothing is to be returned to the supplier, if clothing is part of a uniform worn by an enforcement officer, or if PPE has expired and is no longer safe to be used.

Occupational Health and Safety staff, in consultation with the JHSC, will:

- assist Divisions by advising on required PPE and/or protective clothing for job duties
- assist Divisions to ensure that PPE and/or protective clothing is in conformance with regulatory requirements and/or accepted industry standards.

Specific Requirements

Head protection

- Head protection will be provided to employees where the hazard of head injury exists.

- Damaged hardhat shells or inner cradles must be promptly replaced.
- Even in the absence of visible damage and deterioration, hardhat shells and inner cradles should be replaced at the frequency outlined in the manufacturer's instructions.
- Winter hardhat liners will be provided to employees who are required to wear hardhats and who work outdoors in winter.
- Management is prepared to consider hard hats with wide brims but will provide information to the Wearing Apparel Committee on the following concerns for further discussion:
    - whether wide brims result in significantly greater weight,
    - whether their advantages exceed their disadvantages, from a health and safety perspective,
    - whether they can accommodate all currently-issued personal protective equipment.
- It is agreed that, if selected, they will only be issued when hard hats are next needed.

Hearing protection

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

Eye protection

- Employees who are at risk of eye injury will be provided with and required to wear eye protection devices appropriate to the hazard, e.g., goggles, face shields, visors or approved safety glasses.
- Operations that may place employees at risk of eye injury include, but are not limited to:
    - handling hazardous materials or chemicals
    - breaking into lines or equipment which contain, or have contained, hazardous materials or chemicals
    - welding, burning, cutting, chipping, grinding, woodworking, sawing, etc.
    - operating explosive actuated tools, hand-held nailing guns or other power tools
    - operating chain saws or grass cutting equipment
    - working on live electrical installations.
- Contact lenses must not be worn in any area or for any job involving chemical eye irritants.
- If safety eyewear is routinely needed in the performance of the job and the employee requires prescription eyewear, prescription safety eyewear will be provided.
- All impact-protective safety glasses must have appropriate side shields.
- The City shall provide UV protected eyewear to employees whose work is normally performed outdoors during daylight hours. The eyewear selected must not unduly alter visual perception. If the employee requires prescription eyewear, prescription UV protected eyewear will be provided, upon request.
- For employees with a concurrent need for safety eyewear and UV- protection, safety eyewear that offers UV protection will be provided.
- Prescription safety eyewear will be replaced every 24 months, if required.
- It is understood and agreed that this provision does not form part of an employee's extended health benefits for vision care.
- Prescription eyewear will not be provided to short-term seasonal employees. Rather, the safety hazards will be addressed as follows: 1. Impact protection will be addressed by the provision of goggles to be worn over the worker's own glasses, and 2. UV protection will be addressed by the provision of clip-on's to be worn over the worker's own glasses.

Rainwear

- The City shall provide appropriate rainwear for those employees required to work in inclement weather or required to maintain tanks and reservoirs.
- Rainwear worn in the road allowance must provide the needed visibility to comply with legislative requirements or must be worn in conjunction with a safety vest.
- This rainwear will be replaced, as required, based upon its condition.

(NOTE: Within 90 days following the date of finalization of this policy, the City will consult with the Union regarding the types of rainwear, including the ability to combine rainwear with spring/fall wear, where appropriate.)

Coverall/Bib Overalls

- The City shall provide coveralls or bib overalls, as required, based on job function.
- In certain cases, as specified, one coverall/overall may be selected by the employee to replace the issue of one shirt/pant combination.
- The parties agree that the following groups of employees will be provided with one thermal winter coverall/overall when the risk of cold stress exists:
    - Toronto Water – District Operations (including, but not limited to, Water valve crews and construction crews)
    - Toronto Water – Sewage Treatment Plants
    - Parks, Forestry & Recreation – (including, but not limited to, construction crews and outside arena employees)
    - Solid Waste Management – Transfer Station employees and employees who operate Litter- vacs in winter months
    - Transportation Services — Traffic sign and traffic patrol crews, snow removal operations.

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

Hand protection

- Protective gloves appropriate to the hazard will be provided by the City and worn by employees where hands are exposed to:
    - hazards which can result in abrasion or cuts
    - chemicals (corrosives, solvents, toxic)
    - biological/pathogenic hazards
    - hot or cold liquids or objects
    - physical hazards
    - electrical hazards
    - vibration
    - cold weather conditions
    - animal bites
- Animal handling restraint gloves (non-personal issue) will be made available on vehicles to Animal Services employees. (NOTE: Liner gloves are available to ensure adequate hygiene)

Respiratory protection

- Respiratory protection will be provided by the City and worn by employees when exposure to harmful dusts, fumes, mists, vapours, gases, biological agents or other inhalation hazards warrant its use.
- Any respirator provided to a worker for their protection must be appropriately fitted.
- Procedures will be developed for cleaning, maintaining and storage of respirators.

Foot protection

- Protective footwear appropriate to the nature of the hazard and the demands of the job will be provided where foot hazards exist.
- Protective footwear entitlement will be determined using the “Safety Footwear Needs Analysis” form. The Safety Footwear Needs Analysis program will be reviewed after one (1) year of implementation and consideration will be given to technological change.
- Protective footwear will be replaced as required.

Fall protection and retrieval

- A fall protection and retrieval system (travel restraint system, fall restraining system, fall arrest system and/or safety net, as appropriate) will be provided to employees who are exposed to the hazard of falling from heights, as specified in occupational health and safety legislation.

- All safety lines, belts or harnesses that have been involved in an actual fall will be immediately replaced.
- Employees who are required to use a fall protection system must be given oral and written instructions in its use, and a record of such training and instruction must be maintained.
- Employees will inspect equipment prior to use, in accordance with legislative requirements.

Sun and Heat protection

- The City shall provide ultra-violet (UV) sunscreen cream to those employees who are required to work outdoors.

First Aid Kits

- First Aid Kits shall be provided by the City on vehicles and at work locations in accordance at least with legislative requirements in force on the date this policy comes into effect.

Chainsaw chaps

- For those employees required to use chain saws, the City shall provide ballistic pants or chaps.

Personal Flotation Devices

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

Insect Repellent

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

High-visibility Clothing

- Depending on the circumstances, either a safety vest or high visibility clothing will be provided to employees who are likely to be endangered by vehicular traffic.
- Where clothing or wearing apparel is provided and where an employee is likely to be endangered by vehicular traffic, the clothing that is provided and worn by employees will be high visibility clothing.

Laundering of Protective Clothing

- Laundering of protective clothing will be provided in jobs where work routinely exposes employees to hazardous materials (e.g., sewage, garbage).
- Laundering of clothing will be provided for all employees in Animal Services and those employees in Transportation Services who handle deceased animals.
- Where laundering of protective clothing or wearing apparel is provided through a laundering and clothing rental contract, such clothing will be replaced as required and there will be no annual issue.
- The parties agree that laundering practices will be monitored and reviewed on or before April 1st, 2006.

Other protective clothing items

- Aprons, lab coats, shop coats, hip waders, etc. will be provided where hazards exist or when job demands require.
- A supply of evacuation suits will be available in Animal Services shelters.
- Fire-retardant protective clothing will be provided where hazards exist, e.g., welders.

Specific Divisional Entitlement to Protective Clothing

- The following clothing entitlement is considered “protective clothing” because the hazards associated with the work performed require clothing with protective features.
- All parkas, bomber jackets, linesman’s coats and spring/fall jackets will be replaced as required or after three years, unless such item of clothing remains in serviceable condition.

Solid Waste Management Services

- 1 high visibility winter parka or bomber style winter jacket, at the employee’s choice.
- 1 high visibility linesman’s coat (for use during spring and fall).
- The City will make provisions for the laundering of shirts, pants and coveralls. According to the type of laundry service provided, a sufficient number of clothing items will be provided to ensure that the following laundered wearing apparel is available on a weekly basis:

- 4 short sleeve T-shirts or long-sleeved T-shirts or button shirts in highly visible fabric with reflective striping (5 for workers who work 5-day weeks). Note: Due to the effect of industrial laundering on T-shirts, laundering of T-shirts will not be provided.
- 4 pairs of pants with reflective striping (5 for workers who work 5-day weeks)
- high-visibility coveralls may be selected by the employee to replace shirt/pant combinations

Transportation Services – Road Operations

- 5 high visibility short-sleeved or long-sleeved T-shirts or button shirts, at the employee's choice, initially; 3 annually thereafter.
- 2 high visibility sweatshirts may be substituted for 2 T-shirts or button shirts, initially; 1 annually thereafter.
- 4 pairs of pants with reflective striping, initially; 2 annually thereafter.
- High visibility coveralls/overalls may be selected by the employee to replace shirt/pant combinations.
- 1 high visibility parka or bomber style winter jacket, at the employee's choice.
- 1 high visibility linesman's coat.

Toronto Water – District Operations (staff who work in the road allowance)

- 1 high visibility linesman's coat (for use during spring and fall).
- 1 high visibility parka or bomber style winter jacket, at the employee's choice.
- Laundered wearing apparel will be made available on a weekly basis as follows:
- 5 high visibility short-sleeved or long-sleeved T-shirts or button shirts, at the employee's choice. Note: Due to the effect of industrial laundering on T-shirts, laundering of T-shirts will not be provided.
- 2 high visibility sweatshirts may be substituted for 2 T-shirts or button shirts, initially; 1 annually thereafter.
- 4 pairs of pants with reflective striping.
- High-visibility coveralls/overalls may be selected by the employee to replace shirt/pant combinations.

Toronto Water – Wastewater Treatment

- 1 parka or bomber style winter jacket, at the employee's choice, will be provided to employees who are required to work outdoors.
- Laundered wearing apparel will be made available on a weekly basis as follows:
- 5 long-sleeved cotton shirts
- 5 pairs of pants
- Coveralls/overalls may be selected by the employee to replace shirt/ pant combinations
- Sweatshirts may be selected by the employee to replace long-sleeved shirts, provided the sweatshirts do not pose a health and safety risk, e.g., due to their loose-fitting nature or the presence of strings.

Fleet Services

- Laundered coveralls/overalls or laundered shirt/pant combinations, sufficient for daily use, will be provided.
- For those employees who choose coveralls/overalls:
    - 2 short-sleeved or long-sleeved T-shirts or button shirts (non- laundered), or sweatshirts at the employee's choice, annually.
    - 2 pairs of pants (non-laundered) annually.
- 1 high-visibility parka or bomber style winter jacket, at the employee's choice.

Parks, Forestry and Recreation – Forestry Non-Climbing Staff

- 5 long-sleeved T-shirts (high visibility, non fire-retardant), initially; 3 annually thereafter.
- 1 short-sleeved T-shirt (high visibility, non fire-retardant) may be substituted for 1 long-sleeved T-shirt, provided Forestry- Non-Climbing Staff are always prepared to perform required duties by having a long-sleeved T-shirt immediately available.
- 2 sweatshirts (high visibility, non fire-retardant) may be substituted for 2 long-sleeved T-shirts (high visibility, non fire-retardant), initially; 1 annually thereafter.

- 4 pairs of pants with reflective striping, initially; 2 annually thereafter.
- 1 high visibility parka or bomber style winter jacket, at the employee's choice.
- 1 high visibility linesman style jacket (non fire-retardant).

Parks, Forestry and Recreation – Forestry Climbing Staff

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

Parks, Forestry and Recreation – Technical Services

For those employees whose job duties may require contact with high voltage or open flame (e.g., electricians, plumbers, welders, refrigeration mechanics, playground maintenance staff and irrigation technicians):

- 5 fire-retardant long-sleeved T-shirts initially; 3 annually thereafter.
- Fire-retardant sweatshirts may be selected by the employee to replace long-sleeved T-shirts.
- 4 pairs of pants, fire-retardant with reflective striping, initially; 2 annually thereafter.
- Fire-retardant coveralls/overalls may also be selected by the employee to replace either shirt/pant combinations or pants.
- 1 fire-retardant parka or bomber style winter jacket, at the employee's choice.
- 1 fire-retardant spring/fall jacket as required, — the parties agree to discuss as a component of rainwear.

For those employees who work consistently in the road allowance or in the vicinity of heavy equipment operation, this clothing will be high visibility.

(b) Wearing Apparel

Definition

Wearing apparel will take one of two forms:

- a uniform to ensure a professional appearance or to provide ready visual identification in order to protect the safety and security of the employee, clients, and/or the public;
- non-uniform, non-mandatory clothing provided to reduce wear and tear on the employee's own clothing.

Conditions

- Individual Divisions will provide wearing apparel, as outlined below. In each case, the wearing apparel is identified either as uniform or non- uniform wearing apparel.
- Subject to the provisions of clause 32.02 of the Collective Agreement, issued wearing apparel classified as "uniform" must be worn by the employee while at work.
- Non-uniform wearing apparel intended to protect the employee's own clothing from abnormal wear and tear will be provided by the City only to those employees who choose to wear it regularly while at work.
- Employees will be provided with parkas, as set out below. Those employees who are currently entitled to bomber jackets instead of parkas will have the right to replace such bomber jackets, unless it remains in serviceable condition.
- Entitlement resulting from a change in Division will be pro-rated to recognize items already issued in the one-year period immediately preceding the date of issue.
- Annual entitlement, where applicable, will commence on or before April 1st, for spring and summer wearing apparel, and on or before November 1st, for fall and winter wearing apparel, except as indicated above.

- All parkas, bomber jackets, linesman coats and spring/fall jackets will be replaced as required or after three years, unless such item of clothing remains in serviceable condition. All other articles of wearing apparel will be replaced as required, except where an annual entitlement is provided.
- Wearing apparel, with the exception of sizing modifications, must not be altered and must be kept reasonably clean and neat in appearance.
- Seasonal employees will be provided with wearing apparel as required by the nature of the work to be performed and appropriate to the season(s) and/or weather conditions to be worked.

Corporate Services – City Clerk's – Courier Drivers

- 5 shirts (golf shirts, long or short sleeved or sweatshirts, at the employee's choice) initially; 3 annually thereafter. UNIFORM.
- 4 pants initially; 2 annually. NON-UNIFORM.
- 1 parka or bomber style winter jacket, at the employee's choice. UNIFORM.
- 1 spring/fall jacket. UNIFORM.

Finance Division – Water Revenue – Meter Readers

- 5 shirts initially; 3 annually. UNIFORM.
- 4 pairs of pants initially; 2 annually. NON-UNIFORM.
- 1 three-in-one jacket, replaced as required. UNIFORM.
- Coveralls provided, as needed based on job demands, for those employees who work in confined spaces.
- 1 rain suit with a hood, replaced as required. UNIFORM.
- 1 winter toque, replaced as required. UNIFORM.
- Anti-slip summer and winter footwear (not green patch). Green patch safety footwear is provided, where required by job demands.

Seniors Services and Long Term Care

- 5 short-sleeved button-style shirts or sweatshirts, initially; 3 annually thereafter. UNIFORM.
- 4 pants, initially; 2 annually thereafter. UNIFORM.
- 1 spring/fall jacket. NON-UNIFORM.
- 1 winter parka. NON-UNIFORM.
- Coverall/overalls are available for specialized work such as equipment repair, etc.

Animal Services

- 6 dress-type shirts (long or short-sleeved, at the employee's choice), for staff who perform field services. UNIFORM.
- 3 pairs of pants (dress or cargo, with at least one pair being dress pants), for staff who perform field services. UNIFORM.
- 1 parka or bomber style winter jacket, at the employee's choice, to be replaced as required. UNIFORM.
- 1 Winter toque. NON-UNIFORM.
- 2 clip on ties, for staff who perform field services. UNIFORM.
- 2 sweaters (long-sleeved). UNIFORM.
- 1 belt (black). UNIFORM.
- 1 spring/fall jacket, to be replaced as required. UNIFORM.
- 3 sets of scrubs or 3 golf shirt/pant combinations for staff who perform kennel duties. UNIFORM.
- Laundering of clothing will be provided for all employees in Animal Services.

Facilities and Real Estate – Facilities Operations

- 5 golf or button shirts (short- or long-sleeved), at the employee's choice, initially; 3 annually thereafter. UNIFORM.
- Sweatshirts may be selected by the employee to replace long-sleeved shirts. UNIFORM.
- 4 pairs of pants, initially; 2 annually thereafter. UNIFORM.
- Coveralls/overalls may be selected by the employee to replace shirt/ pant combinations. UNIFORM.

- 1 parka or bomber style winter jacket, at the employee's choice. NON- UNIFORM.
- 1 spring/fall jacket. NON-UNIFORM.

Facilities and Real Estate – Facilities Services – Customer Support

- 5 golf or button shirts (short- or long-sleeved), at the employee's choice, initially; 3 annually thereafter. UNIFORM.
- 4 pairs of pants, initially; 2 annually thereafter. UNIFORM.
- 1 parka or bomber style winter jacket, at the employee's choice. UNIFORM.
- 1 spring/fall jacket. UNIFORM.

Facilities and Real Estate – Facilities Services – Custodial

- 5 golf or button shirts (short- or long-sleeved), at the employee's choice, initially; 3 annually thereafter. UNIFORM.
- 4 pairs of pants or skirts, initially; 2 annually thereafter. UNIFORM.
- 1 high visibility parka or bomber style winter jacket, at the employee's choice. UNIFORM.
- 1 spring/fall jacket. UNIFORM.

Technical Services

- 5 golf-style shirts, short-sleeved or long-sleeved at the employee's choice, initially; 3 annually thereafter. UNIFORM.
- Sweatshirts may be selected by the employee to replace long-sleeved shirts. UNIFORM.
- 4 pairs of pants, initially; 2 annually thereafter. NON-UNIFORM.
- 1 parka or bomber style winter jacket, at the employee's choice. UNIFORM.
- 1 spring/fall jacket. UNIFORM.

Transportation Services – Field Investigators & Yard Attendants

- 5 golf-style shirts, short-sleeved or long-sleeved at the employee's choice, initially; 3 annually thereafter. UNIFORM.
- Sweatshirts may be selected by the employee to replace long-sleeved shirts. UNIFORM.
- 4 pairs of pants, initially; 2 annually thereafter. UNIFORM.
- 1 parka or bomber style winter jacket, at the employee's choice. UNIFORM.
- 1 spring/fall jacket. UNIFORM.

Toronto Water – District Operations

(staff who do not work in the road allowance)

- 1 linesman coat. NON-UNIFORM.
- 1 parka or bomber style winter jacket, at the employee's choice. NON- UNIFORM.
- Laundered wearing apparel will be made available on a weekly basis as follows:
    - 5 short-sleeved or long-sleeved button-style shirts, at the employee's choice. NON-UNIFORM.
    - Sweatshirts may be selected by the employee to replace long- sleeved shirts. NON-UNIFORM.
    - 4 pairs of pants. NON-UNIFORM.
    - Coveralls/overalls may be selected by the employee to replace shirt/pant combinations. NON-UNIFORM.

Toronto Water – Water Supply

- 1 parka or bomber style winter jacket, at the employee's choice, will be provided to employees who are required to work outdoors. UNIFORM.
- Laundered wearing apparel will be made available on a weekly basis as follows:
    - 5 long-sleeved cotton shirts. UNIFORM.

- Sweatshirts may be selected by the employee to replace long- sleeved shirts, provided the sweatshirts do not pose a health and safety risk, e.g., due to their loose-fitting nature or the presence of strings.
- 5 pairs of pants. UNIFORM.
- Coveralls/overalls may be selected by the employee to replace shirt/pant combinations. UNIFORM.

Parks, Forestry and Recreation – Community Recreation

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

Parks, Forestry and Recreation – Technical Services

For staff whose job duties do not bring them into contact with high voltage or open flame:

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

If those employees work consistently in the road allowance or in the vicinity of heavy equipment operation, this clothing will be high visibility.

Stores – Purchasing and Materials Management

- 5 shirts (buttoned long sleeve, buttoned short sleeve or golf, at the employee's choice), initially; 3 annually thereafter. NON-UNIFORM.
- Sweatshirts may be selected by the employee to replace long-sleeved shirts. NON-UNIFORM.
- 4 pairs of pants, initially; 2 annually thereafter. NON-UNIFORM.
- 1 parka or bomber-style winter jacket, at the employee's choice. NON- UNIFORM.

(c) Protective Clothing and Wearing Apparel Committee

The City agrees to the continuance of a Protective Clothing and Wearing Apparel Committee with management and labour representation. This committee will monitor the practices and procedures outlined in this policy and will meet as required. The Committee will jointly address any inconsistencies and issues/concerns raised through the implementation and administration of the policy.

The City agrees to provide a list of all expiry dates of existing purchasing contracts for Personal Protective Equipment, Protective Clothing and Wearing Apparel.

Prior to the issuing of any request for proposal or tenders for purchases of Personal Protective Equipment, Protective Clothing and Wearing Apparel, the Committee will be given full opportunity to provide meaningful input to the party requisitioning the purchase.

Article 33 – LEGAL EXPENSES

33.01

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

(a) The employee charged shall, in the first instance, be responsible for their own defence including the retaining of legal counsel or paralegal.

(b) If the employee is acquitted and their 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 Chief People Officer, People & Equity.

(c) Where an employee is acquitted and their legal costs exceed twenty- five thousand dollars ($25,000) for the payment of such fees approval shall not be unreasonably withheld by the City. The account must be in accordance with recognized professional practices.

NOTE: The term "acquitted" shall be taken to be the same as a dismissal of the charge(s) or complaint(s) or any other disposition where the employee is not determined to be guilty or liable.

33.02

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 their capacity as an employee of the City, the City may pay damages or costs awarded against such employee or legal expenses incurred by them as may be determined by City Council as provided for by paragraph 50 of section 207 of The Municipal Act, R.S.O. 1990, as amended. Whenever an action or other proceeding is brought against an employee, the employee is to advise the Insurance and Risk Management section of the Corporate Finance Division immediately with respect to such action or proceeding.

33.03

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

33.04

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

33.05

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

Article 34 – GENDER NEUTRALITY AND PLURAL

34.01

Whenever the masculine, the feminine, or singular has been used throughout this Agreement, it shall be deemed to include all expressions of gender identity or the plural where the context so allows or requires.

Article 35 – ACQUAINTING NEW EMPLOYEES

35.01

(a) New employees shall be advised of the names of their steward and the Worker Co-chair of the Joint Workplace Health and Safety Committee or the Workers Health and Safety Representative, as the case may be, and provided with an introduction to each following the commencement of the employee's employment. Such introductions shall be provided within twenty (20) days of the commencement of the employee's employment. The City will also provide a copy of the Collective Agreement to all new employees.

(b) The steward and the Worker Co-chair or the Worker Health and Safety Representative, as the case may be, shall each be allowed fifteen (15) minutes to meet with the new employee at times mutually acceptable to the steward, the Worker Co-chair or the Worker Health and Safety Representative where appropriate, and the employee's immediate supervisor.

Article 36 – EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE

36.01

Each employee shall have access to and be able to view their individual personnel file upon request.

36.02

The City agrees to provide photocopies of all disciplinary notations, all evaluations, all performance reports and all other adverse notations upon request, within a reasonable period, at no cost to the employee, once every 12 months.

36.03

No disciplinary notation, evaluation, performance report, or other adverse notation shall be added to the personnel file until a copy of such document has been provided to the employee.

Article 37 – REST AND WASH-UP PERIODS

37.01

(a) Each employee who works on a shift of less than ten (10) hours shall be afforded a rest period of fifteen (15) minutes duration during the first four (4) hours of the shift and a second rest period of fifteen (15) minutes during the second four (4) hours of their shift.

(b) Each employee who works on a shift of ten (10) to twelve (12) hours shall be afforded a rest period of fifteen (15) minutes duration during the first four (4) hours of their shift, a second rest period of fifteen (15) minutes during the second four (4) hours of their shift and, during the last two (2) to four (4) hours of their shift, a third rest period of ten (10) minutes duration.

37.02

Each employee coming within the Union shall be afforded a period of ten (10) minutes at the end of each working day for the purpose of washing up at their place of employment.

Article 38 – DESIGNATES

38.01

Where the terms Division Head, Chief People Officer, People & Equity, City Solicitor, Treasurer and Deputy City Manager and Chief Financial Officer and Director, Employee and Labour Relations appear in this Collective Agreement, it shall be read to include “or their designate”.

Article 39 – RIGHT TO RESCIND RESIGNATION

39.01

An employee who resigns shall have the right to rescind their resignation, provided that they notify their immediate supervisor in writing, with a copy to the Division Head concerned, within five (5) working days of the date on which they tendered their resignation.

Upon receipt of such written notification by the employee’s supervisor, the employee shall be reinstated to their former position upon the commencement of their next scheduled shift.

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

Article 40 – PRINTING OF THE COLLECTIVE AGREEMENT

40.01

The Agreement shall be prepared and presented to the Union within one (1) month following the ratification of the Contract by both parties. The City shall allow five (5) days off with pay for up to four (4) members of the Negotiating Committee so that they may proof-read the Agreement.

40.02

The parties agree to use their best efforts to have the Collective Agreement printed as soon as possible following its ratification.

40.03

Each party shall pay fifty per cent (50%) of the cost of such printing.

40.04

The parties agree to meet prior to the printing of the Collective Agreement in order to identify and discuss any housekeeping issues that may be required. In the event of a dispute between the parties, it is agreed that there will be no change to the signed-off language agreed to during the negotiation process.

Article 41 – ACCESS TO COUNCIL AND BUDGET INFORMATION

41.01

The Union shall be placed on distribution lists with respect to Council and its Standing Committees. The Union shall be provided with copies of all public agendas and supplemental agendas, public attachments, certificates of amendments and minutes for Council, and the agendas and reports of its Standing Committees and Community Councils.

The Union shall be placed on the Financial Planning Division – Budget Services Division public distribution list with respect to the Division Capital and Operating Budget.

Said information shall be made available to the Union at the same time it is made available to the public.

Article 42 – TOOL ALLOWANCE

42.01

Employees who are required as a condition of their employment to provide personal tools related to their position shall be paid a tool allowance of up to eight hundred and fifty dollars ($850) per year. Such tool allowance shall be paid to the employee in November of each year. Employees are required to submit original receipts showing their purchase of tools required for their work to the value of eight hundred and fifty dollars ($850).

42.02

Employees who receive a tool allowance shall maintain a set of tools satisfactory to the Division Head. It is understood that the Employer will not replace lost or broken personal tools.

Article 43 – TERM OF AGREEMENT AND NOTICE TO BARGAIN

43.01

The term of this agreement shall be from January 1, 2025 to December 31, 2028, and shall continue to remain in force from year to year thereafter unless either party gives written notice to the other party within ninety (90) days prior to the termination date of this Collective Agreement that it desires termination or amendment of this Agreement.

Article 44 – HEALTH AND SAFETY

44.01

The Union and the City shall co-operate in promoting a strong health and safety culture where there is a commitment by everyone in the workplace to prevent injuries and illnesses and to reduce risk. The parties shall cooperate in improving practices in the workplace that provide a safe and healthful environment in which to work.

The City and the Union are committed to the Continuous Improvement Program of “Targeting Zero Together”, by enhancing cooperative joint labour management involvement and creating a climate of trust and mutual respect.

44.02

The Union and the City agree to work together to implement appropriate remedies and initiate preventative 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.

44.03

The prevention of accidents requires the continuation of a coordinated health and safety program in accordance with the Occupational Health and Safety Act and the Corporate Health and Safety Policy and Program as adopted by City Council as may be amended from time to time after consultation between the parties.

44.04

(a) The terms of reference for all multi-location joint health and safety committees shall be agreed between the parties.

(b) Musculoskeletal Disorders (MSDs) have been identified as the leading injury as a result of accidents in the City of Toronto. Joint Health and Safety Committees shall participate in the implementation of any MSD policies.

44.05

The City will continue to recognize the current Occupational Health and Safety Co-ordinating Committee.

Quarantine

44.06

Time lost by an employee as a result of being quarantined by any official authorized to do so in accordance with the applicable legislation because of a job-related incident shall be treated as a leave of absence with pay for the duration of the quarantine.

44.07

The parties agree to meet and discuss the role of Local 416 and employees in emergency preparedness and response, including situations where an emergency may be declared pursuant to the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9, as amended. The agreement to meet is without prejudice to any position the City or the Union may take with respect to the rights of the City, the Union or its members, as applicable in such a case.

44.08

The parties agree to discuss the protections provided for employees required to operate emergency vehicles and for employees required to operate vehicles in an emergency situation during the term of the agreement.

Serious Incident

44.09

An employee who is required to attend to a critical incident or is involved in a serious incident or accident, such that they are unable to work, shall be permitted to take the remainder of the day off, without loss of pay and benefits.

LETTER OF AGREEMENT:
VEHICLE SAFETY ISSUES

Each of the following Divisions/Sections – i.e., Transportation Services; Solid Waste Management Services; Toronto Water; Toronto Paramedic Services; Parks, Forestry & Recreation; Facilities & Real Estate; Fleet Services; Toronto Animal Services – will identify to the Union, which specific Committee will deal with vehicle issues (e.g., Joint Health & Safety Committee; Continuous Improvement Team; Vehicle Conversion Committee). The specified Committee will review issues related to safety standards for current vehicles.

In addition, the City agrees that when one of the Divisions/Sections identified above is developing/reviewing specifications for the purchase of vehicles, the Division/ Section will consider, through the specified Committee, input from employees who normally operate this type of vehicle and from the Union representatives from the specified Committee. The specified Committee will have the ability to consult with Fleet Services staff, which will include mechanics who maintain this type of vehicle, as needed.

The input received at the specified Committee will be discussed with the City Divisional Vehicle Representative, who will review the information and provide recommendations to the City Fleet Coordinator for the preparation of the Request for Quotation (RFQ).

The parties agree that the above will not impede an effective and timely vehicle purchase process.

LETTER OF AGREEMENT:
JOINT HEALTH AND SAFETY FORUM

The parties agree to establish a joint committee for the purpose of discussing and making recommendations on health and safety matters unique to Local 416.

This committee will be co-chaired by the Director of Occupational Health & Safety and the Local 416 Chief of Health & Safety. The committee will also include:

- Three (3) Health & Safety representatives selected by the Union
- One (1) City representative from Occupational Health & Safety
- One (1) Senior City representative from each Service Area.

The Committee will meet at the request of either party up to three (3) times per calendar year and shall not limit or diminish the role or function of authorized health and safety committees. The parties may meet more often by mutual agreement.

The three (3) Union Health & Safety representatives may attend the Committee meetings. Time spent at such Committee meetings during an employee's regular working hours shall be without loss of pay. Within ninety (90) days of July 31, 2009, the Union shall provide the Director of Occupational Health & Safety with written notification of such representatives and of any subsequent changes to their representatives. The parties agree to make efforts to have consistent representation on the Committee.

The Committee will meet within sixty (60) days from the date the Union provides its initial written notification of their representatives.

Article 45 – AMBULANCE APPENDIX

Meal Allowance

45.01

Meal allowance as provided for in the Meal Break Guidelines shall be $10.00 without receipts.

Meal Breaks

45.02

(i) Toronto Paramedic Services (TPS) will provide a meal break of thirty (30) minutes for Paramedic staff during their assigned shifts. Paramedics working a twelve (12) hour shift will receive a meal break no earlier than four (4) hours into their shift and no later than seven and one half (7 ½) hours into their shift.

(ii) In recognition of the elimination of the various payments for late or missed meal breaks, $1.05/hour added to the base rate of all classifications, effective July 9, 2025.

MEMORANDUM ITEM ONLY
CONSOLIDATION OF MEAL BREAK PROVISIONS

The parties agree to meet within six (6) months of February 15, 2012 to establish a joint committee, consisting of three (3) members representing management, and three (3) members representing the Union. The purpose is to consolidate the meal break provisions for Paramedics found in the following: the 1995 Meal Break Guidelines, the 2009-2011 Collective Agreement and the 2007 Starkman Minutes of Settlement. If the parties reach mutual agreement, the applicable provisions will be incorporated into the Collective Agreement and the Letter of Agreement removed. If there is no agreement, the status quo will continue to apply.

TPS Labour Management Committee

45.03

The City and the Union agree to establish a Toronto Paramedic Services (TPS) labour management committee to consider, review and monitor on an ongoing basis, matters related to issues of interest to TPS and the Local 416 Paramedic Unit. In this regard, the parties commit to objectively pursue the best interest of the patient, considering employee wellness and forward thinking labour relations.

The committee will be co-chaired with one representative from the Union and one from Management. This committee will meet monthly or at the call of the chair with a maximum of five (5) representatives from the Union and a maximum of five (5) representatives of the City. TPS shall pay for all hours spent by TPS employees in the committee meetings up to a maximum of five (5) employees. The off-duty TPS employees who attend on their scheduled days off will be compensated at time and one half (1 ½) for up to four (4) hours.

An agenda of the subjects to be discussed will be submitted at least seven (7) days before the day agreed upon for the meeting. Seven (7) days prior to the meeting, the Union shall provide TPS with the names of the five (5) representatives who will be attending.

Uniforms

45.04

(a)

(i) Upon commencement of employment each Paramedic will be issued the following uniform: eight (8) shirts, six (6) t-shirts, four (4) turtleneck shirts (non-uniform), four (4) pairs of tactical pants, four (4) pairs of epaulette sleeves, one (1) winter hat, one (1) summer hat, three (3) summer shirts, one (1) pair of winter boots, one (1) pair of safety shoes, one (1) belt, one (1) pair of winter gloves and one (1) multi-function parka.

(ii) TPS employees, working in the Garage, Stores, Scheduling and Facilities shall, upon commencement of employment, be issued the following: eight (8) shirts, four (4) pants, six (6) t-shirts, three (3) summer shirts, four (4) turtleneck shirts, one pair of winter boots and one pair of safety shoes, (Schedulers may request non-safety shoes) safety glasses (Garage only), belt, multi-function parka, toque.

(b) Upon commencement of employment each Paramedic will be issued the following equipment: scissor pack, kit bag, stethoscope, penlight, safety goggles, and safety vest.

(c)

(i) In the second and third year of employment, each Paramedic shall receive the following uniform items: four (4) shirts, three (3) t-shirts (non-uniform), two (2) turtleneck shirts (non-uniform), three (3) summer shirts, two (2) pairs of tactical pants, two (2) pairs of epaulette sleeves and one (1) pair of winter gloves.

(ii) In the fourth and subsequent years of employment, each Paramedic may exchange (on a one-for-one basis) the following uniform items: four (4) shirts, three (3) summer shirts, two (2) pairs of epaulette sleeves. Paramedics will continue to receive, on an annual basis the following: three (3) t-shirts (non-uniform), two (2) turtleneck shirts (non-uniform), two (2) pairs of tactical pants and one (1) pair of winter gloves.

(iii) In the second and third year of employment, each TPS employee working in the Garage, Stores, Scheduling and Facilities shall receive four (4) shirts, three (3) t-shirts (non-uniform), three (3) summer shirts, two (2) turtleneck shirts (non-uniform), two (2) pairs of pants. Safety glasses will be re-issued as required.

(iv) In the fourth and subsequent years of employment, each TPS employee working in the Garage, Stores, Scheduling and Facilities may exchange (on a one-for-one basis) the following uniform items: four (4) shirts, three (3) summer shirts. Garage, Stores, Scheduling and Facilities staff will continue to receive, on an annual basis the following: three (3) t-shirts (non-uniform), two (2) turtleneck shirts (non-uniform), two (2) pairs of pants. Safety glasses will be re- issued as required.

(d) Protective footwear will be replaced as required.

(e) Paramedics are entitled to a belt and multi-function parka every five (5) calendar years, upon request or earlier if such item of clothing does not remain in serviceable condition.

(f) The City will provide laundry and dry cleaning services for all uniformed clothing as described in this Article.

(g) The Union and the City agree that there shall be a subcommittee established to deal with clothing issues for employees in TPS. This subcommittee shall consist of three (3) representatives from the City and three (3) representatives from the Union. TPS shall pay for all hours spent by TPS employees in the subcommittee meetings, up to a maximum of three (3) employees. TPS employees who attend on their scheduled day off shall be compensated at time and one-half (1 ½) for up to four (4) hours. The mandate of this subcommittee is to make recommendations to the TPS Chief/General Manager regarding any proposed changes to the uniform issue. The issue of the dress uniform shall form part of the discussion for this subcommittee.

(h) The foregoing may be amended from time to time through mutual agreement of the parties.

Early and Late Calls

45.05

(a) Early Calls

(i) If a crew member elects to respond to an early call sixty (60) minutes before the start of the shift and replace a prior crew member, then they will be paid at the appropriate rate of overtime pay; the replaced crew member will be paid in full until the end of their regularly scheduled shift.

(ii) If the crew receives a call at the beginning of the shift and has not had adequate time to check the vehicle and supplies, it is understood that they are to respond and to provide the best care possible under the circumstances. If equipment problems are encountered that would jeopardize the safe handling of the patient, a back-up vehicle will be sent.

(b) Late Calls

(i) If the crew receives a call at the end of the shift after equipment has been stowed, it is understood that if equipment problems are encountered that would jeopardize the safe handling of the patient, a back-up vehicle will be sent.

(ii) There will be no assignment of non-emergency calls thirty (30) minutes prior to the end of shift, within the City. Further, TPS will make all reasonable efforts not to assign a non-emergency call

in the last sixty (60) minutes. The Ambulance Division and representatives of Local 416 will meet with the Central Ambulance Communications Centres (CACCs) to address the reduction of the frequency of end-of-shift overtime arising out of calls being assigned by other CACCs.

(iii) All other emergency calls that are received up to the end of the assigned shift and may extend beyond the end-of- shift will be serviced until completion.

(iv) On completion of the call the ambulance will be booked out of service and returned to station; if an ambulance crew that is booked out of service witnesses or comes across an emergency situation they will be obliged to remain on-scene and render aid until relieved by an appropriate transport unit.

(v) Prior to returning to station and being booked out-of-service the crew will be consulted as to whether or not they wish to remain available for response to an emergency call while on-route to the station.

(vi) If it is the decision of the crew not to remain available they will be shown out-of-service and will be directed to return to the ambulance station with the exception of the above paragraph.

Temporary Paramedics

45.06

Notwithstanding the provisions of clause 2.02(b), temporary Paramedics may be hired for a period not to exceed one (1) year. Temporary Paramedics employed beyond one (1) year shall be reviewed in accordance with the Letter of Agreement – Annual Review of Temporary Employees. The first such review will commence immediately following July 20, 2005. Upon completion of the review, if the criteria are met, the employees shall be made permanent, without the requirement for Paramedic Level 1 positions to be posted. All other Paramedic positions shall be posted in accordance with Article 19 of the Collective Agreement. Further, it is understood that as permanent vacancies arise during the year, they shall be immediately filled by temporary employees on a permanent basis, in order of seniority, without the requirement for the Level 1 position to be posted. All other Paramedic positions shall be posted in accordance with Article 19 of the Collective Agreement.

It is agreed and understood that there will be an annual review as per the above in May of every year.

Stress

45.07

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

In cases of a difficult and/or critical call if the Paramedic feels that they are unable to complete the remainder of their shift as a result of the impact of the call, they will be booked out of service and allowed to leave their shift without penalty to their sick bank/IIP hours, lieu bank and/or vacation bank.

If, in the opinion of the Paramedic's own physician and/or supervisor, the Paramedic requires additional time and the Paramedic is scheduled to work the day immediately following the incident, the Paramedic may be excused from duty for up to two (2) consecutive days following the incident without loss of pay or benefits and without penalty to their sick bank/IIP hours, lieu bank and/or vacation bank.

For each stress claim the employer shall complete the appropriate WSIB documentation if the difficult or critical call results in an absence from the workplace beyond the day of the incident, or necessitates heath care intervention.

Wash up/Lock-up Time

45.08

Paramedics shall be afforded a period of ten (10) minutes at the end of each shift for the purpose of washing up at their place of employment.

Paramedics who are working as advanced and/or critical care Paramedics on an advanced care or Critical Care Transport unit shall be afforded a period of ten (10) minutes at the end of each shift for the purpose of lock-up, if they are without relief.

It is understood that wash-up time and lock-up time shall be compensated at the overtime rate when said time falls beyond their regular scheduled shift.

In cases where a Paramedic does not return to station until after the scheduled end of the shift they shall receive ten (10) minutes at the overtime rate for the purpose of wash-up.

In cases where a Paramedic returns to station at least ten (10) minutes before the scheduled end of the shift, the employer has the option of directing the Paramedic to take wash-up time for the last ten (10) minutes of the shift (in which case no overtime is paid) or to remain on duty until the end of the shift (in which case ten

(10) minutes overtime is paid for wash-up). It is understood that in those cases where overtime is paid the Paramedic will remain at work through the overtime period.

In cases where the wash-up period commences less than 10 minutes before the scheduled end of shift, the Paramedic will be paid overtime for that portion of the wash-up period that extends beyond the scheduled end of shift.

Paramedics Moving To Lower Classification

45.09

A Paramedic, who requests to move temporarily to a lower Paramedic classification shall have their wages maintained at the higher rate for a period of up to six (6) months. A Paramedic will not be permitted to move to a lower classification more than twice in a six (6) month period. A Paramedic shall be returned to their former position, when requested by the Paramedic, on or before the conclusion of the six week cycle.

Requests to move temporarily to a lower Paramedic classification will not be unreasonably denied.

In normal circumstances, Paramedics shall only be authorized to move to a lower classification on two occasions in every rolling four (4) year period.

This article is intended as a short-term respite only; it is not intended to facilitate a paramedic moving into a specific station or special team.

Schedules

45.10

(a) The normal work week shall be based on an employee not being required to work in excess of 240 hours during a six (6) week cycle.

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

MEMORANDUM ITEM ONLY
12 HOUR SHIFTS

For the duration of the current Collective Agreement, which expires on December 31, 2028, the City agrees that a normal working shift for full time paramedics shall be defined as comprising of twelve (12) consecutive hours of work.

Court or Coroner's Inquest

45.11

Employees in the classification of Paramedic who are required to appear in Court or at Coroners' Inquests, beyond their normal hours of work, on matters arising out of their employment, shall be paid at the applicable rate of overtime for all hours beyond their normal work day.

When a Paramedic is required to attend Court or Coroner's Inquest, their shift will be changed, if necessary, in order to permit attendance as required. In the event a request to appear in Court or Coroner's Inquest is received on short notice, the Division will make reasonable efforts to contact the Paramedic prior to the shift in order to advise that their shift has been changed in accordance with Article 11.

Paid Duty

45.12

Paramedics who perform "Paid Duty" work shall be compensated in accordance with the Collective Agreement for all such work performed.

Return to Work – Booking Fit

45.13

The following provisions apply with respect to employees when they return to work and book "fit" for duty after being absent due to an illness or injury.

(a) Employees may book "fit" at any time up to and including the commencement of their scheduled shift.

(b) Employees are encouraged to book "fit" for duty at least twelve (12) hours prior to the commencement of their scheduled shift.

(c) Employees who have a permanent station assignment and who book "fit" eight (8) hours or more prior to the commencement of their shift will report to their permanent station.

(d) In the event the employee who has a permanent station assignment does not book "fit" at least eight (8) hours prior to the commencement of his shift, he may be reassigned to a station other than his regular station for the shift in question. Such reassignment will be avoided whenever possible.

Equipment Committee

45.14

The Union and the City agree that there shall be a committee established to deal with equipment issues for employees in ambulance services. This committee shall consist of three (3) representatives from the City and three (3) Union representatives. TPS shall pay for all hours spent by TPS employees in the committee meetings, up to a maximum of three (3) employees. TPS employees who attend on their scheduled days off will be compensated at time and one half (1 ½) for up to four (4) hours. The mandate of this committee is to make recommendations to the General Manager.

Station Postings

45.15

(a) All permanent station vacancies arising shall be posted every six (6) weeks for bidding by seniority unless otherwise agreed upon by the parties. Current station posting information shall be provided by email or alternative communication mechanisms (e.g., telephone, webpage) to Paramedics and the Recording Secretary of Local 416.

Paramedics shall not be precluded from filling any permanent station vacancy of a lower classification that is posted in accordance with this clause. Should this occur, the Paramedic shall be permanently reclassified to the lower classification and the provisions of clause 45.09 shall not apply.

(b) Once per calendar year, TPS and the Union (comprising of two (2) management representatives and two (2) union representatives) shall conduct a joint review of the swing pool and station assignments. Recommendations of the joint review team will be presented to the TPS Chief/General Manager for consideration.

(c) TPS shall pay for all hours spent by TPS employees in the committee meetings, up to a maximum of two (2) employees. TPS employees who attend on their scheduled days off will be compensated at time and one half (1 ½) for up to four (4) hours.

Base Hospital

45.16

(a) TPS agrees to facilitate a meeting between Local 416, TPS and the Provincial Base Hospital Advisory Group, to discuss issues of mutual concern including, but not limited to, the application of the protections afforded under the Collective Agreement to Paramedics in their relationship with their Base Hospital.

(b) The City confirms that it has liability insurance and agrees to maintain such insurance.

(c) Any Paramedic removed from Paramedic duties because of decertification by the Base Hospital, shall be placed in another position until the merits of their decertification are dealt with in a forum that provides due process. If the removal is for just cause, the disciplined Paramedic may grieve under the grievance/arbitration process of the Collective Agreement.

Quarantine

45.17

(a) Time lost by a Paramedic as a result of being quarantined by any official authorized to do so in accordance with the applicable legislation because of a job-related incident shall be treated as a leave of absence with pay for the duration of the quarantine.

Working Quarantine

(b)

(i) All Paramedics who are under quarantine will be paid their regular rate of pay for their regularly scheduled shifts.

(ii) In addition to the compensation provided for in paragraph (i), all Paramedics who work while under a 'Work Quarantine' will be paid a quarantine compensation premium of their regular hourly rate of pay for all hours worked.

Clarity Note: The net effect of the above paragraph (ii) means all Local 416 Paramedics shall receive their regular hourly rate under paragraph (i) and a second regular hourly rate under

paragraph (ii), or double time, while performing their work under the 'Work Quarantine', for their regularly scheduled hours only.

(iii) In addition to the quarantine compensation premium provided for in paragraph (ii) above, all Paramedics who work while under a 'Work Quarantine' will be paid at the rate of time and one-half (1 ½) the regular rate of pay for the overtime hours worked beyond their regularly scheduled shift. (e.g., after 12 hours)

Clarity Note: The net effect of the above paragraph (iii) means that all Local 416 Paramedics that are engaged in end-of-shift overtime while under the 'Work Quarantine' will receive their regular hourly rate referred to in paragraph (ii), plus time and one-half (1 ½ the regular hourly rate. Thereby equaling two and one-half (2 ½) times their regular hourly rate for all end of shift overtime hours worked.

(iv) All Paramedics who work on a scheduled day off, while under a 'Work Quarantine' will be paid time and one half (1 ½) the regular rate of pay, plus an additional quarantine compensation premium of one-half (½) the regular rate of pay, for all hours worked.

Clarity Note: The net effect of the above paragraph (iv) means all Local 416 Paramedics working on their days off while under the 'Work Quarantine' shall be paid double time for all hours worked.

(v) Once the employee agrees to work under a 'Work Quarantine' they will be expected to report for their regularly scheduled shifts for the period the quarantine is in effect. An employee who chooses to be on 'Home Quarantine' and later chooses to work under 'Work Quarantine' must notify the Scheduling Unit eight (8) hours prior to the commencement of their next scheduled shift.

(vi) These terms represent exceptional and unusual circumstances and only apply when a 'Work Quarantine' has been declared by any official authorized to do so in accordance with the applicable legislation.

(vii) Local 416 Paramedics that work or choose to work under the provisions of clause 45.17(b) shall continue to receive all their normal Collective Agreement entitlements in addition to the quarantine premium pay referred to herein, which would include but is not limited to, shift premiums. It is understood that this provision is not intended to provide Paramedics with any further overtime entitlement than is already provided for in paragraphs (iii) and (iv).

Public Safety Unit; TPS Tactical Paramedics; Chemical, Biological, Radiological, Nuclear Response Team; and Heavy Urban Search and Rescue

45.18

Employees within the TPS Division who are members of the Public Safety Unit (PSU), TPS Tactical Paramedics (ETF), Chemical Biological Radiological Nuclear Response Team (CBRN), and the Heavy Urban Search and Rescue Team (HUSAR), Bike and Marine Paramedics shall, in addition to their regular salary, be paid an annual premium, prorated monthly based on the number of months assigned to the team as follows:

Category 1: ETF (Full Time)

$1000.00 annual premium to be pro-rated monthly

Category 2:

CBRNE (Full Time), HUSAR (Call-out), PSU (Callout), Marine (Full Time) – $425.00 annual premium to be pro-rated monthly

Category 3:

CBRNE (Swing), ETF (Swing), Marine (Swing), Bike – $250.00 annual premium to be pro-rated monthly.

These earnings will be pro-rated over a twelve (12) month period commencing November 1, 2009 and every November thereafter and shall be part of the Paramedic's pensionable earnings. This annual premium shall be paid to Paramedics on the teams listed above, on the last pay of December each year, commencing December 2010. Any month during which the Paramedic is assigned, whether full time, callout or swing, to one of the teams listed above, will be counted as contributing to their entitlement for that year.

A Paramedic may apply for and, if eligible, become a member of up to two (2) of the teams identified above, provided however, that only one of the teams is a Full-Time team.

It is understood that this annual premium shall also include training time. Paramedics who belong to more than one (1) of the teams listed above shall receive the annual premiums applicable to two (2) teams.

Paramedics are required, from time to time, to retest and re-qualify for the above mentioned teams.

Car Count

45.19

The employer will ensure that the car count will be maintained at levels required to ensure compliance with all the provisions of the Collective Agreement.

Continuing Education

45.20

(a) Toronto Paramedic Services (TPS) is committed to continuing education for Paramedics on an annual basis. As a result, the City agrees to provide as a minimum, continuing medical education and/or in service training for each Paramedic classification as prescribed below:

(i)	Paramedic Level 1	2 sessions/yr
(ii)	Paramedic Level 2	2 sessions/yr
(iii)	Paramedic Level 3	2 sessions/yr
(iv)	Critical Care Paramedic	3 sessions/yr

When full-time Paramedics are required by TEMS to complete their mandatory Base Hospital Continuing Medical Education off-duty, they shall be compensated at time-and-one-half (1 ½) for the required hours.

(b) Where operational demands lead to the necessity to defer Continuing Paramedic Education, management of TPS will meet with TCEU Local 416 to review the plan for rescheduling the C.M.E. in the future.

(c) On the first pay of each calendar year, the City will credit to each Paramedic's (level 2, 3 and CCTU's) lieu bank, twelve (12) hours lieu time for the purpose of self-directed learning and maintenance of Paramedic certification.

(d) TPS will continue the practice of paying for the Advanced Care Paramedic Examination required by the Ontario Ministry of Health and Long Term Care.

Field Training Officers

45.21

(a) Following a selection process, senior qualified Paramedics will be assigned to the appropriate Field Training Officer (FTO) classification in accordance with the dates outlined in the Temporary Opportunity Posting. The duration of the appointment to the FTO classification shall be for a period of two (2) years, unless otherwise agreed to by the parties in writing.

(b) It is understood, that once a Paramedic has been deemed qualified through the selection process and remains active in the FTO classification, he will be deemed qualified in future postings and will not be required to re-write the applicable exam for four (4) consecutive years from the date they last passed the exam.

Distribution of Overtime

45.22

The parties agree to maintain the current practice with respect to the distribution of overtime hours within TPS. This practice shall remain in place unless otherwise agreed to between the parties. The City and the Union agree to meet within thirty (30) days of ratification to review the distribution of overtime and to mutually develop a process by which Paramedics identify their willingness to work overtime. Once completed, the established process will form part of the Collective Agreement as clause 45.22.

Research

45.23

Toronto Paramedic Services (TPS) is a learning organization. The parties agree that research is an integral component in developing future approaches in emergency medical services.

Participation in pre-hospital care research shall be voluntary in nature except as provided herein:

The parties agree that TPS and TCEU Local 416 will meet to discuss possible research studies. These discussions will include, but are not limited to:

- The basis for participation
- Nature of the initiatives
- Any change to the Paramedic skill set/practice
- The benefit of participation

If it is determined by the parties that there is no change to the duties or responsibilities of the employee then the research study shall become mandatory.

The committee will be comprised of three (3) representatives from TPS and three (3) representatives from TCEU Local 416. TPS shall pay for all hours spent by TPS employees in the committee meetings, up to a maximum of three (3) employees. TPS employees who attend on their scheduled day off shall be compensated at time and one-half (1 ½) for up to four (4) hours.

MEMORANDUM ITEM ONLY
POINT SYSTEM

(i) The Union and the City will meet within six (6) months of July 31, 2009 in an effort to develop a point system that will allow a Toronto EMS Paramedic and employees in the Garage, Stores, Scheduling and Facilities section, on an annual basis, to select the clothing items he/she requires from his/her annual personal point allotment under clause 45.04(c).

(ii) Discussions may include the possibility of a year-to-year carryover of a portion of the Paramedic's annual personal point allotment. In addition, should the parties agree to a uniform point system, those discussions will include adding a dress uniform and outerwear vest to the items available to Paramedics, to be selected with their annual personal point allotment.

(iii) If the parties reach mutual agreement on a point system, a Memorandum of Agreement will be signed and its terms implemented.

LETTER OF AGREEMENT:
EARLY RETIREMENT

The parties acknowledge that the Federal Government amended the Income Tax Act Regulations to include Paramedics as a Public Safety Occupation. The parties further acknowledge that in order to include Paramedics in the OMERS NRA60 Pension Plan, the OMERS Sponsors' Corporation must make amendments to the plan design and text.

The City and the Union agree that the committee established to investigate all aspects of converting Paramedics to the OMERS NRA60 Pension Plan shall continue its work, with the three (3) representatives from the City and three (3) representatives from the Union. Toronto Paramedic Services (TPS) shall pay for all hours spent by TPS employees in the committee meetings, up to a maximum of three (3) employees. TPS employees who attend on their scheduled day off shall be compensated at time and one-half (1 ½) for up to four (4) hours.

The mandate of this committee is as follows, but not limited to:

1. To work with OMERS to review, assess and cost the inclusion of Paramedics in the NRA60 Plan.

2. To make representation to the OMERS Board and Provincial and Municipal governments regarding any changes to legislation or regulation required to allow Paramedics entry into the OMERS NRA60 Plan.

3. Upon receipt of the actuarial valuation requested by the City to determine the cost of future and past Paramedic service of the TPS Paramedics, the parties will conduct a review and make a report to the City and to Local 416.

Upon completion of the report referenced in paragraph 3, the City and Local 416 will meet to discuss all early retirement options available. At the request of either party, the City and Local 416 will, subject to the foregoing, meet to negotiate potential Paramedic enrolment in the OMERS NRA 60 Plan.

LETTER OF AGREEMENT:
MEAL BREAK GUIDELINES

The Union and the City agree that violations of the provisions of the Meal Break Guidelines, referred to in clause 45.02 (v), are both grievable and arbitrable.

LETTER OF AGREEMENT:
NON-EMERGENCY CALLS

Toronto Paramedic Services (TPS) will make every reasonable effort to assign non-emergency calls to Primary Care Transport Unit (PCTU) crews. It is understood that if required, emergency calls will be assigned to Paramedics in the PCTU program.

In the event the Ministry of Health & Long-term Care (MOHLTC) allocates the services of non-emergency transfers to another provider, the City agrees to maintain a minimum of thirty (30) Paramedic positions within the PCTU program.

LETTER OF AGREEMENT:
SENIOR PARAMEDICS

To address the challenges facing an aging workforce, Toronto Paramedic Services (TPS) is committed to continuously reviewing its services and making work opportunities available to Paramedics within current classifications.

Within sixty (60) days of July 31, 2009, the parties agree to establish a joint committee, consisting of three (3) members representing the management and three (3) members representing the Union. The joint committee will review all aspects of the operations and consider less physically demanding work opportunities that can be made available to senior Paramedics.

The joint committee will complete the review and provide its recommendations to the TPS Chief/General Manager and the President, TCEU, Local 416 by June 30, 2010. The recommendations will include how opportunities can be made available to the Paramedics.

LETTER OF AGREEMENT:
SWING SHIFT

Swing staff are those junior Paramedics who are not permanently assigned to a station. The following provisions apply to their working conditions:

1. The City shall assign swing staff to all identified long-term vacancies created by LTD, illness, WSIB, level changes, etc. These assignments will be based on corporate seniority. Long-term shift vacancies shall be those where an employee is absent for more than six (6) consecutive weeks.

2. TPS assigns each of the swing staff to a specific rotation and district based on the employee's indicated preferences, if possible.

3. Daily swing shift assignments are based on operational need and will consider, where possible, the employee's assigned district and identified alternative district(s). Where such preferences are not operationally possible to accommodate, the employee will be assigned to report to one of their preferred districts and then travel to another district.

4. The number of changes for switching day shifts to night shifts for swing staff will not exceed four (4) shifts in a six-week cycle. Shift changes will occur in reverse seniority with the most junior employees being called in first.

5. Swing staff, without a station assignment will have the option of calling Scheduling prior to the commencement of their shift in order to confirm their station assignment.

6.

a. Communication technology equipment will be provided and maintained by the Division.

b. No change in the daily assignment will occur within seventy-five (75) minutes prior to the commencement of their shift. If the employee receives a change of assignment within the above time frame, then the employee shall proceed to the assigned location and be subject to (c) below and (6) below.

c. Where an employee is paged and has insufficient time to travel to and arrive at the new location, the employee shall be treated as in (7) below.

7. In the event that a swing person arrives on time at the assigned location and is subsequently reassigned there shall be no loss of pay, nor shall the reporting to the subsequent location be recorded as late reporting.

8. In the event that the employee chooses to use their personal vehicle on the business of the corporation, he shall be compensated for such usage in accordance with the Collective Agreement.

9. In the event TPS adds another district, employees may be required to select an additional alternative district.

10. This letter shall form part of the Collective Agreement and shall be fully enforceable through the grievance and arbitration procedure.

LETTER OF AGREEMENT:
TRAINING

The parties agree that the Labour Management committee shall discuss during the term of this Agreement issues related to training, including training outside of regularly scheduled work days, for Paramedics in Toronto Paramedic Services (TPS). Issues to be discussed will include the following:

The TPS Operational Service Model

Within sixty (60) days of July 31, 2009 TPS will convene a special meeting of the TPS Labour Management Committee which will include the Chief/ General Manager of TPS, the President of Local 416 and the Paramedic Unit Chair. The purpose of this meeting will be to discuss with Local 416 the implementation plans for the TPS operational service model and the allocation of TPS resources.

Based on the operational service model, the City and the Union will engage in meaningful consultation to develop a forecast of training needs and a training plan to ensure that Paramedics at various skill levels are competent and able to meet the Division's operational service model. Upon the request of either party, further meetings will be scheduled.

Training for Paramedic Level 1s:

In addition, within sixty (60) days of July 31, 2009 TPS will convene a special meeting of the TPS Labour Management Committee which will include the Chief/General Manager of TPS, the President of Local 416 and the Paramedic Unit Chair. The purpose of this meeting will be to engage in meaningful consultation to develop training initiatives for employees in the Paramedic Level 1 classification and the operational role of employees in that classification in the operational service model. Upon the request of either party, further meetings will be scheduled.

Principles:

The parties agree that the purpose of Paramedic training is to provide the best possible care for patients and the residents of the City of Toronto. Seniority will be the guiding factor for employees with the required qualifications for training opportunities and progression through the classification system.

If the City authorizes the employee to train during the employee's regular working hours they shall be compensated at their regular rate of pay. If the City authorizes the employee to train on the employee's day off they shall be compensated at the appropriate overtime rate of pay.

MEMORANDUM ITEM ONLY
MEDICAL MALPRACTICE LIABILITY INSURANCE

The City of Toronto, through its Insurance and Risk Management (IRM) Section, purchases a variety of insurance policies to provide financial protection to the City of Toronto from the unexpected consequences of claims.

For detailed coverage information, please contact the IRM office at 5E City Hall, 416 397-4114.

The City of Toronto makes every effort to either maintain or improve upon (i.e., increase) the coverage and level of Medical Malpractice liability insurance in place as at May 31, 2009, and at each subsequent June 1st annual renewal of the policy.

MEMORANDUM ITEM ONLY
MODIFIED WORK

The parties agree to engage in meaningful consultation regarding placement opportunities for Paramedics requiring modified work.

Issues to be discussed may include: existing and potential accommodation opportunities both within Toronto EMS and other City Divisions; the title to be applied to Paramedics when assigned such opportunities; the requirement to maintain Paramedic certification in certain circumstances; and the process through which a Paramedic would recover Paramedic certification, if necessary, upon return to regular duties.

The parties will explore the feasibility of creating modified work in areas of Community Medicine, First Aid, Community Referral EMS (CREMS), vaccination clinics, public relations/injury prevention, and any other opportunity mutually agreed to by the parties.

LETTER OF AGREEMENT
Meal Break Review.

TPS recognizes its responsibility to provide each Paramedic a meal break of thirty (30) minutes during their shift. The parties acknowledge that the TPS's obligation to provide a meal break exists within the context of an environment which expects Paramedics to be available to respond to emergency calls without delay. Management is responsible for monitoring to ensure meal breaks are being made available in an efficient and equitable manner, and are not routinely missed.

Additionally, and in acknowledgement that meal break payments are now incorporated into the base wage, the parties agree that meal breaks will be a standing agenda item on a quarterly basis at the TPS Labour Management meetings outlined in clause 45.03. The purpose of this is to review data and issues related to meal breaks.

Failing resolution of any issues, the matter may be brought forward as a priority item at the Corporate Labour-Management Meeting, raised with the Chief People Officer, People & Equity, and/or be the subject of a grievance filed in accordance with the Collective Agreement.

LETTER OF AGREEMENT
Average Forty-Two (42) Hour Work Week

The parties agree that during the term of this collective agreement, expiring December 31, 2028, they will meet to explore the implementation of work schedules that average forty-two (42) hours per week. Discussions will include but not be limited to creating new schedules, staffing models, and developing a pilot project. The parties agree to meet in good faith and to have meaningful discussions in this regard.

Article 46 – MODIFIED WORK PROGRAM

Preamble

The City and the Union are committed to facilitating the early and safe return of employees to employment.

The City will make every reasonable effort to provide a meaningful, productive employment environment within which, individuals will maintain their dignity and respect while rehabilitating from their illness, injury or disability.

Objectives

The City will provide a return to work program for any employee, who due to illness or injury is temporarily or permanently unable to perform their regular duties by:

- Protecting the health and safety of its employees through the prevention of accidents, injuries, and illnesses
- Meeting or exceeding legislative and contractual requirements
- Returning the employee to full-time employment
- Returning the employee to modified or alternate employment that is within their capabilities on either a temporary or permanent basis
- Respecting and maintaining confidentiality
- Establishing mutual cooperation between the City of Toronto, the Union and its injured or ill employees
- Providing an employment environment within which individuals can rehabilitate from their illness, injury or disability
- Meaningful to the employee and of value to the organization
- Ensuring that any job modified for the affected employee does not adversely affect any other employee

Authority

- Workplace Safety and Insurance Act
- Ontario Human Rights Code
- Occupational Health and Safety Act
- Municipal Freedom of Information and Protection of Privacy Act
- Collective Agreement, T.C.E.U. LOCAL 416

Scope of the Program

This program applies to any employee who is unable to perform their regular duties because of illness or injury and is deemed suitable for modified work by the treating health professional, long-term disability carrier or the WSIB.

The group defined as health professionals for the purpose of this document is:

physicians/medical specialists, chiropractors, physiotherapists and registered nurses (extended class). (Consistent with WSIB approved group of health professionals).

Definitions

Accommodation

An adaptation or adjustment that is required to enable employees to perform their essential job responsibilities.

Accommodations may include, but are not limited to, the following workplace modifications:

- The work area
- Worker's job task

- Equipment used to perform regular duties
- Schedules
- Work locations

Essential Duties

The duties necessary to achieve the actual job outcome. The job outcome is the overall objective of the job in terms of the production of the final product or provision of service.

The duty is essential if, when you take the duty away,

- the job outcome is not accomplished
- the product or service is affected
- a process before or after is affected

Transitional Work Program

An individualized program that facilitates a gradual transition from disability to the eventual vocational objective. The plan identifies all accommodations necessary with defined timelines.

Temporary Modified Work

Any job, task, function or combination thereof that an employee who suffers a partial disability or diminished capacity, may perform safely, without risk of re-injury or exacerbation of the existing injury, on a temporary basis.

Permanent Modified Work

Consists of modifying the pre-accident job, relocating the employee to a suitable existing position, as soon as it becomes available or modifying the workplace as required. It must be established through a medical program that the employee is permanently disabled and incapable of performing the essential duties of their regular position.

Accommodated Pre-Accident/Illness Job

The pre-accident/illness job that has been modified to enable the injured employee to perform the essential duties of the job.

Comparable Job

A job with the features and at earnings comparable to a worker's employment on the date of the injury.

Suitable Job

Suitable employment is defined as employment consistent with the employee's skills and functional abilities that does not pose a health and safety hazard to the employee or co-worker.

Job Demands Analysis

An objective observation and evaluation of the physical, sensory, behavioural and cognitive demands of a job.

Functional Abilities Evaluation (FAE)

A process of assessing and describing an individual's physical and functional abilities related to their ability to work. FAEs provide information that informs decisions regarding the need for accommodation and the nature of accommodation required.

Corporate Modified Work Committee

1. The Union and the City agree to establish a Corporate Modified Work Committee consisting of three (3) Union representatives, named by the Union, and three (3) management representatives. The committee will meet as necessary to review and oversee the Modified Work Program. The responsibilities of this committee will also include the development of any further guidelines and procedures that may assist the Individual Modified Work Team who are dealing with workers needing accommodation.

2. Time absent from work by the Union members, who are not already on an authorized full-time leave of absence for Union business, of the Corporate Modified Work Committee will be at the City's expense. Where at all possible, the City will schedule Corporate Modified Work Committee meetings during regular working hours.

Where the meeting goes beyond such hours, the member of the committee will be paid at the overtime rate consistent with the overtime provisions of the Collective Agreement and in accordance with clause 3.07.

Individual Modified Work Teams (IMWT)

In order to ensure that:

- all resources are utilized,
- all interests are taken into consideration,
- a successful modified work plan is developed,
- a team approach will be utilized.

The IMWT may consist of any of the following participants, recognizing that the specific individuals needed in each case will vary.

Participants may include:

- Employee
- Health Professional
- Division Representative
- Union Representative
- People & Equity Representative
- WSIB or LTD Representative

Time absent from work for one (1) Union Representative, in addition to the Local 416 full-time Workplace Safety Rehabilitation Representative, to participate in the IMWT meetings will be at the City's expense. Where at all possible, the City will schedule committee meetings during regular working hours. Where the meeting goes beyond such hours, members of the committee will be paid at the overtime rate consistent with the overtime provisions of the Collective Agreement, to a maximum of four (4) hours.

Responsibilities

Employee

- promptly report all accidents and illnesses;
- obtain medical aid immediately and continue recommended rehabilitation as necessary to recover;
- return the completed Return to Work Information (RTWI) form immediately following the initial assessment, where practical, to the Supervisor;
- maintain regular contact with Supervisor and WSIB/Insurance Carrier;
- take an active role and cooperate in the development of the modified work plan;
- participate actively in the recommended rehabilitation program;
- provide the necessary functional/medical information to facilitate modification of jobs or accommodation.

Division Representative

- maintain contact with employee to monitor their suitability to return to work;
- modify the work or workplace, as necessary to accommodate the employee's restrictions;
- provide an on-the-job period of transitional employment for the returning employee, as necessary;
- provide training;
- monitor the employee's performance and progress in relation to the functional abilities or limitations;
- ensure that no tasks are being assigned other than those in accordance with the recommended restrictions on the RTWI form or on other medical information provided;
- relate progress evaluation and concerns regarding the assigned work to the People & Equity Representative, as necessary.

Union Representative

- provide support, encouragement and direction to the disabled employee where appropriate;
- work in co-operation with all members of the IMWT to facilitate a successful return to work as soon as possible;
- may participate in the placement of employees in temporary modified work and will participate upon request of any member of the IMWT;
- review all modified work plans;

- provide employee with information about the Modified Work Program and the Collective Agreement.

People & Equity Representative(s)

- facilitate an early return to work following an injury or illness, where involved;
- obtain confirmation regarding the employee's medical condition, restrictions and progress, where involved;
- coordinate IMWT meetings to discuss the employee's abilities and employment alternatives, where involved;
- maintain regular contact with the employee for evaluation and support during the rehabilitation process, where involved;
- act as liaison between employee, union representative, physician, supervisor and WSIB/Insurance Carrier, where involved.

Conditions of Modified Work Employment

1. Duration

a) Temporary modified work will normally be considered if the medical prognosis indicates that the employee:

- will be disabled from performing their normal duties for a defined period of time (defined by the treating health professional) and will be able to resume normal duties at the completion of the rehabilitation period.

b) Extension of the temporary modified work requires a written recommendation from a health professional and will be reviewed by members of the IMWT including concurrence of the WSIB or LTD representative, where involved.

2. While participating in a temporary modified work program, the employee will:

For the hours worked:

- receive 100% of their regular earnings or the rate of the position whichever is greater for the duration of the temporary modified work program as defined in #1 above and subject to regular reviews (For permanent placements see item 5),

or for hours not worked:

- use available sick credits and entitlements in accordance with the Collective Agreement, or
- receive insurance coverage through WSIB, LTD or a private carrier subject to their regulations.

3. For either temporary or permanent modified work, after exhausting opportunities in the employee's own classification, Division and department, it may be necessary for the employee to accept a change in occupation, Division, department, to provide necessary accommodation subject to the conditions of the Collective Agreement.

NOTE: The parties recognize that the City underwent an administrative restructuring, as of April 15, 2005, that eliminated the previous departmental structure. For the purposes of the Modified Work Program only, it is agreed that the term "Department" will refer to the group of Divisions under each of the Deputy City Managers.

4. The City will pay the cost of medical/functional documents required for participation in modified work programs.

5. Employees who are placed in a permanent alternate position, due to an occupational injury/illness (as defined by the Workplace Safety & Insurance Board), will be subject to the normal assessment period and will receive the wage rate of the position to which they are assigned. If the pre-injury rate of pay is higher than the relocated position rate, then the pre-injury rate is to be maintained. It is understood that the pre-injury rate is subject to all wage increases negotiated.
Employees who are placed in a permanent alternate position, due to a non- occupational injury or illness, will be subject to the normal assessment period and will receive the wage rate of the position to which they are assigned.

6. Training
Where an employee is placed temporarily or permanently in a modified or alternate position, the City will provide the necessary on-the-job training (to a maximum of one (1) year). Such training arrangements and their continuation will be subject to satisfactory progress as monitored by the IMWT.

In addition, for occupational illness or injury the City will comply with all training provisions under the WSIA.

7. Job Demands Analysis (JDA)
To facilitate the matching of employees to suitable positions a JDA will be completed for modified work plans. JDAs for all City positions will be undertaken; the Corporate Modified Work Committee will monitor the progress. The City will provide a copy of the JDAs to the Union.

8. Education/Information and orientation on the program will be provided jointly to all managers, supervisors and employees. The Corporate Modified Work Committee will determine how such information is best communicated as well as how the implementation of the education component is rolled out. Specific information on available rehabilitation services will be provided to all employees who are away from work due to a prolonged illness or injury.

Procedures

Temporary Modified Work

1. In cases where the employee suffers an occupational illness or injury that requires medical treatment, the supervisor will complete an injury report and provide the employee with:

- **a)** The RTWI form outlining the modified work program;
- **b)** A Job Demands Analysis describing the demands of the employee's work responsibilities (where available).

2. The RTWI form should be completed by the treating health professional indicating functional limitations, approximate expected length of disability, and the suitability for modified work. The RTWI form shall be returned to the supervisor immediately, or as soon as practicable.

3. On receipt of the information from the treating health professional or WSIB that the employee is fit for temporary modified duties, a return to work plan may be developed, including:

- **a)** *Job Modification* – the initial step will be to modify the regular job and gradually increase the activity as required. Consideration will also be given to modifying the work schedule if possible.
- **b)** *Transitional Work Program* –
  - **(i)** If the Division is not able to modify the regular job, attempts will be made to reassign the employee to temporary modified work, within the same Division/department. The plan will be developed to gradually return the employee to their regular position;
  - **(ii)** If a reassignment is not possible within the department, then consideration will be given to other departments within the City, preferably within the same bargaining unit.

4. Where the employee has not returned to work, either the City or the Union may request the assistance of the mediation services provided by the Workplace Safety and Insurance Board.

5. Once the modified work assignment has ended, or earlier if the employee is medically certified to perform full duties, they will return to the regular job. An employee who is capable of returning to their regular duties must provide medical authorization from the treating health professional.

6. Where a member of the IMWT determines that there is a need to review the temporary modified work of an employee, the appropriate team members will meet and agree on any changes to the plan.

Permanent Modified Work

1. On receipt of information from the treating health professional, WSIB or the LTD carrier that the employee requires permanent modified work, members of the IMWT will be involved in the placement process.

2. Members of the IMWT will evaluate the available accommodation options based on the following steps:

- **a)** *Accommodate Pre-accident/illness job* – consider whether the job can be permanently modified to accommodate the employee and allow them to perform the essential duties of the job.
- **b)** *Comparable Job in the Division/Department* – consider alternative comparable jobs in which the employee is capable of performing the essential duties, with or without accommodation (see definition of Comparable Job).
- **c)** *Comparable Job outside the Division/Department but within the Local 416 Bargaining Unit* – consider comparable jobs in different departments but still within the Local 416 bargaining unit.
- **d)** *Suitable Job in the Pre-accident/illness Division/Department within the Local 416 Bargaining Unit.*

e) *Suitable Job outside the Division/Department, but within the Local 416 Bargaining Unit.*

f) *Comparable Job outside the Local 416 Bargaining Unit* – Local 416 employees being accommodated in a permanent placement in CUPE Local 79, as a result of a workplace injury/illness, will have their seniority recognized by the City in accordance with the Tri-Partite Memorandum of Agreement between TCEU Local 416, CUPE Local 79 and the City of Toronto, dated April 23, 2009, regarding Carriage of Seniority, as appended (Schedule 1).

g) *Suitable Job outside the Local 416 Bargaining Unit* – Local 416 employees being accommodated in a permanent placement in CUPE Local 79, as a result of a workplace injury/illness, will have their seniority recognized by the City in accordance with the Tri-Partite Memorandum of Agreement between TCEU Local 416, CUPE Local 79 and the City of Toronto, dated April 23, 2009, regarding Carriage of Seniority, as appended (Schedule 1).

3. In order for the injured employee to be considered for the job they must be willing to participate in the necessary on-the-job training and will adhere to the provisions of the appropriate Collective Agreement.

4. During the first six (6) months of the permanent placement there will be regular follow-up with designated IMWT members to monitor the employee's ability to function in the job.

5. Employees who are placed in a permanent alternate position, due to an occupational injury/illness (as defined by the Workplace Safety & Insurance Board), will be subject to the normal assessment period and will receive the wage rate of the position to which they are assigned. If the pre-injury rate of pay is higher than the relocated position rate, then the pre-injury rate is to be maintained. It is understood that the pre-injury rate is subject to all wage increases negotiated.
Employees who are placed in a permanent alternate position, due to a non- occupational injury or illness, will be subject to the normal assessment period and will receive the wage rate of the position to which they are assigned.

6. The Union will be provided with the list of vacancies on a regular basis.

Future Legislation

In the event that future legislation is passed that is superior to this agreement the parties agree to review the Modified Work Program, consistent with the new legislation.

Article 47 – CONTINUOUS LEARNING, TRAINING AND APPRENTICESHIPS

LETTER OF AGREEMENT:
COMPUTER TRAINING

The City and the Union have indicated their mutual interest in advancing continuous learning for employees through education and training and other learning methods. The City has indicated a need to have a more effective way of communicating information that arises from City Policies, Health and Safety, and from the terms of the Collective Agreement and City benefits programs.

The City will develop a strategy to introduce computer training for employees who are not computer proficient and also for the provision of access to computers, where feasible.

The City will develop training initiatives for interested employees with the aim of providing employees with basic skills in computer keyboarding and usage, e-mail and how to search for information such as career opportunities at the City and seniority lists on the intra/internet. The City is committed to improving employees' access to computers.

The City will meet with the Union to discuss the details of the strategy and implementation.

The following factors will be reviewed by the parties:

1. The Divisions, and the locations in those Divisions, where employees have access to computers;

2. Confirmation the employees, referred to in paragraph 1 above, are provided with the opportunity to access information, such as job postings, seniority lists, Collective Agreement, City policies (including Health and Safety policies), employee benefits programs; and

3. The confirmation that the employees in paragraph 1 above are reasonably computer proficient.

If it is determined that all three (3) factors above are confirmed, then for the remainder of the Collective Agreement, a paper copy of job call notices (Article 19), seniority lists (Article 27) and City policies shall not be required at the work location.

In the event that there are concerns with respect to the three (3) factors identified above, the parties will meet in order to discuss those concerns. In the event that the parties cannot resolve any issues that may arise, the City or the Union may serve written notice to the other that it wishes to revert to the language of the Collective Agreement for a particular work location. In the event that such notice is served, the applicable language of the Collective Agreement will apply not later than one (1) month after the notice is provided to the other party.

Notwithstanding the above, the parties agree that they will earnestly attempt to resolve any concerns that may arise before either party provides such notice. Additional meetings may be scheduled, as appropriate, to discuss matters related to this Letter of Agreement at the request of either party.

The parties agree, at least two (2) months prior to the conclusion of the Collective Agreement effective July 31, 2009, to review the Letter of Agreement's progress and to discuss renewal of the Letter of Agreement.

LETTER OF AGREEMENT:
CONTINUED TRAINING FOR EXISTING PLANT TECHNICIANS
AND DEVELOPMENTAL PLANT TECHNICIANS – TORONTO WATER

(EMPLOYED AS OF JULY 31, 2009)

The City shall continue to provide training as identified in the applicable legislation, including Operator in Charge (OIC) experience to all employees in the position of Plant Technician and Developmental Plant Technician as of July 31, 2009. In addition, the City will make reasonable efforts to support and facilitate other training, to obtain Continuing Education Units (CEU), plus support employees pursuing their Ministry of the Environment, Conservation and Parks (MECP) licence with any costs for any training and/or tests that are required, as pre-approved by the City.

Within 90 days of July 31, 2009, the parties agree to jointly review and confirm all CEUs, and OIC hours as recorded in existing records held by Toronto Water for Plant Technicians and Developmental Plant Technicians within the Wastewater Treatment facilities.

This commitment to training shall remain in effect for the duration of the Collective Agreement effective July 31, 2009.

Rates of pay for Developmental Plant Technicians in Wastewater Treatment will continue to correspond with applicable MECP Wastewater Treatment licence levels OIT/Class 1, Class 2, Class 3 as set out in Schedule "A":

- OIT/Class 1 MECP Wastewater Treatment Licence – DPT 3
- Class 2 MECP Wastewater Treatment Licence – DPT 2
- Class 3 MECP Wastewater Treatment Licence – DPT 1

Employees in the classification of Developmental Plant Technician working in Wastewater Treatment hired before July 31, 2009, shall progress to the next licence sub-group once they have provided proof that they have passed the required examination for that level and that they have acquired the requisite number of hours of experience and are able to obtain a valid licence issued by the MECP.

This Letter of Agreement shall not limit the ability of the City to exercise its management rights under the provisions of the Collective Agreement. This Letter of Agreement shall not limit the Union's right to grieve any exercise of management rights by the City that is inconsistent with the City's obligations pursuant to the Collective Agreement.

Legislative Changes

Prior to the implementation of any legislative changes, the City and the Union agree to consult with each other with the aim of developing a plan of action to deal effectively with the impact of such legislation.

LETTER OF AGREEMENT:
COMPULSORY CERTIFICATION OF TRADES

In the event the qualifications or job profile of any classifications listed in Schedule "A" are amended by reason of compulsory certification, City representatives will meet with the Union to discuss the implications of any change and the impact, if any, on the City's operations and on existing employees, including any training requirements associated with the change.

MEMORANDUM OF AGREEMENT
FLEET APPRENTICESHIP PROGRAM

The parties agree to incorporate the August 2023 Memorandum into the current Collective Agreement. Information on the Program is available on the intranet home page of Fleet Services.

LETTER OF AGREEMENT:
JOINT COMMITTEE FOR CONTINUOUS LEARNING ("JOINT COMMITTEE")

Preamble

The City and the Union have indicated their mutual interest in advancing continuous learning for employees through education and training.

The parties agree that employee learning and development programs have positive effects on quality of work, productivity and morale. Investing in employee learning and development is an essential part of maintaining a high performing workforce and a valuable tool in succession planning.

A learning culture ensures that employees have the skills and knowledge to excel in their current jobs and supports employee development. Employees' active participation in learning is integral to successful succession planning and career advancement.

The City and the Union agree as follows:

1. Learning and development is one of the key means for attracting and retaining a highly skilled, high performing and diverse workforce. Learning and development are also critical tools for succession planning.
2. Accordingly, the parties have agreed to establish a Joint Committee to meet, discuss and make recommendations that will lead to the development and implementation of career development plans, programs, initiatives and apprenticeships.
3. The Joint Committee shall comprise no more than three (3) representatives from the Union and no more than three (3) representatives from the City.
4. Each union representative on this Joint Committee shall suffer no loss of pay, benefits or service and seniority during an employee's regular working hours for time spent on the Joint Committee.
5. The Joint Committee shall meet at the request of either party.
6. This agreement reflects the parties' intent and it is recognized and understood that the ability to accomplish these goals requires a long-term strategy.

The Joint Committee shall resolve any differences that may arise regarding this Letter of Agreement. However, where either party believes that the other is not working in concert with the goals of this Letter of Agreement, they may bring the issue as a priority item to the next Corporate Labour-Management Meeting. Failing resolution, the issue can be raised with the Chief People Officer, People & Equity and the President of Local 416.

Duties of the Joint Committee

The duties of the Joint Committee shall include, but not be limited to:

1. Identifying and reviewing training needs and challenges, career development initiatives and apprenticeship programs in response to operational requirements. For example, Essential Workplace Skills, such as literacy training, English as a Second Language (ESL), Ontario High School Equivalency Certificate; Orientation program; Career Awareness and Development Initiative.
2. In the event that a Division wishes to introduce new division-specific programs (e.g., the introduction of an apprenticeship/career path program), related to continuous learning, the Division will meet with the assigned Unit Chair or designate to discuss the development and content of the proposed program. In such a circumstance, a Training Committee may be established that will be comprised of no more than two (2) representatives, inclusive of the Unit Chair or designate, from the Union and no more than two (2) representatives from the City. Additional members may be added to the Training Committee by mutual agreement of the parties. Both parties agree to appoint members that have some knowledge of design and delivery of training programs and/or members who have expertise in the discipline for which the training program is being developed.

   If such a Training Committee is established, the Local 416 representatives on such Committee will be consulted with respect to input into the development of such a program. Input may include providing advice and recommendations on the program structure and implementation process, as well as on possible improvements to the program as may be necessary.

   Union representatives on this Training Committee shall suffer no loss of pay, benefits or service and seniority for time spent on the Training Committee during such employee's regular working hours.

   The Joint Committee will be advised of such programs and where requested by the Division, make recommendations, liaise and provide assistance to the Division Head responsible for the program.
3. Participating in the review and evaluation of programs and making recommendations to the appropriate Division Head responsible for the apprenticeship program or, in the case of City-wide programs, the Chief People Officer, People & Equity.
4. Identifying the availability of and access to such programs as preparation for job calls, resume writing and preparation for interviews for employees.

5. Identifying and making recommendations on any systemic barriers to accessing training programs.
6. Liaising with colleges, boards of education, training institutes, appropriate provincial and/or federal bodies, etc., regarding the development of training programs or the administration of a particular program.
7. Evaluating the City policy regarding tuition reimbursement for employees and making recommendations for change where applicable to the appropriate Division Head.
8. In the event there is a need for third party involvement and an external provider is to be selected through the City's Request For Proposal (RFP) process, members of the Joint Committee may provide input on the RFP requirements to the Director, Organization Development and Learning.
9. Exploring available funding through various governmental agencies and ministries with a view to developing joint submissions for such funding where the Joint Committee deems such submissions to be appropriate.
10. Discussing efficient and effective resource allocation for learning and training programs and initiatives.

Technological Change, Organizational Change and Restructuring

Without limiting the parties' rights under Article 28 and 29, prior to a Division undertaking a significant restructuring or significant technological change that will impact the skills required by employees, the Joint Committee will be notified as soon as possible, given the circumstances and shall have the opportunity to provide input to the Division regarding possible education and/or training requirements to assist employees in acquiring these new skills.

LETTER OF AGREEMENT:
JOINT TRAINING

The City and the Union agree to meet within ninety (90) days of July 31, 2009 to commence joint union/management training on issues of common interest where identified. This joint training may include health and safety issues, collective agreement interpretation, grievance handling, conflict resolution, etc.

LETTER OF AGREEMENT:
ON-THE-JOB TRAINING OPPORTUNITIES

- ARBORIST 3
- WATER MAINTENANCE WORKER 2
- ELECTRICAL INSTRUMENTATION CONTROL TECHNICIAN; AND
- FIELD INVESTIGATOR ROADS

The City and the Union have indicated their mutual interest in advancing continuous learning for employees through on-the-job training opportunities where practicable. The City is committed to developing a strategy to determine job training opportunities for employees in various positions where there is a current or anticipated, unmet operational need for qualified employees and to provide the City with succession planning.

The City will meet with the Union to discuss the details of the strategy and review possible positions which may lend themselves to such an endeavour.

The applicable Division/Section/Branch/Service Area, as the case may be, is prepared to explore the possibility of new division-specific programs for the above classifications related to continuous learning. To that end, the Division/Section/Branch/Service Area agrees to convene a meeting within one-hundred and twenty (120) days of July 31, 2009 with the appropriate Unit Chair or designate, to discuss the possibility of developing program(s) for the classifications listed above.

In circumstances where the development of such a program is determined to be feasible or requires further consideration or review, subsequent to the above-noted meeting, a Training Committee may be established that will be comprised of no more than two (2) representatives, inclusive of the Unit Chair or designate, from the Union and no more than two (2) representatives from the City. Additional members may be added to the Training Committee by mutual agreement of the parties. Both parties agree to appoint members that have some knowledge of design and delivery of training programs and/or members who have expertise in the discipline for which the training program is being developed.

If such a Training Committee is established, the Local 416 representatives on such Committee will be consulted with respect to input into the development of such a program. Input may include advice and recommendations on the program structure and implementation process, as well as on possible improvements to the program as may be necessary.

Union representatives on this Training Committee, shall suffer no loss of pay, benefits or service and seniority for time spent on the Training Committee during such employee's regular working hours.

Such discussions, necessary to reasonably ensure success, may include for consideration, training, educational components, as well as attendance at school and on-the-job training opportunities.

Nothing in these programs shall restrict the City from providing additional training to current employees.

The Joint Committee for Continuous Learning will be advised of such programs and will make recommendations, liaise and provide assistance to the Division/Section/ Branch/Service Area responsible for these programs on an as needed basis.

This Letter of Agreement is without prejudice or precedent to the position of either party. This Letter of Agreement shall not be relied upon by either party in any subsequent negotiations regarding the development of any further training or apprenticeship program.

LETTER OF AGREEMENT
PLANT TECHNICIANS WASTEWATER – ON-THE-JOB TRAINING PROGRAM ("TRAINING PROGRAM")

Toronto Water – Wastewater Treatment

Toronto Water, Wastewater Treatment Plant section wishes to address succession planning for the Plant Technician position. A new Job Profile has been created for the Plant Technician positions in Wastewater Treatment (Plant Technician Wastewater) and will be effective on July 31, 2009, and will be used for the recruitment of new Plant Technicians for the Wastewater Treatment Plants. Existing permanent Plant Technicians and Developmental Plant Technicians employed in the Wastewater Treatment Plants as of July 31, 2009, will continue to be governed by their respective Job Profile in effect prior to that date.

This Letter of Agreement shall not limit the ability of the City to exercise its management rights under the provisions of the Collective Agreement. This Letter of Agreement shall not limit the Union's right to grieve any exercise of management rights by the City that is inconsistent with the City's obligations pursuant to the Collective Agreement.

Joint Committee for Continuous Learning

The Joint Committee for Continuous Learning ("the Joint Committee") will be advised of this training program and shall be available as a resource to the Division on an as needed basis throughout the implementation of this training program in accordance with the Article 47 – Letter of Agreement – Joint Committee for Continuous Learning.

The Framework for the On-the-Job Training Program

The following is a framework for the development of this five (5) year On-the-Job Training Program to develop new fully licensed Plant Technicians Wastewater.

A Training Committee shall be established that will be comprised of no more than three (3) representatives from the Union and no more than three (3) representatives from the City. Both parties agree to appoint members to this Training Committee that have some knowledge of design and delivery of training programs and/or members who have obtained an MECP Class 4 licence by written exam.

Development of the training program will be in consultation with Local 416 representatives on the Training Committee. The Union will participate in the development of the program by providing advice and recommendations on the program structure and implementation process, as well as provide input on possible improvements to the training program.

Each union representative on this Training Committee shall suffer no loss of pay, benefits or service and seniority during an employee's regular working hours for time spent on the Training Committee.

Only employees hired after July 31, 2009, will be required to complete each stage of this training program. Nothing shall restrict Plant Technicians or Developmental Plant Technicians in Wastewater Treatment hired prior to July 31, 2009 from accessing the training opportunities through this training program which may provide assistance to achieve a licence, or if the employee requests, to be cross trained in the different processes. For clarity, if Plant Technicians or Developmental Plant Technicians hired prior to July 31, 2009 access any training opportunities, such employees will not be considered participants in this training program for the purposes outlined below.

Employees in this training program shall receive the rates of pay applicable to the training rates of pay for the Plant Technician Wastewater classification based upon an employee successfully obtaining and submitting their Ministry of the Environment, Conservation and Parks (MECP) Wastewater Treatment licence by written exam at levels OIT/Class 1, Class 2, Class 3 as set out in Schedule "A" of the Collective Agreement.

- OIT/Class 1 MECP Wastewater Treatment Licence – Training Rate 1
- Class 2 MECP Wastewater Treatment Licence – Training Rate 2

- Class 3 MECP Wastewater Treatment Licence – Training Rate 3

A successful applicant who enters the training program and already possesses a written current MECP Wastewater Treatment licence at any level less than a Class 4, shall be paid in accordance with that licence level as set out in Schedule “A” of the Collective Agreement.

Employees in this training program shall not be subject to any of the bumping or work selection processes provided for in the Collective Agreement.

Employees Entering the On-the-Job Training Program

The Parties agree that in order to be qualified for the Plant Technician Wastewater classification or to enter this training program, an applicant must meet the applicable key qualifications as outlined in the Job Profile.

Plant Technician Wastewater positions will be posted both internally and externally at the same time, with the understanding that Local 416 internal applicants that are fully qualified for the position in accordance with Article 19, including an MECP Class 4 Wastewater Treatment licence obtained by written exam, shall have first consideration for the position.

If vacancies still exist, internal Local 416 applicants that meet the key screening qualifications for the training program shall be considered next. Assessments for the training program shall be in order of seniority and will be conducted to determine whether applicants have the prerequisite skills and abilities to enable them to be successful in the training program.

If vacancies still exist, qualified external applicants shall be considered for the position and the training program.

If, following assessment, a successful applicant is hired into the position and possesses a valid MECP Class 4 Wastewater Treatment Operator’s Licence (obtained by written exam) issued under Ontario Regulation 129/04 (as amended), they will not be placed into this training program, however, they will be provided with an extended Orientation period that will ensure they are provided with the exposure to the Wastewater processes and other training as outlined below.

If, following assessment, a successful applicant is hired into the position and possesses a two (2) year diploma/degree/certificate from a recognized college or university in environmental science, biology, chemistry, or equivalent alternate program that is fully recognized by the MECP and they are able to obtain a Class 4 Wastewater Treatment Operator’s Licence issued under Ontario Regulation 129/04 (as amended) under this training program within the prescribed timeframes, then they shall be placed into this training program.

The City agrees that any Job Call posted for the Plant Technician Wastewater will reference this On-the-Job training program and the qualifications required to be considered for it.

The City and the Union agree that, until such time as an employee in this training program, hired after July 31, 2009, has secured an MECP Wastewater Treatment Class 4 Licence, they will, if not employed by the City in another permanent position at the time that they entered the training program, be a temporary employee. The employee shall be considered to be employed as part of a special undertaking.

Orientation shall be provided to employees within the first ninety (90) days of commencing the training program and shall include but not be limited to:

- Basic Health and Safety Training required for the Plant Technician Wastewater position.
- Familiarization with the Plant and its employees.
- Exposure to shifts (as an extra person) and the different processes within the Wastewater Treatment Plants.
- Prior to writing the Class 1 exam – one week of preparation training and mock exams shall be provided.

Toronto Water will appoint an overall Program Lead who will be responsible for tracking the progress of the Plant Technicians Wastewater, within the training program and to be available to discuss individual progress and training needs. In addition, Toronto Water shall designate a person(s) (i.e. Technical Trainer or Team Coordinator) who will be responsible to oversee and guide the individual training of each employee in the training program. The responsibility of the designated person shall include ongoing consultation and follow-up to ensure that employees are progressing through the training program. The designated person shall file a report to this effect on a quarterly basis to the Local 416 Recording Secretary, Program Lead, Plant Manager and the Director Wastewater Treatment. An employee in this training program may contact the Program Lead, the designated person, the Plant Manager or a Local 416 representative on the Training Committee at any time, to discuss any difficulties they may be experiencing. Toronto Water shall address these problems as appropriate.

5 Year Licence Level Progression

Plant Technicians Wastewater in this training program shall progress through the licence levels on the following basis:

- MECP Wastewater Treatment Licence Class 1
  required to write and pass the written exam within 90 days of entering the training program.
- MECP Wastewater Treatment Licence Class 2
  required to write and pass the written exam within 1 year of obtaining Class 1.
- MECP Wastewater Treatment Licence Class 3
  required to write and pass the written exam within 3 years of obtaining Class 1.
- MECP Wastewater Treatment Licence Class 4
  required to write and pass the written exam within 4 years of obtaining Class 1.

The parties further agree that any employee who provides proof that they have obtained the next licence level will progress to the next level and will be compensated retroactively to the date on which the relevant licence was issued by the MECP to a maximum of sixty (60) days from the date on which the valid certificate or documentation was provided to the appropriate Supervisor.

The City and the Union agree that employees who enter the Plant Technician Wastewater training program will progress through the steps above, or they shall be removed from the training program. If an employee fails to meet the required progression of the training program as a result of occurrences beyond the employee's control, prior to removing them from the training program, the City shall meet with the employee and a Local 416 representative on the Training Committee to discuss possible extensions to allow them to continue in the training program.

If, at any time, an employee fails to obtain the next licence level in accordance with the above schedule, for the sole reason that they were unable to write the exam(s) within the prescribed period, the schedule may be extended in order to permit the employee the opportunity to write and pass the written exam at the next scheduled opportunity. In no circumstances will the five year schedule be extended beyond a sixth year to allow the employee time to write and pass the exam(s), unless this employee is or was on an approved leave of absence such as Pregnancy/Parental leave.

Success and Completion of the Training Program

Once an employee has successfully completed this training program, they shall be confirmed in the position of Plant Technician Wastewater on a permanent basis.

Non Success in the Training Program

Should a permanent or temporary employee who entered the training program after July 31, 2009 be unsuccessful in complying with the schedule by the deadlines set out above, subject to the permissible extension, they will be removed from the training program.

Should a permanent employee be removed from or elect to withdraw from the training program, they will, unless Article 5 or clause 19.07 is applicable, be subject to Article 28 of the Collective Agreement, save and except clauses 28.01, 28.10 and 28.11, of the Collective Agreement. The rate applicable to their former base classification, including any negotiated increases to that classification, shall be applied for the purpose of selecting a vacancy or displacing a junior employee at the same or lower rate of pay. In exercising their rights under Article 28 and 29, the employee shall not be considered qualified to be a Plant Technician Wastewater, Plant Technician or a Developmental Plant Technician.

Should a temporary employee, which would include an employee who was not in the bargaining unit prior to entering the training program, who joined the training program after July 31, 2009, be removed from or elect to withdraw from the training program, they will, unless Article 5 or clause 19.07 is applicable, be subject to clause 28.16 of the Collective Agreement. In exercising their rights under clause 28.16, the employee shall not be considered qualified to be a Plant Technician Wastewater, Plant Technician or a Developmental Plant Technician.

Educational Assistance

Upon request, the City shall provide employees who are preparing to write any of the above exams with the following assistance:

Study Sessions

- One-on-One Training with a Technical Trainer
- Taking Mock Exams
- Enrolling in a correspondence course from California State or equivalent

- The City will support and facilitate other training, to obtain Continuing Education Units (CEU)
- Any study material and sample exams
- Any other new initiatives put in place to support employees in writing their exam(s)

Training

Employees in this training program shall be provided training in and rotate through each process area in any of the Wastewater Treatment Plants including but not limited to:

Processes:

- Primary
- Digestion
- Secondary
- Dewatering
- Disinfection
- Bio Solids

Employees in this training program shall be provided training in, but not be limited to the following:

- Health and Safety Training required for the Plant Technician Wastewater position
- Sampling Techniques
- Wastewater Quality Testing
- POMS, EOPs, PCS, WMS, SCADA, LIMS and any other related computer programs
- Record Keeping
- Logbook Entry
- SCBA, PPE Training, Confined Space Entry
- Lockout/Tag Out Procedure
- WHMIS
- MECP Regulations and Requirements
- Wastewater Policies, Procedures and Practices

During the rotation through the process areas as listed above, the employee will be provided On-the-Job Operator in Charge training. Time spent in each of these items/rotations shall be based on the training needs of the employee and operational requirements.

The City shall be responsible for maintaining all training records, Continuing Education Units (CEU), and Operator In Charge (OIC) credits for all Plant Technicians Wastewater and provide this information to the Union upon request. The City shall provide to all Plant Technicians Wastewater, OIC credits at the rate of 100% of hours worked, upon obtaining their MECP Class 1 Wastewater Licence subject to any legislative changes.

The City agrees to pay any costs for training and/or tests that are pre-approved by the City.

Legislative Changes

Prior to the implementation of any legislative changes, the City and the Union agree to consult with each other with the aim of developing a plan of action to deal effectively with the impact of such legislation.

Notice Requirement to End Training Program

The City may provide six (6) months' written notice to the Union that this training program will come to an end. However, any Plant Technician Wastewater hired after July 31, 2009, and in this training program will have the opportunity to complete the training program.

This Letter of Agreement is without prejudice or precedent to the position of either party. This Letter of Agreement shall not be relied upon by either party in any subsequent negotiations regarding the development of any further training or apprenticeship program.

LETTER OF AGREEMENT
INDUSTRIAL MILLWRIGHT APPRENTICESHIP PROGRAM

The City and the Union (the "parties") recognize the value of a highly skilled workforce and agree to the development and implementation of a four (4) year Industrial Millwright Apprenticeship Program (the "Program") at the City of Toronto in order to meet succession planning needs of the City.

The Program will provide graduates of a university or college Industrial Millwright program an opportunity to obtain the necessary 7,280 hours (approximately four (4) years) of on-the-job training and work experience as required by the Ministry of Labour, Training and Skills Development in order to obtain their Certificate of Apprenticeship as an Industrial Millwright.

The City and Apprentices shall comply with the terms and conditions of the Modernizing the Skilled Trades and Apprenticeship Act, 2019, including compliance with any applicable provisions under the Occupational Health & Safety Act, the Workplace Safety and Insurance Act 1997, the Employment Standards Act, 2000 and all other applicable legislation, as amended.

Qualifications, Apprenticeship Posting, Assessments

Industrial Millwright Apprenticeships will be posted in accordance with the Collective Agreement. Both parties agree that in order to be qualified to participate in the Program, an applicant must meet the applicable key qualifications as outlined in the Apprenticeship posting including the completion of all required hours of in-school training to qualify for the Program. Such candidates must be working towards obtaining their Certificate of Qualification as required by the Ministry of Labour, Training and Skills Development.

Assessments will be conducted to determine whether applicants have the pre-requisite skills and abilities to be considered for the Program.

Wage Rates for Apprentices

Apprentices in the Program shall receive the rates of pay applicable to the training rates of pay for the Industrial Millwright Apprentice job classification TW0180, by progressing through the pay increment levels below based on completion of one year of aggregate hours (2,080 hours) actually worked for progression to the next step or as required by applicable legislation.

- Industrial Millwright Apprentice – Step 1 $23.19
- Industrial Millwright Apprentice – Step 2 $27.04
- Industrial Millwright Apprentice – Step 3 $30.91
- Industrial Millwright Apprentice – Step 4 $34.78

Status

Apprentices who are not permanent employees will be identified as temporary employees on a special undertaking until they complete the Program.

Training

During the term of the Program, the City shall provide the Apprentice with the necessary instruction and practical training as outlined in the applicable training standard as necessary to qualify for a Certificate of Apprenticeship.

Program Completion

Once an Apprentice has successfully completed 7,280 hours (approximately four (4) years) of on-the-job training and work experience required to obtain a Certificate of Apprenticeship, the Apprentice will be deemed to have completed the Program and will remain at Step 4 of the Program for a maximum period of twelve (12) months, or until such time as they receive their Millwright licence by writing and passing the provincial exam. Failure to obtain the Millwright licence within the above set term will result in the Apprentice being subject to Article 28.

Following the successful proof of attaining a Millwright licence, the Apprentice will be deemed qualified as an Industrial Millwright in the Toronto Water Division and be able to bid for a permanent Millwright vacancy in accordance with the job posting provisions under the Collective Agreement.

If an Apprentice in the Program fails to demonstrate the required skills or competencies to be developed as set out in the training standard for the Industrial Millwright Apprenticeship during the four (4) year time frame, the Apprentice will be removed from the Program.

Should a permanent employee be removed from or elect to withdraw from the Program, they will, unless Article 5 or clause 19.07 is applicable, be subject to Article 28 of the Collective Agreement, save and except

clauses 28.01, 28.10 and 28.11. In exercising their rights under Article 28, the employee shall not be considered qualified to be an Industrial Millwright.

Should a temporary employee be removed from or elect to withdraw from the Program, they will, unless Article 5 or clause 19.07 is applicable, be subject to clause 28.16 of the Collective Agreement. In exercising their rights under clause 28.16, the employee shall not be considered qualified to be an Industrial Millwright.

Industrial Millwright Advisor

The Industrial Millwright Apprentice is a journeyperson candidate pursuant to Ontario Reg. 321/12 of the Ontario College of Trades and Apprenticeship Act, 2009 and will be provided with a City-appointed Industrial Millwright Advisor at a ratio prescribed by the trade and the Ministry of Labour, Training and Skills Development. The Industrial Millwright Advisor will be selected based on the senior qualified process and will be assessed for the purpose of determining qualifications and ability to perform duties of an Industrial Millwright. The Industrial Millwright Advisor will ensure the learning requirements for the Apprenticeship are met. In addition, the Industrial Millwright Advisor must maintain a satisfactory work record while providing training to the Apprentices.

Program Lead

A Program Lead will be appointed by the City who will be responsible for tracking the progress of the Industrial Millwright Apprentices in this Program. The Program will follow the trade's Apprenticeship training standard as defined by the applicable provincial legislation. The responsibility of the designated Program Lead shall include ongoing consultation and follow-up to ensure that Apprentices are progressing through the Program.

Notice Requirement to End the Program

Either party can terminate the process established under this Letter of Agreement with six (6) months' advance notice; however, any current Apprentices will have an opportunity to complete the Apprenticeship. Before any such notice is given, the parties must engage in meaningful dialogue regarding any issues or concerns. This Letter of Agreement shall not be relied upon by either party in any subsequent negotiations regarding the development of any further training or apprenticeship program.

This Letter of Agreement shall not limit the ability of the City to exercise its management rights under the provisions of the Collective Agreement. This Letter of Agreement shall not limit the Union's right to grieve any exercise of management rights by the City that is inconsistent with the City's obligations pursuant to the Collective Agreement.

This Agreement is without prejudice or precedent to any other agreement between the parties with respect to any other apprenticeship or training program.

LETTER OF AGREEMENT
PROFESSIONAL AND/OR LICENCE FEES

The City shall continue to pay for professional and/or licence and/or fees for employees where it is currently the practice to do so. In addition, the parties agree to meet within ninety (90) days of ratification. A Joint Committee will be comprised of three (3) members from the City and three (3) members from the Union to review such practices and to develop a consistent procedure for positions within the bargaining unit. Time spent during an employee's regular working hours on the Committee shall be without loss of pay, benefits, seniority or service.

Article 48 – LETTERS OF AGREEMENT

48.01

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

The parties agree that all Letters of Intent agreed to by the parties (both previously and during the collective bargaining process) shall be deemed to be Letters of Agreement.

48.02

Unless otherwise specified, all Memorandum Items contained within the Collective Agreement shall be enforceable through the grievance and arbitration procedure and will automatically expire at the end of the term of the Collective Agreement or any extension by law. All other agreements outside the Collective Agreement will continue in accordance with their specific terms.

LETTER OF AGREEMENT
AMALGAMATION OF CLASSIFICATIONS

1. The parties agree that with the introduction of new techniques and technologies it is important that advance planning be made to anticipate skills, needs, and training for job classifications affected.
2. Accordingly, when the employer proposes to merge classifications the City shall notify the Union six (6) months in advance, and consult with the Union with respect to the implementation of such merger.

LETTER OF AGREEMENT
EMPLOYEE ASSISTANCE PROGRAMS

The following elements represent the basis for the counselling services for City of Toronto Local 416 members.

1. Joint Advisory Committee

The committee will be made up of three (3) union representatives, three (3) representatives of management and one (1) representative from the external provider(s), who shall play an advisory role only.

The committee will meet quarterly or more often as agreed to by the committee members (particularly in the early formation stage).

The role of the committee will be to:

- Participate in developing the program's employee orientation and communication strategy.
- Review aggregate statistical information regarding the program's utilization rates (e.g., average number of sessions provided per case, number of consultations and client satisfaction survey data).
- Review jointly, suggestions and concerns regarding EAP delivery.

2. Counselling Service Options

Local 416 members shall continue to have access to all internal EAP services as currently provided.

In addition to the internal EAP services, the following external EAP services will also be provided:

- individual, couple and family counselling, with associated referrals to community resources for specialized services;
- legal advisory and financial advisory services;
- after hours emergency services;
- referrals arising from counselling will continue to be governed by the existing practice and benefit provisions of the Collective Agreement;
- child care and elder care advisory services will be provided externally or internally based upon an assessment made by the selection panel;
- career counselling services;
- any enhancements or improvements mutually agreed to by the parties.

The external provider(s) of the above services will be selected through the City's RFP process. Members of the Joint Advisory Committee (minus the external provider(s)) will determine the content of the RFP and will act as the members of the selection panel.

3. Access to Services

Communication about Services

There would be one pamphlet with both telephone numbers clearly set out for the EAP services, with both providers clearly referenced.

All communication would provide information on all services, but the communication would also make it clear that the employee has the choice of whether to use an external or internal provider.

4. Confidentiality

Confidentiality is a cornerstone of the EAP. In an ongoing effort to ensure the highest standard of confidentiality, it is agreed that the City's EAP counselling staff, and the external counselling staff, and any documents, notes, electronic or otherwise, in their possession, shall be maintained as confidential, and will not be requested or provided for any grievance/ arbitration proceeding.

5. Program Review

A joint review will take place two years after the date of implementation of the external program for the purpose of evaluating the utilization and success of the counselling options for Local 416 members. This joint review may take place earlier than the expiry of the two years at the request of either party.

It is understood that no changes to this document's provisions may be made by either party without the agreement of both parties.

LETTER OF AGREEMENT
FORMER INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 793 MEMBERS

This Renewal/Extension Letter of Agreement (the "Letter") shall apply to those members identified below of T.C.E.U. Local 416 who were formerly members of IUOE Local 793 and who were employed by the City of Toronto as of August 31, 2000. This Letter shall terminate with the expiry of the Collective Agreement between T.C.E.U. Local 416 and the City of Toronto.

Health-Pension Plan

1. Employees covered by this Letter shall remain in the IUOE Local 793 Members Life and Health Benefit Trust of Ontario and the IUOE Local 793 Members Pension Benefit Trust of Ontario for so long as they remain employed with the City of Toronto.

2. The amount of monies to be paid by the City in respect of the above Benefit and Pension Plans shall be an amount per hour for each hour worked by each employee, as set out in this Letter of Agreement:

Effective May 1, 2012:

Benefit Plan: $4.62 per hour

Benefit Plan: $6.16 per hour.

3. Any contributions in excess of the above amounts shall be borne by the individual employee.

4. These monies shall be remitted in accordance with this Letter of Agreement to the IUOE Local 793 Members Life and Health Benefit Trust of Ontario and the IUOE Local 793 Members Pension Benefit Trust of Ontario in accordance with those Agreements.

5. The Union (T.C.E.U. Local 416) agrees to hold harmless and indemnify the City against any liability incurred as a result of contributions made in accordance with this Letter.

6. The employees covered by this Letter of Agreement shall not participate in the following Benefits with the City of Toronto:
Article 14A: Sick Pay Plan, Article 14B: Illness or Injury Plan, Article 15: Sick Pay Gratuity, Article 16: Extended Health Care/Dental/Group Life and Long Term Disability Insurance, Article 17: Pensions and Retirement.

7. The City will schedule a meeting with Local 416 representatives and the employees covered by this Letter to provide them with information on the benefits and pension plans provided to Local 416 employees.

8. Employees covered by this Letter shall enroll in and will be paid on a weekly basis by direct deposit as soon as practicable following July 31, 2009, and otherwise in accordance with the Collective Agreement.

IUOE Membership

It shall be the responsibility of the employees covered by this Letter to maintain their membership in IUOE Local 793 in order that they be eligible to participate in the IUOE Local 793 Life and Health Benefit Trust and the IUOE Local 793 Pension Benefit Trust.

Clarity Note: Statutory Holidays and Vacation

Employees covered by this Letter shall be entitled to Designated Holidays and Vacation in accordance with the provisions of the Collective Agreement between T.C.E.U. Local 416 and the City of Toronto.

Employees covered by this Letter of Agreement are named in the Memorandum of Agreement signed by the parties July 10, 2005.

LETTER OF AGREEMENT
LEGISLATIVE CHANGES

Prior to the implementation of any legislative changes, the City and the Union agree to consult with each other with the aim of developing a plan of action to deal effectively with the impact of such legislation.

LETTER OF AGREEMENT
TORONTO PORT AUTHORITY

The parties have agreement in principle on a Letter of Agreement regarding employment protection for Local 416 members employed at the Toronto Port Authority.

Without prejudice and subject to agreement on language, in the event of any downsizing or closing of the operation of the Toronto Port Authority, resulting from the City's actions, the City will agree to allow those current Local 416 members to bring their seniority rights and they would be bound in full by the City's Collective Agreement with Local 416.

LETTER OF AGREEMENT
VIDEO SECURITY SURVEILLANCE; GLOBAL POSITIONING SYSTEMS (GPS) & AUTOMATED VEHICLE LOCATION SYSTEMS (AVL)

The City will notify the Union when video security systems and GPS/AVL systems are used in the work locations or fleets of vehicles where Local 416 employees regularly work.

Uses for video security systems include the protection and safety of employees, members of the public, customers and City assets and property. GPS/AVL systems have been utilized to evaluate routing capabilities, to respond to anomalies on routes, improve customer service and improve health and safety.

MEMORANDUM ITEM ONLY
TORONTO PARKING AUTHORITY

In the event that a decision of City Council to monetize the full operations of the Toronto Parking Authority (TPA) results in the termination of employment of TPA full- time employees represented by Local 416, the City agrees, at the request of Local 416, to have meaningful discussions with Local 416 about the possibility of hiring such employees and the carriage of any seniority accrued by such employees during the course of their employment with TPA.

Dated at Toronto this 16th of day December, 2024.

For the Union
Original Signed by
“Eddie Mariconda”
“Ted Aivalis”
“Sav Daskalakis”
“Anthony Fracassi”
“Enzo Latino”
“Vince Russo”
“Jim Konstantinidis”
“John Walker”
“Rob Nichol”
“Bryan Robinson”
“Steve Rocks”
“Phil Austin”
“Peter Shirer”
“Simon Collins”
“Tara Miller”
“Katrina McGaughey”
“Pat Lenathen”
“Jeff Van Wyk”
“Brian Davis”
“Mona Staples”

For the City
Original Signed by
“Sean Milloy”
“Dafni Nistas”
“Joanna Nijmeh”
“Andy Graham”
“Alessandra Fernandes”

SCHEDULE 1

TRI-PARTITE MEMORANDUM OF AGREEMENT
("CARRIAGE OF SENIORITY")

BETWEEN:

TORONTO CIVIC EMPLOYEES' UNION LOCAL 416,
CANADIAN UNION OF PUBLIC EMPLOYEES

(hereinafter "Local 416")

– and –

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 79

(hereinafter "Local 79")

– and –

CITY OF TORONTO

(hereinafter the "City")

WHEREAS, the "Letter of Agreement – Carriage of Seniority" as contained in the Collective Agreement between Local 416 and the City (the "Local 416 Letter of Agreement") provides that, subject to Local 79 agreeing to an identical Letter of Agreement, Local 416 and the City will meet with Local 79 with respect to the carriage of seniority between the bargaining units and that, in the event that an agreement is reached by all three parties, the terms and conditions of such an agreement would be explicitly stated in a written agreement;

AND WHEREAS the "Letter of Intent – Carriage of Seniority" as contained in the Collective Agreement between Local 79 and the City (the "Local 79 Letter of Intent") provides that Local 79 and the City will meet with Local 416 with respect to the carriage of seniority between the bargaining units and that, in the event that an agreement is reached by all three parties, the terms and conditions of such an agreement would be explicitly stated in a written agreement;

AND WHEREAS, on or about November 7, 2005, Local 416 filed an Application under Section 96 of the Labour Relations Act alleging that Local 79 and the City had contravened the Act (Board File Number: 2705-05-U);

AND WHEREAS Local 416, Local 79 and the City are desirous of resolving the aforementioned Application and a number of other issues relating to seniority, dues and representation;

AND WHEREAS Local 416, Local 79 and the City wish to record the terms and conditions agreed to between all three of them in relation to the carriage of seniority between the bargaining units in fulfillment of their obligations pursuant to both the Local 416 Letter of Agreement and the Local 79 Letter of Intent;

NOW THEREFORE Local 416, Local 79 and the City agree as follows:

Part A – TCEU, Local 416

The Local 416 Collective Agreement

1. The City and Local 416 agree that they will administer Article 27 of the Collective Agreement between them (the "Local 416 Collective Agreement") for the remainder of its term, and any extension thereof, in accordance with the provisions of this Memorandum of Agreement including, but not limited to paragraph 2.

2. The City and Local 416 agree that, at the conclusion of its term they will recommend to their principals the amendment of the Local 416 Collective Agreement to add the following receiving clause:

> "XX.XX Where an employee covered by the Local 79 Full-time Collective Agreement is assigned to work on an alternate rate to a position in the Local 416 bargaining unit such employee shall upon the commencement of the first pay period following the completion of thirty (30) continuous working days in the position in the Local 416 bargaining unit, become a member of the Local 416 bargaining unit for all purposes for the duration of the alternate rate assignment subject to the terms and conditions of the tri-partite agreement between Local 416, Local 79 and the City governing the carriage of seniority, dated <<date>>, (the "Carriage of Seniority Memorandum") between the Local 416 and the Local 79 Full-time bargaining units. Once the alternate rate assignment is terminated, the employee concerned shall return to the Local 79 Full-time bargaining unit."

Movement from Local 416 to Local 79

3. The dues of an employee covered by the Local 416 Collective Agreement (a "Local 416 member") who becomes a member of the Local 79 Full-time bargaining unit pursuant to paragraphs 13. or 14. below, shall be remitted to Local 79 for the duration of the alternate rate assignment. Local 79 shall, subject to paragraphs 5. and 11., have the exclusive authority and duty to represent the employee in all matters relative to the employee's employment as a member of the Local 79 Full-time bargaining unit. During the period that the employee is a member of the Local 79 Full-time bargaining unit, as a result of the alternate rate assignment, the employee's seniority shall consist of the aggregate of seniority accrued under the Local 416 Collective Agreement and the seniority accruing under the Local 79 Full-time Collective Agreement except for the purposes of overtime, job posting, promotion, position deletion, lay-off and recall. For the purposes of overtime, job posting and promotion, the employee's seniority shall consist solely of seniority accrued under the Local 79 Full-time Collective Agreement as a member of the Local 79 Full- time bargaining unit since the commencement of the first pay period following the completion of thirty (30) continuous working days of the employee's then current alternate rate assignment. In the event of the layoff of employees or the deletion of positions in the Local 79 Full-time bargaining unit in the classification to which the employee has been assigned, on an alternate rate basis, the employee shall be reverted, by the City, to the Local 416 bargaining unit in accordance with the Local 416 Collective Agreement.

4. (i) During the period that the employee is a member of the Local 79 Full- time bargaining unit, as a result of the alternate rate assignment, the employee shall continue to be covered by the following provisions of the Local 416 Collective Agreement:

- Article 13 (Vacation Savings Pay and Vacation With Pay)
- Clause 14.15 and Schedules 3 and 4 (STD Plans)
- Article 17 (Pensions and Retirement)
- The Letter of Agreement "Former International Union Of Operating Engineers Local 793 Members," if applicable

(ii) At the time that the employee returns to the Local 416 bargaining unit, his service will be credited with any period that would be included as service under clause 27.08 of the Local 416 Collective Agreement but was not credited to his service while he was a member of Local 79.

5. Notwithstanding paragraph 3., when a Local 416 member is assigned to an alternate rate assignment in the Local 79 Full-time bargaining unit, Local 416 shall represent the employee with respect to any matter that is listed in paragraph 4. above. In respect of all other matters, Local 79 shall represent the grievor and Local 416 and Local 79 will meet to discuss contribution by Local 416 to the cost of any legal proceedings.

6. A Local 416 member who is temporarily placed in the Local 79 Full-time bargaining unit as a result of an alternate rate assignment and who returns to the Local 416 bargaining unit in accordance with the Local 416 Collective Agreement, will do so without loss of seniority and with credited seniority for the period of such alternate rate assignment.

7. In order to ensure that the previously accrued seniority of former members of the Local 416 bargaining unit who, after May 11, 2000 and before October 12, 2005, moved permanently into a position covered by the Local 79 Full-time Collective Agreement (the "Former Local 416 Members") is recognized, the parties agree that:

(i) Within ninety (90) working days following the execution of this Carriage of Seniority Memorandum, the City shall provide to both Local 416 and to Local 79 a list based upon such records as are available of all Former Local 416 Members (the "416 Member List") which list shall include, in relation to each Former Local 416 Member:

(a) his or her name;

(b) the Local 416 seniority date, as he or she possessed at the date that he or she moved permanently into a position covered by the Local 79 Full-time Collective Agreement;

(c) the Local 79 seniority date, acquired by the Former Local 416 Member since he or she moved permanently into a position covered by the Local 79 Full-time Collective Agreement; and

(d) the Former Local 416 Member's cumulative Local 79 seniority date, being the seniority date resulting from the combined effect of the seniority dates described in (b) and (c).

(ii) At the same time, the City will send a letter to all Former Local 416 Members, identified on the 416 Member List, providing the information contained in paragraph 7(i). This

information will be sent to the current home address on record with the City. The City shall provide Local 416 and Local 79 with a copy of the letter sent to each such Former Local 416 Member.

(iii) The Former Local 416 Member will have a period of sixty (60) working days from the date of the City's Letter, to bring forward in writing to the City, Local 79 and Local 416, any dispute he or she has with the cumulative Local 79 seniority date set out in the City's letter and the basis for the dispute (the "Dispute letter").

(iv) If the Former Local 416 Member does not dispute the seniority date described in the City's letter within the sixty (60) working day period, the cumulative Local 79 seniority date shall thereafter be finalized with no retroactive application.

(v) If the Former Local 416 Member does dispute the seniority date described in the City's letter within the sixty (60) working day period, the dispute will be resolved in accordance with the following dispute resolution process:

(a) Within the sixty (60) working day period following the date of the Dispute letter, Local 416 and Local 79 will meet and attempt to resolve the dispute;

(b) In the event that Local 416 and Local 79 are successful in resolving the dispute, such resolution shall be brought to the City for its consideration;

(c) In the event that the City agrees to the resolution proposed by Local 416 and Local 79, the cumulative Local 79 seniority date shall thereafter be finalized with no retroactive application;

(d) In the event that either the City does not agree to the resolution proposed by Local 416 and Local 79 or that Local 416 and Local 79 are unsuccessful in resolving the dispute, the matter will be referred to <<name>> acting as arbitrator to hear and determine said disputes. The parties may agree to an alternative arbitrator. The cost of the arbitration shall be shared equally by the parties.

(e) The parties agree to cooperate in scheduling a sufficient number of arbitration dates to dispose of outstanding disputes as expeditiously as reasonably possible.

(f) The process to be followed in resolving the disputes referred to the arbitrator will fairly and finally determine and resolve seniority disputes regarding the Former Local 416 Member's cumulative Local 79 seniority date which shall thereafter be finalized with no retroactive application. This procedure will include:

1. The Former Local 416 Member will outline their claim; give evidence under oath or affirmation; and present relevant documents and statements;

2. Local 416 and Local 79 will have the opportunity to support or respond to the employees' claims and make any submissions;

3. Local 79 will take no position as to the appropriate interpretation of the seniority provisions of the Local 416 Collective Agreement;

4. The City will have the opportunity to respond to employees' claims and make any submissions;

5. The arbitrator will make a final determination on the dispute, but he is not required to give any reasons.

6. The arbitrator shall have all the powers of an arbitrator under the Labour Relations Act and the collective agreement between the parties.

7. The arbitrator's decision will be final and binding on the parties and any affected employee.

Accommodation from Local 416 to Local 79

8. Notwithstanding paragraph 25. below, if a disabled employee covered by the Local 416 Collective Agreement cannot be accommodated in his own bargaining unit, the disabled employee may, without limiting the City's duty to accommodate, be accommodated in the Local 79 Full-time bargaining unit. An accommodation in the Local 79 Full-time bargaining unit may be temporary or permanent. A temporary accommodation is any accommodation where there is a reasonable expectation, medically supported, that the employee's disability will diminish within a reasonable period of time to the extent that the employee will be capable of resuming work with or without accommodation within the employee's own position. A permanent accommodation is any accommodation where there is no reasonable expectation, medically supported, that the employee's disability will diminish within a reasonable period of time to the extent that the employee will be capable of resuming work with or without accommodation within the employee's own position.

9. When a Local 416 member is temporarily accommodated in the Local 79 Full-time bargaining unit the employee shall be covered by paragraphs 11. or 12. below. However, notwithstanding anything contained in this Carriage of Seniority Memorandum, a disabled employee covered by the Local 416 Collective Agreement and accommodated temporarily in the Local 79 Full- time bargaining unit shall, for hours worked,

- receive 100% of his/her regular earnings or the rate of the position whichever is greater for the duration of the temporary accommodation and subject to regular reviews, or for hours not worked:
- use available sick credits and entitlements in accordance with the Collective Agreement, or
- receive insurance coverage through WSIB, LTD or a private carrier subject to their regulations and the employee shall continue to be covered by the following provisions of the Local 416 Collective Agreement:
- Article 13 (Vacation Savings Pay and Vacation With Pay)
- Clause 14.15 and Schedules 3 and 4 (STD Plans)
- Article 17 (Pensions and Retirement)
- Article 46 (Modified Work Program)

10. During the period that the disabled employee covered by the Local 416 Collective Agreement is temporarily accommodated in the Local 79 Full- time bargaining unit, the employee's seniority shall consist of the aggregate of seniority accrued under the Local 416 Collective Agreement and the seniority accruing under the Local 79 Full-time Collective Agreement except for the purposes of overtime, job posting, promotion, position deletion, lay- off and recall. For the purposes of overtime, job posting and promotion the employee's seniority shall consist solely of seniority accrued under the Local 79 Full-time Collective Agreement as a member of the Local 79 Full-time bargaining unit since the commencement of the first pay period following the completion of thirty (30) continuous working days of the employee's current accommodation assignment in the Local 79 Full-time bargaining unit. For the purposes of position deletion, lay-off and recall, Article 46 of the Local 416 Collective Agreement will continue to govern the manner in which the employee is treated.

11. Notwithstanding paragraph 3., when a disabled employee covered by the Local 416 Collective Agreement is temporarily accommodated in the Local 79 Full-time bargaining unit, the disabled employee's dues shall continue to be remitted to Local 416 for the entire duration of the temporary accommodation in Local 79. Local 416 shall represent the employee with respect to any matter that is listed in paragraph 9. above. In respect of all other matters, Local 79 shall represent the employee and Local 416 and Local 79 will meet to discuss contribution by Local 416 to the cost of any legal proceedings.

12. When a Local 416 member is permanently accommodated in the Local 79 Full-time bargaining unit, the employee shall not be considered temporarily accommodated and all provisions of the Local 79 Full-time Collective Agreement shall apply in all respects and without limitation. Any adjustment that permanently recognizes full seniority (i.e., combined Local 416 and Local 79) within the Local 79 Full-time Collective Agreement will apply only from the date of the commencement of such permanent accommodation and will have no retroactive application. This paragraph will be effective commencing ninety (90) calendar days following the execution of this Carriage of Seniority Memorandum.

Part B – CUPE, Local 79

The Local 79 Full-time Collective Agreement

13. The City and Local 79 agree that they will administer article 20 of the Full- time Collective Agreement between them (the "Local 79 Full-time Collective Agreement") for the remainder of its term, and any extension thereof, in accordance with the provisions of this Memorandum of Agreement, including but not limited to paragraph 14.

14. The City and Local 79 agree that, at the conclusion of its term they will recommend to their principals the amendment of the Local 79 Full-time Collective Agreement to add the following receiving clause, in place of the current clause 6.07,:

> "XX.XX Where an employee covered by the TCEU Local 416 Collective Agreement is assigned to work on an alternate rate to a position in the Local 79 Full-time bargaining unit such employee shall upon the commencement of the first pay period following the completion of thirty (30) continuous working days in the position in the Local 79 Full-time bargaining unit, become a member of the Local 79 Full-time bargaining unit for all purposes for the duration of the alternate rate assignment subject to the terms and conditions of the tri-partite agreement between Local 79, TCEU Local 416 and the

City governing the carriage of seniority, dated <<date>>, (the "Carriage of Seniority Memorandum"), between the TCEU Local 416 and the Local 79 Full- time bargaining units. Once the alternate rate assignment is terminated, the employee concerned shall return to the TCEU Local 416 bargaining unit."

Movement from Local 79 to Local 416

15. The dues of an employee covered by the Local 79 Full-time Collective Agreement (a "Local 79 member") who becomes a member of the Local 416 bargaining unit pursuant to paragraphs 1. or 2. above, shall be remitted to Local 416 for the duration of the alternate rate assignment. Local 416 shall, subject to paragraphs 17. and 23., have the exclusive authority and duty to represent the employee in all matters relative to the employee's employment as a member of the Local 416 bargaining unit. During the period that the employee is a member of the Local 416 bargaining unit, as a result of the alternate rate assignment, the employee's seniority shall consist of the aggregate of seniority accrued under the Local 79 Collective Agreements and the seniority accruing under the Local 416 Collective Agreement except for the purposes of job posting, promotion, position deletion, layoff and recall. Overtime will be distributed in accordance with the Local 416 Collective Agreement. For the purposes of job posting and promotion, the employee's seniority shall consist solely of seniority accrued under the Local 416 Collective Agreement as a member of the Local 416 bargaining unit since the commencement of the first pay period following the completion of thirty (30) continuous working days of the employee's then current alternate rate assignment. In the event of the layoff of employees pursuant to clause 29.02 of the Local 416 Collective Agreement or the deletion of positions in the Local 416 bargaining unit in the classification to which the employee has been assigned, on an alternate rate basis, the employee shall be reverted, by the City, to the Local 79 Full- time bargaining unit in accordance with the Local 79 Full-time Collective Agreement.

16. During the period that the employee is a member of the Local 416 bargaining unit, as a result of the alternate rate assignment, the employee shall continue to be covered by the following provisions of the Local 79 Collective Agreement:

- Article 10 (Vacations)
- Clause 11.14 and Schedule 2 as referred to therein (STD Plans)
- Article 13 (Pensions and Retirement)

17. Notwithstanding paragraph 15., when a Local 79 member is assigned to an alternate rate assignment in the Local 416 bargaining unit, Local 79 shall represent the employee with respect to any matter that is listed in paragraph 16. above. In respect of all other matters, Local 416 shall represent the employee and Local 416 and Local 79 will meet to discuss contribution by Local 79 to the cost of any legal proceedings.

18. A Local 79 member who is temporarily placed in the Local 416 bargaining unit as a result of an alternate rate assignment and who returns to the Local 79 Full-time bargaining unit in accordance with the Local 79 Full-time Collective Agreement will do so without loss of seniority and with credited seniority for the period of such alternate rate assignment.

19. In order to ensure that the previously accrued seniority of former members of the Local 79 Full-time bargaining unit who, after May 11, 2000 and before October 12, 2005, moved permanently into a position covered by the Local 416 Collective Agreement (the "Former Local 79 Members") is recognized, the parties agree that:

(i) Within ninety (90) working days following the execution of this Carriage of Seniority Memorandum, the City shall provide to both Local 79 and to Local 416 a list based upon such records as are available of all Former Local 79 Members (the "79 Member List") which list shall include, in relation to each Former Local 79 Member,:

(a) his or her name;

(b) the Local 79 seniority date, as he or she possessed at the date that he or she moved permanently into a position covered by the Local 416 Collective Agreement;

(c) the Local 416 seniority date, acquired by the Former Local 79 Member since he or she moved permanently into a position covered by the Local 416 Collective Agreement; and

(d) the Former Local 79 Member's cumulative Local 416 seniority date, being the seniority date resulting from the combined effect of the seniority dates described in (b) and (c).

(ii) At the same time, the City will send a letter to all Former Local 79 Members, identified on the 79 Member List, providing the information contained in paragraph 7(i). This information will be sent to the current home address on record with the City. The City shall provide Local 79 and Local 416 with a copy of the letter sent to each such Former Local 79 Member.

(iii) The Former Local 79 Member will have a period of sixty (60) working days from the date of the City's Letter, to bring forward in writing to the City, Local 416 and Local 79, any dispute he or she has with the cumulative Local 416 seniority date set out in the City's letter and the basis for the dispute (the "Dispute letter").

(iv) If the Former Local 79 Member does not dispute the seniority date described in the City's letter within the sixty (60) working day period, the cumulative Local 416 seniority date shall thereafter be finalized with no retroactive application.

(v) If the Former Local 79 Member does dispute the seniority date described in the City's letter within the sixty (60) working day period, the dispute will be resolved in accordance with the following dispute resolution process:

(a) Within the sixty (60) working day period following the date of the Dispute letter, Local 79 and Local 416 will meet and attempt to resolve the dispute;

(b) In the event that Local 79 and Local 416 are successful in resolving the dispute, such resolution shall be brought to the City for its consideration;

(c) In the event that the City agrees to the resolution proposed by Local 79 and Local 416, the cumulative Local 416 seniority date shall thereafter be finalized with no retroactive application;

(d) In the event that either the City does not agree to the resolution proposed by Local 416 and Local 79 or that Local 416 and Local 79 are unsuccessful in resolving the dispute, the matter will be referred to <<name>> acting as arbitrator to hear and determine said disputes. The parties may agree to an alternative arbitrator. The cost of the arbitration shall be shared equally by the parties.

(e) The parties agree to cooperate in scheduling a sufficient number of arbitration dates to dispose of outstanding disputes as expeditiously as reasonably possible.

(f) The process to be followed in resolving the disputes referred to the arbitrator will fairly and finally determine and resolve seniority disputes regarding the Former Local 79 Member's cumulative Local 416 seniority date which shall thereafter be finalized with no retroactive application. This procedure will include:

1. The Former Local 79 Member will outline their claim; give evidence under oath or affirmation; and present relevant documents and statements;

2. Local 79 and Local 416 will have the opportunity to support or respond to the employees' claims and make any submissions;

3. Local 416 will take no position as to the appropriate interpretation of the seniority provisions of the Local 79 Collective Agreement;

4. The City will have the opportunity to respond to employees' claims and make any submissions;

5. The arbitrator will make a final determination on the dispute, but he is not required to give any reasons.

6. The arbitrator shall have all the powers of an arbitrator under the Labour Relations Act and the collective agreement between the parties.

7. The arbitrator's decision will be final and binding on the parties and any affected employee.

Accommodation from Local 79 to Local 416

20. Notwithstanding paragraph 25. below, if a disabled employee covered by the Local 79 Full-time Collective Agreement cannot be accommodated in the Local 79 Full-time bargaining unit, the disabled employee may, without limiting the City's duty to accommodate, be accommodated in the Local 416 bargaining unit. An accommodation in the Local 416 bargaining unit may be temporary or permanent. A temporary accommodation is any accommodation where there is a reasonable expectation, medically supported, that the employee's disability will diminish within a reasonable period of time to the extent that the employee will be capable of resuming work with or without accommodation within the employee's own position. A permanent accommodation is any accommodation where there is no reasonable expectation, medically supported, that the employee's disability will diminish within a

reasonable period of time to the extent that the employee will be capable of resuming work with or without accommodation within the employee's own position.

21. When a disabled employee covered by the Local 79 Full-time Collective Agreement is temporarily accommodated in the Local 416 bargaining unit the employee shall be covered by paragraphs 1. or 2. above. However, notwithstanding anything contained in this Carriage of Seniority Memorandum, a disabled employee covered by the Local 79 Full-time Collective Agreement and accommodated temporarily in the Local 416 bargaining unit shall continue to be covered by the following provisions of the Local 79 Full-time Collective Agreement:

- Article 10 (Vacations)
- Clause 11.14 and Schedule 2 as referred to therein (STD Plans)
- Article 13 (Pensions and Retirement)
- Article 46 (Modified Work Program).

22. During the period that the disabled employee covered by the Local 79 Full- time Collective Agreement is temporarily accommodated in the Local 416 bargaining unit, the employee's seniority shall consist of the aggregate of seniority accrued under the Local 79 Collective Agreements and the seniority accruing under the Local 416 Collective Agreement except for the purposes of overtime, job posting, promotion, position deletion, layoff and recall. For the purposes of overtime, job posting and promotion the employee's seniority shall consist solely of seniority accrued under the Local 416 Collective Agreement as a member of the Local 416 bargaining unit since the commencement of the first pay period following the completion of thirty (30) continuous working days of the employee's current accommodation assignment in the Local 416 bargaining unit. For the purposes of position deletion, lay-off and recall, Article 21 and 35 of the Local 79 Full-time Collective Agreement will continue to govern the manner in which the employee is treated.

23. Notwithstanding paragraph 15., when a disabled employee covered by the Local 79 Full-time Collective Agreement is temporarily accommodated in the Local 416 bargaining unit, the disabled employee's dues shall continue to be remitted to Local 79 for the entire duration of the temporary accommodation in Local 416. Local 79 shall represent the employee with respect to any matter that is listed in paragraph 21. above. In respect of all other matters, Local 416 shall represent the employee and Local 416 and Local 79 will meet to discuss contribution by Local 79 to the cost of any legal proceedings.

24. When a Local 79 member is permanently accommodated in the Local 416 bargaining unit, the employee shall not be considered temporarily accommodated and all provisions of the Local 416 Collective Agreement shall apply in all respects and without limitation. Any adjustment that permanently recognizes full seniority (i.e., combined Local 79 and Local 416) within the Local 416 Collective Agreement will apply only from the date of the commencement of such permanent accommodation and will have no retroactive application. This paragraph will be effective commencing ninety (90) calendar days following the execution of this Carriage of Seniority Memorandum.

Part C – General Matters

Employee Accommodation

25. All parties confirm that they are committed to the principle that the accommodation of a disabled employee should occur first within the disabled employee's own bargaining unit.

Employee Representation Disputes

26. In the event of any difference between Local 416 and Local 79 in regards to which bargaining unit bears the obligation to represent an employee in any grievance or any dispute or difference regarding contribution to the cost of legal proceedings as provided for in paragraphs 5, 11, 17 or 23, Local 416 and Local 79 shall resolve that matter, outside of the context of the individual grievance and without impact on the carriage of the grievance or the involvement of the City in accordance with paragraphs 27(ii) to (iv).

Dispute Resolution Process

27. In the event there is a dispute, but for a dispute arising under paragraphs 7 or 20 the matter will be referred to the dispute resolution mechanism set out herein, the cost of which shall be borne equally by the parties,:

(i) any party shall have the right to refer any unresolved issue, to the City's Director of Employee and Labour Relations and to the President of Local 79 and the President of Local 416, or their respective designates, for immediate discussion and speedy resolution.

(ii) in the event that the issue is not resolved within fifteen (15) working days from the date of this referral, then any party shall have the right to refer the issue(s) in dispute to expedited

arbitration. It is agreed that the arbitrator shall have the jurisdiction to hear the substance of the issues and the parties agree they will not raise jurisdictional objections in this regard.

(iii) if any party refers the issues in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators through a random selection process:

D. Randall M. Nairn

(iv) The arbitrator's decision shall be rendered, with or without reasons on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision.

Further Matters

28. This Memorandum of Agreement shall constitute a full and final settlement of CUPE, Local 79's Grievance No. PC07-06-8209 and Local 416's Application to the Labour Board (Board File Number 2705-05-U).

29. Upon execution of this Carriage of Seniority Memorandum, Local 79 shall satisfy its commitment to Local 416 described under a separate letter concerning certain monies held by the Fort York Credit Union or its successor.

30. This Carriage of Seniority Memorandum shall be deemed to have been entered into pursuant to Section 96 of the Act and shall be enforceable as such. All differences between the parties, including all grievances in relation to the remittance of dues for Local 79 members on alternate rates in the Local 416 bargaining unit and all grievances in relation to the remittance of dues for Local 416 members on alternate rates in Local 79 Full-time bargaining unit, as listed in Appendix "A" to this Carriage of Seniority Memorandum, shall be deemed withdrawn by the effect of the parties signing this Carriage of Seniority Memorandum.

31. This Carriage of Seniority Memorandum shall replace and supersede the prior Minutes of Settlement entered into between the City, Local 416 and Local 79, dated January 12, 2005, and referred to as the "Rankin and McKinnon" Minutes of Settlement, except for paragraphs 3., 5. and 6. thereof.

32. This Carriage of Seniority Memorandum shall only be amended by the agreement of all three parties.

33. This Carriage of Seniority Memorandum shall form an Appendix to both the Local 416 Collective Agreement and the Local 79 Full-time Collective Agreement.

Dated at Toronto this 23rd of day April, 2009

FOR LOCAL 416
Original Signed By
“Mark Ferguson”

FOR THE CITY
Original Signed By
“Jayne Allan”

FOR THE CITY
Original Signed By
“Nancy Murphy”

Memorandum of Agreement
Between
City of Toronto
And
Toronto Civic Employees' Union, Local 416 – CUPE

WHEREAS paramedic employees of the City of Toronto are currently employed pursuant to the collective agreement between the City of Toronto and the Toronto Civic Employees Union, Local 416 (CUPE) that expired on December 31, 2011; (hereinafter the "old collective agreement"); and,

WHEREAS the parties have met and negotiated changes to that old collective agreement; and

WHEREAS a new collective agreement has been created by the parties (hereinafter the "new collective agreement"); and,

WHEREAS the parties have agreed to introduce the classification of part-time paramedic into the TCEU, Local 416 bargaining unit; and,

WHEREAS the parties wish to create a new schedule to the new collective agreement whereby full-time and part-time paramedic employees will be employed pursuant to a separate schedule to the new collective agreement between these two parties (hereinafter "Schedule P");

AND WHEREAS the parties wish to establish a process for the mandatory interest arbitration of the future terms and conditions of paramedics on the basis that during any future labour dispute all paramedics will be required to work;

NOW THEREFORE, the parties agree as follows:

1. Effective at 12:01 am on the day following the date of ratification by the City of Toronto of the amendments to the old collective agreement, the City of Toronto and the Toronto Civic Employees' Union, Local 416 (CUPE) agree that a new separate schedule applying solely to all full-time and part-time paramedic employees of the City of Toronto (Schedule P), shall come into effect.

Developing Schedule P

2. For the purposes of this Memorandum and Schedule P to the collective agreement, "full-time" shall mean those paramedics who work an average of 40 hours per week; and "part-time" shall mean those paramedics who are regularly employed for such hours as are agreed to by the parties or determined by the mediation-arbitration process, as set out paragraphs 6 through 12 of this Memorandum. Schedule P to the collective agreement shall consist of all of the provisions of the new collective agreement in its totality. This Memorandum of Agreement shall not form part of the collective agreement except where expressly stated herein.

3. Within six weeks of the creation of Schedule P, the parties shall meet to discuss in good faith whether to eliminate any provision(s) in Schedule P on the basis that they have no application to full-time paramedics. In the event that the parties are unable to agree upon the articles which do not apply to full-time paramedics, the contents of Schedule P applicable to full-time paramedics shall be as described in paragraph 2 above, as amended by this process. Either party may raise any outstanding issues in the next round of negotiations at the expiry of the new collective agreement on December 31, 2015.

Terms and Conditions for Part-time Paramedics

4. The parties have agreed to establish a part-time paramedic classification within the bargaining unit. No employee shall be hired into the classification of part-time paramedic until the terms and conditions of their employment have been determined as set out herein.

5. Following ratification of the new collective agreement, each party shall identify those provisions which they wish to address concerning the terms and conditions of employment for part-time paramedics which are to be included in Schedule P. The parties shall meet and negotiate an agreement in good faith.

6. In the event that the parties are unable to agree upon the terms and conditions for the part-time paramedics by August 1, 2012, either party may refer the outstanding matter(s) to a mediation-arbitration for a final and binding determination. The Board will be composed of a single arbitrator

7. The parties shall appoint Larry Steinberg. In the event that he is unable to conclude this matter within the time frame set out below, William Kaplan will be asked to serve as arbitrator. The parties agree to share the costs of arbitrator.

8. The parties will co-operate to ensure that the hearing before the Board will be held as soon as possible. To this end, the parties will ask the Chair, immediately upon appointment, to schedule at least four (4) days for hearing over the months of September 2012 to November 2012, inclusive.

9. The powers of the Board of Arbitration and all other matters in relation to the arbitration shall be as set out in 20 to 22 of the Ambulance Services Collective Bargaining Act, 2001, amended by this agreement to accommodate the mediation-arbitration process, save that all references to a "collective agreement" shall be deemed to be reference to the terms and conditions for part-time –time paramedics to be included in Schedule P. Those provisions will be deemed to form part of this agreement.

10. Any resolved matters will be agreed upon in writing and signed by the designated representatives of the parties. No such matters shall be referred to the Board of Arbitration for determination. Positions taken by either party during negotiations that are not the subject of such a written agreement shall not be in any way whatsoever disclosed to or used by any Board of Arbitration appointed to resolve such dispute. The decision of the Board will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The decision of the Board shall incorporate any resolved matters previously agreed upon in writing and signed by the designated representatives of the parties and shall, together with any matters determined by the board, thereafter, form part of Schedule P.

Collective Agreement Provisions

11. The parties agree that the ratio of part-time paramedics to full-time paramedics in the bargaining unit shall not exceed one (1) part-time paramedic for every five (5) full-time paramedics.

12. The parties agree that, at the expiry of the new collective agreement on December 31, 2015 and each subsequent collective agreement (which, for greater clarity, includes Schedule P) any outstanding issues relating to the terms and conditions of full-time and part-time paramedics under Schedule P that are not resolved through collective bargaining shall, following the earlier of the ratification of the terms and conditions of employment for non- paramedics or following the issuance of any future No Board Report, or at such other time as the parties may agree, be settled through mandatory tripartite interest mediation-arbitration conducted in accordance with the procedures settled through mandatory tripartite interest mediation-arbitration conducted in accordance with the procedures set out in sections 20(2) to 22 of the Ambulance Services Collective Bargaining Act, 2001, as amended, save that all references to a "collective agreement" shall be deemed to be reference to the terms and conditions for paramedics to be included in Schedule P, and with any necessary modifications as appropriate for a three person interest mediation-arbitration board. The parties agree, however, that the duration of the application of Schedule P shall be the term of the collective agreement negotiated between the parties and shall not be a matter referred by either party to mediation-arbitration.

13. The parties agree that they will not seek any alterations to the dispute resolution mechanism set out herein during negotiations for the renewal of each subsequent Collective Agreement. The parties further agree that they will jointly ask the Board of Arbitration to include the dispute resolution mechanism, as set out in paragraphs 12 to 17 of this Memorandum, in its Award.

14. The Board will be composed of one person nominated by each of the parties and a Chair. The parties agree to share the costs of the Chair. The interest arbitration procedure shall utilize a three person board of arbitration. The powers of the Board of Arbitration and all other matters in relation to the arbitration shall be as set out in 20(2) to 22 of the Ambulance Services Collective Bargaining Act, 2001, as amended as appropriate for a three person interest arbitration board. Those provisions will be deemed to form part of this agreement, save that all references to a "collective agreement" shall be deemed to be reference to the terms and conditions for paramedics to be included in Schedule P, and subject to any necessary modifications as appropriate for a three person interest mediation-arbitration board.

15. 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 nominees will agree on a chair of the Board of Arbitration within an additional ten (10) calendar days, failing which either party may ask that the Office of Arbitration appoint the chair. The parties will cooperate to ensure that the hearing before the Arbitrator will be held as soon as possible following ratification of the collective agreement. For greater certainty, the parties agree that the hearing before the board of arbitration will not commence until the renewal of the TCEU Local 416 bargaining unit collective agreement containing terms and conditions of employment covering non-paramedic employees has been ratified by both parties and will ask the Chair, immediately following ratification, to schedule at least three (3) days for hearing over the three (3) month period following the date of ratification.

16. The terms and conditions of employment of paramedics set out in schedule P and any rights, privileges or duties of those employees or the City or TCEU, Local 416 in relation to those employees continue in

effect until the Board of Arbitration renders its decision unless the parties agree otherwise. Without limiting the generality of the foregoing:

(a) the City shall not, except with the consent of TCEU, Local 416, alter the rates of wages or any other term or condition of employment or any right, privilege or duty of the City or the paramedics; and

(b) TCEU, Local 416 shall not, except with the consent of the City, alter any term or condition of employment or any right, privilege or duty of the City, TCEU, Local 416 or the paramedics.

17. Any resolved matters will be agreed upon in writing and signed by the designated representatives of the parties. No such matters shall be determined by the Board of Arbitration. Positions taken by either party during negotiations that are not the subject of such a written agreement shall not be in any way whatsoever disclosed to or used by any Board of Arbitration appointed to resolve such dispute. The decision of the Board will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The decision of the Board shall incorporate any resolved matters previously agreed upon in writing and signed by the designated representatives of the parties and shall, together with any matters determined by the Board, thereafter form part of the collective agreement.

Essential Services Agreement

18. The parties agree that this paragraph 18 shall constitute their essential services agreement and shall be incorporated into their collective agreement. The parties further agree that paramedics shall not strike and the City shall not lock out the paramedics. Further to this agreement that all paramedics will work during any future labour disruption, the parties agree that neither party shall make an application before the Ontario Labour Relations Board under the Ambulance Services Collective Bargaining Act, 2001 to reduce the number of paramedics working during any future labour disruption to less than 100% of all paramedics. The parties agree that they will make no submissions in any interest arbitration proposing changes, amendments and/ or modifications to this paragraph 18 and that no interest arbitrator or Board of Arbitration appointed by them shall have jurisdiction to award any changes, amendments and/or modifications to this paragraph 18.

19. Paragraphs 12 to 17 of this Memorandum of Agreement shall be incorporated by the parties as an article in Schedule P to the new collective agreement.

Dated at Toronto this 4th day of February, 2012.

For the Union	**For the City**
Original Signed by:	Original Signed by:
Mark Ferguson	Robert J. Reynolds
Jim Whiteveen	Dymphna Walko-Channan

Schedule "A" Wages

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Labourer 3/Student			23.40	24.32	25.27	26.23	27.02
Industrial Millwright Apprentice - Step 1			24.74	26.35	27.37	28.41	29.26
Industrial Millwright Apprentice - Step 2			28.87	30.74	31.93	33.15	34.14
Industrial Millwright Apprentice - Step 3			32.99	35.13	36.50	37.88	39.02
Industrial Millwright Apprentice - Step 4			37.12	39.52	41.06	42.62	43.89
Animal Services Representative			25.34	26.34	27.37	28.41	29.26
Custodian 3	Cityhome	Cleaner	25.34	26.34	27.37	28.41	29.26
	Cityhome	Cleaner Rehabilitation Program					
	East York	Facilities Cleaner					
	Scarborough	Janitor					
	Scarborough	Housekeeper					
	Toronto	Yardman/Woman/ Cleaner					
Ticket Collector	Metro	Ticket Collector	25.34	26.34	27.37	28.41	29.26
Engineering Students Wrkg As Const Insp.	Etobicoke	Engineering Stdnts Wkg as Constrc Inspect.	0.00	0.00	0.00	0.00	0.00
10M Labourer 2			27.34	28.42	29.53	30.65	31.57
Labourer 2	East York	Transportation Labourer	27.34	28.42	29.53	30.65	31.57
	East York	Sanitation Labourer/Litter Crew					
	Etobicoke	Handyperson					
	Etobicoke	Labourer					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Leaside M.G	Labourer (Memorial Gardens)					
	Leaside	Labourer					
	Metro	Labourer					
	North York	Worker Parks					
	North York	Labourer					
	North York	Probationary Labourers – Casual					
	Scarborough	Flusher Helper					
	Scarborough	Labourer					
	Scarborough	Probationary Labourers (90 days)					
	Toronto	Core Drill & Concrete Saw Operator's Helper					
	Toronto	Labourer Street Shop					
	Toronto	Handyman/woman Streets Shop					
	Toronto	Labourer Catch Basin Cleaning					
	Toronto	Labourer Property Maintenance					
	Toronto	Labourer Forestry					
	Toronto	Labourer MM & S					
	Toronto	Labourer Bulk Lift					
	Toronto	Labourer Asphalt Patch Crew					
	Toronto	Labourer Surface					
	Toronto	Labourer Parks					
	Toronto	Labourer Shop					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Toronto	Labourer Machine Shop					
	Toronto	Labourer Litter Picker					
	Toronto	Labourer Street Cleaning					
	Toronto	Labourer Manual Cleaning					
	Toronto	Collector Parking Meter					
	Toronto	Labourer Street Flushing					
	Toronto	Handyman/women's Helper (Sewer Flow Recorder)					
	Toronto	Labourer – Public Works					
	York	Labourers					
	York	Class 4					
	York	Temp. Class 4 Maintenance					
Landfill Operator	Metro	Landfill Operator	27.34	28.42	29.53	30.65	31.57
PF&R Custodian			27.34	28.42	29.53	30.65	31.57
Watchperson	Metro	Property Patroller Gr 1	27.34	28.42	29.53	30.65	31.57
	Toronto	Watchman					
	Toronto	Watchman/woman					
	Metro	Bldgs & Ground patroller Gr 2					
	York	Yard or Dump Watchman					
10M Light Equipment Operator 2			28.21	29.32	30.46	31.62	32.57
Light Equipment Operator 2			28.21	29.32	30.46	31.62	32.57
Transfer Station Operator	Metro	Transfer Station Operator	28.21	29.32	30.46	31.62	32.57

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Yard Attendant 2	Scarborough	Service Centre Attendant	28.21	29.32	30.46	31.62	32.57
	Toronto	Yardman/Woman Gas Pump Attendant					
	Metro	Yard Attendant					
	Etobicoke	Scale Operator					
Custodian 2	Cityhome	Superintendent Resident	28.56	29.69	30.85	32.02	32.98
	Cityhome	Non-Resident Superintendent (Red-Circled)					
	Cityhome	Non-Resident Superintendent					
	Cityhome	Assistant Resident Superintendent					
	Cityhome	Part-time Superintendent					
	Cityhome	Maintenance Worker					
	East York	Facilities & Pool Operator II					
	Etobicoke	Janitor					
	Metro	Caretaker Gr 2					
	Metro	Caretaker					
	Metro	Project Custodian					
	Metro	Marine Oiler					
	Metro	Stores Driver					
	Metro	Handy Worker Gr 3					
	North York	Worker (Parks)					
	North York	Caretaker – Memorial Hall					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	North York	Caretaker					
	North York	Courier – Parks & Rec					
	North York	Worker (Parks)					
	North York	Worker (Clerks)					
Custodian 2	North York	Maintenance & Constr Craftsperson					
	Scarborough	Handyman					
	THB	Facilities Operator					
	Toronto	Caretaker					
	Toronto	Caretaker – Scadding Court					
	Toronto	Material Supply Driver					
	Toronto	Mail Car Driver					
	Toronto	Mail Car Driver – MM&S					
	Toronto	Mail Car Driver – Operations					
	Toronto	Maintenance Labourer					
	Toronto	City Hall Handyman/woman					
	Toronto	Handyman					
	Toronto	Handyman/woman Special Events					
	York	Hall Caretaker					
	York	Handyman					
Marine Oiler	Metro	Marine Oiler	28.65	29.78	30.94	32.12	33.08
10M Arena Operator			29.03	30.18	31.36	32.55	33.53
10M Arena Pool Operator 2			29.52	30.69	31.89	33.10	34.09

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Arena Operator			29.03	30.18	31.36	32.55	33.53
Pool Operator			29.03	30.18	31.36	32.55	33.53
10M Parks Handyworker 3			29.38	30.54	31.73	32.94	33.93
Courier	North York	Courier – Parks & Rec	29.38	30.54	31.73	32.94	33.93
	North York	Worker (Parks)					
	Toronto	Material Supply Driver					
	Toronto	Mail Car Driver					
	Toronto	Mail Car Driver – MM&S					
	Toronto	Mail Car Driver – Operations					
	Metro	Stores Driver					
Gardener 3 (1)			29.38	30.54	31.73	32.94	33.93
General Handyworker 3	Cityhome	Maintenance Worker	29.38	30.54	31.73	32.94	33.93
	Metro	Handy Worker Gr 3					
	North York	Worker (Clerks)					
	North York	Maintenance & Constr Craftsperson					
	Scarborough	Handyman					
	Toronto	Maintenance Labourer					
	Toronto	City Hall Handyman/woman					
	Toronto	Handyman					
	Toronto	Handyman/woman Special Events					
	York	Handyman					
Light Equipment Operator 1			29.38	30.54	31.73	32.94	33.93

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Parks Handyworker 3	Metro	Handyworker Gr 3	29.38	30.54	31.73	32.94	33.93
	York	Class 3 Semi-skilled Tradesman					
Patroller 2 (4)			0.00	0.00	0.00	0.00	0.00
Utility Servicer 2 (4)			29.38	30.54	31.73	32.94	33.93
Wastewater Treatment Plant Worker			29.38	30.54	31.73	32.94	33.93
Animal Attendant	Toronto	Zoo Attendant	29.52	30.69	31.89	33.10	34.09
	Toronto	Farm Attendant					
	North York	Pound Attendant					
	Metro	Farm Attendant					
Arena Pool Operator 2	North York	Worker (Parks)	29.52	30.69	31.89	33.10	34.09
	Toronto	AIR Labourer/Driver					
	Toronto	Refrigeration Compressor Op.– Lab Trainee					
	Scarborough	Arena Attendant					
	East York	Facility Operator – Arena					
	Toronto	Artificial Ice Rink Labourer					
	Leaside	Arena Operator (Leaside)					
	Etobicoke	Arena Maintenance Grade 2					
	East York	Facilities Operator 1					
	York	Arena Operator 2					
Labourer 1 (4)			29.52	30.69	31.89	33.10	34.09
Patroller 1	Scarborough	Street Light Patrol	0.00	0.00	0.00	0.00	0.00

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Water Handyworker 4 (4)	Toronto	Handyman/woman Helper Hydrants & Valves	29.52	30.69	31.89	33.10	34.09
	Toronto	Handyman/woman Helper Water Valve Mtnce					
	Toronto	Cleaner Sewer					
	York	Scrubber Assistant					
	Metro	Handy Worker Gr 3					
	East York	Utilities Maintenance Crew (Sewers)					
Yard Attendant 1	Toronto	Yard Attendant	29.52	30.69	31.89	33.10	34.09
10M Ski Centre Servicer			30.03	31.22	32.44	33.67	34.68
Arborist 3	Etobicoke	Forestry Handyperson	30.03	31.22	32.44	33.67	34.68
	Toronto	Groundworker – Forestry (Supernumerary)					
	Toronto	Parks Pruner					
	York	Arborist in Training					
Asphalt Concrete Worker 2	East York	Transportation Asphalt/Concrete Crew	30.03	31.22	32.44	33.67	34.68
	Etobicoke	Concrete Finish/Formset					
	Etobicoke	Asphalt Raker					
	Metro	Asphalt & Concrete Finisher					
	Scarborough	Form Setter					
	Scarborough	Cement Finisher					
	Scarborough	Asphalt Raker					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Toronto	Truck Driver – Asphalt Patch Crew					
	Toronto	Asphalt & Concrete Finisher					
	York	Cement Finisher					
	York	Asphalt Raker					
	York	Pitch & Tamperman					
Fabric Assembler & Repairer	Toronto	Fabric Assembler and Repair	30.03	31.22	32.44	33.67	34.68
Ski Center Servicer	North York	Ski Center Servicer	30.03	31.22	32.44	33.67	34.68
Truck Driver	East York	Parks Maintenance Crew	30.03	31.22	32.44	33.67	34.68
	East York	Parks Truck Driver					
	Etobicoke	Parks Operator					
Truck Driver	Etobicoke	Truck Driver 2 (10K & over)					
	Etobicoke	Truck Driver 3 (10K GVW)					
	Metro	Truck Driver					
	North York	Turf Maintenance (Parks)					
	North York	Worker Parks					
	North York	Light Equipment Operator					
	Scarborough	Operator Track with Sandblaster					
	Scarborough	Truck Driver 2.5 T & over					
	Scarborough	Truck Driver Hazardous Materials					
	Scarborough	Operator Parks-Tractor					
	Scarborough	Truck Driver 2.5 T					
	Toronto	Truck Driver Pollution Control					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Toronto	Truck Driver Street Cleaning					
	Toronto	Truck Driver/Washer (Light Duty)					
	Toronto	Truck Driver General					
	Toronto	Truck Driver Property					
	Toronto	Truck Driver Sewer Services					
	Toronto	Truck Driver Forestry					
	Toronto	Truck Driver Parks					
	Toronto	Driver/Labourer					
	Toronto	Truck Driver Emergency Services					
	York	Tandem Truck Operator					
	York	Equipment Operator Medium					
	York	Light Equip. Operator-Sanitation					
	York	Dredger Assistant					
	York	Equipment Operator Light					
Deckhand	Metro	Deckhand	30.23	31.42	32.65	33.89	34.91
Arborist Handyworker			33.38	34.70	36.05	37.42	38.54
Building Operator 2	Etobicoke	Building Maintenance Gr 2	30.81	32.03	33.28	34.54	35.58
	York	Maintenance Person					
Garage Servicer	East York	Fleet Service Crew	30.81	32.03	33.28	34.54	35.58
	East York	Handyman/Woman – Vehicle					
	Etobicoke	Automotive Service Person					
	North York	Garage Servicer (Auto Equip)					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Scarborough	Lubricator					
	Scarborough	Greaser					
	Toronto	Equipment Servicer					
	Toronto	Handyman/woman Vehicle Service					
Gardener 2	East York	Gardener 1	30.81	33.07	34.36	35.67	36.74
	Etobicoke	Grower Gr 2					
	Etobicoke	Handyperson					
	Etobicoke	Gardener Gr 2					
	Metro	Gardener					
	THB	Gardener					
	Toronto	Greenhouse Gardener					
	Toronto	Greenhouse Driver					
	Toronto	Outside Gardener					
	York	Class 2 Tradesman (Horticulture)					
	York	Horticulturist in Training					
General Handyworker 2	Etobicoke	Handyperson	30.81	32.03	33.28	34.54	35.58
	Metro	Handy Worker Gr 2					
	North York	M& C Craftsperson					
	Toronto	Handyman/woman Gr 2 Machine Shop					
	Toronto	Construction Handyman/woman Property					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Toronto	General Maintenance Worker					
	Toronto	City Hall Maintenance Worker					
	York	Class 2 Tradesman					
Greenskeeper			30.81	32.03	33.28	34.54	35.58
Grower 2			30.81	32.03	33.28	34.54	35.58
Natural Resource Worker 2 (1)			0.00	0.00	0.00	0.00	0.00
Parks Handyworker 2	East York	Facilities Technician – Equip & Structure	30.81	32.03	33.28	34.54	35.58
	Metro	Handyworker Gr 2					
	Scarborough	Maintenance Man					
	Scarborough	Class 2 Tradesman Operator					
	Toronto	Parks Maintenance Technician Greenskeeper					
Plant Maintenance Operator 2	Metro	Plant Operator Gr 2	30.81	32.03	33.28	34.54	35.58
Toronto Island Parks HW & Bus Operator			30.81	32.03	33.28	34.54	35.58
Traffic Handyworker 2	Toronto	Handyman/wm's Helper Traffic Signs & Pavement	30.81	32.03	33.28	34.54	35.58
	East York	Transportation Traffic Crew 1					
	York	Traffic Handyman 2					
Wide Area Mower Operator			30.81	32.03	33.28	34.54	35.58
Arborist 2	Etobicoke	Tree Climber Gr 2	31.24	32.47	40.32	41.85	43.11
	Metro	Arborist Gr 2					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	North York	Tree Climber					
	Scarborough	Arborist 1					
	Scarborough	Arborist					
	Toronto	Tree Pruner					
	York	Arborist					
Driver/Loader-Solid Waste	East York	Recycling Truck Driver/Loader	31.24	32.47	33.74	35.02	36.07
	East York	Sanitation Truck Driver/Loader					
	Etobicoke	Solid Waste Operator					
	Etobicoke	Recycling Operator					
	Etobicoke	Driver Loader – Tandem					
	Etobicoke	Driver Loader					
	North York	Recycling Operator					
	North York	Truck Driver Fr End Garbage					
	North York	Driver Loader					
	North York	Truck Driver (Side Loader)					
	North York	White Goods Driver					
	North York	Truck Driver (Garbage)					
	Scarborough	Driver Loader – Tandem Axle					
	Scarborough	Driver Loader					
	Toronto	Truck Driver Loader – MM & S					
	Toronto	Truck Driver MM & S					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Toronto	Truck Driver – Bulk Lift (Supernumerary)					
	Toronto	Truck Driver – Recyclable Material (Supernumerary)					
	Toronto	Truck Driver Side Loader Operations					
Solid Waste Collection Operator			31.24	33.51	34.82	36.14	37.22
Stationary Engineer 4th Class	Etobicoke	Maintenance Mechanic Gr 1	31.24	32.47	33.74	35.02	36.07
	Etobicoke	Maintenance Mechanic Gr 2					
	Metro	Heat Treatment Operator					
	Metro	Assistant Heat Treatment Operator					
	Metro	Heat Systems Operator					
	Toronto	4th Class Stationary Engineer					
Arena Pool Operator 1	East York	Equipment Operator II Rinks	31.46	32.70	33.98	35.27	36.33
	East York	Facilities & Pool Operator III					
	East York	Facilities Rink Operator (B ticket)					
	East York	Facilities Rink Operator					
	Etobicoke	Arena Maintenance Grade 1					
	Leaside CC	Head Ice Technician					
	Leaside	Arena Operator (Leaside)					
	North York	A.I.R. Operator Grade 1					
	Scarborough	Arena Operator					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Toronto	Refrigeration Compressor Operator/Labourer M					
	Toronto	Refrigeration Compressor Operator B					
	Toronto	Refrigeration Compressor Operator/Labourer P					
	York	Arena Operator 1					
Water Handyworker 3 (4)	Toronto	Leak Detection Technician Gr 2	31.46	32.70	33.98	35.27	36.33
	Toronto	Handyman/woman Hydrants & Valves					
	Toronto	Handyman/woman – Toronto Island Water Works					
	East York	Utilities Maintenance & Repairs Crew 1					
	Toronto	Handyman/woman Water Valve Maint					
	Toronto	Handyman/woman Pollution Control					
	Toronto	Maintenanceman/ woman Sewage Pumping Stn.					
	York	Water Serviceman					
	York	Sewer Serviceman					
	York	Leadhand B					
	North York	SS Labourer (S.W & Rds Mtnce)					
	Scarborough	Night Patrol					
	Metro	Handy Worker Gr 2					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Toronto	Handyman/woman Sewer Flow Recorders					
	Toronto	Handyman/woman Sewage Pumping Stns.					
	Etobicoke	Taping Machine Operator					
	Etobicoke	Sewage Lift Stations Maintenance					
	Etobicoke	Equipment Repair Person					
	Etobicoke	Hydrant Repair Person					
Water Maintenance Worker 3			31.46	32.70	33.98	35.27	36.33
Ambulance Liaison Officer - Step 1			31.67	32.92	34.20	35.50	36.57
Ambulance Liaison Officer - Step 2			32.39	33.67	34.98	36.31	37.40
Ambulance Liaison Officer - Step 3			33.69	35.02	36.39	37.77	38.90
Ambulance Liaison Officer - Step 4			34.85	36.23	37.64	39.07	40.24
Training Technician - Step 1			31.67	32.92	34.20	35.50	36.57
Training Technician - Step 2			32.39	33.67	34.98	36.31	37.40
Training Technician - Step 3			33.69	35.02	36.39	37.77	38.90
Training Technician - Step 4			34.85	36.23	37.64	39.07	40.24
Water Service Technician 2			31.97	33.23	34.53	35.84	36.92
Equipment Repair Technician	Metro	Equipment Repair Technician	31.97	34.70	36.05	37.42	38.54
Heavy Equipment Operator (HEO)	East York	Transportation HEO	31.97	34.27	35.61	36.96	38.07
	Etobicoke	Equipment Operator 1					
	Etobicoke	Truck Driver 1 (30K and over)					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Etobicoke	Equipment Operator 3					
	Etobicoke	Equipment Operator 2					
	Metro	Heavy Construction Equip Operator					
	Metro	HEO					
	North York	HEO					
	North York	Sewer Jet Vac Operator					
	North York	Boom Truck Operator					
	Scarborough	HEO					
	Scarborough	Tractor Trailer Driver					
	Toronto	HEO Underground					
	Toronto	Backhoe Operator					
	Toronto	HEO					
	Toronto	Boom Truck Operator					
	Toronto	HEO Boom & Front End Loader					
	Toronto	Truck Driver Heavy Water Meter					
	Toronto	HEO Street Cleaning					
	Toronto	Crane Truck Operator					
	Toronto	HEO Surface					
Heavy Equipment Operator (HEO)	York	Emergency Night Patrol					
	York	HEO					
Irrigation Technician	Scarborough	Irrigation Technician	31.97	34.27	35.61	36.96	38.07
Natural Resources Worker			31.97	33.23	34.53	35.84	36.92

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Refuse Crane Operator	Metro	Refuse Crane Operator	31.97	33.23	34.53	35.84	36.92
Sign Maker	Scarborough	Signcraft Technician	31.97	33.23	34.53	35.84	36.92
	Toronto	Sign Maker – Operations					
	East York	Transportation Sign Maker					
	North York	Graphics Technician					
	York	Sign Painter					
	Toronto	Handyman (Sign Engraver)					
	Etobicoke	Sign Fabricator					
Water Handyworker 2 (4)	East York	Utilities Maintenance & Repairs Crew (Sewers)	31.97	33.23	34.53	35.84	36.92
	Etobicoke	Camera Truck Operator					
	Etobicoke	Power Bucket Operator					
	Etobicoke	Field Investigator – Utilities					
	North York	Leadhand – Closed Circ TV Oper					
	North York	Sr SS Labourer (Sewer Water)					
	North York	Patrol Worker					
	Scarborough	GLO/Spare Pump Operator					
	Scarborough	Gang Leader Operator					
	Toronto	Hydraulic & Rodding Machine Sewer Cleaning Operator					
	Toronto	Handyman/Woman Sewer Cleaning					
	York	Water & Sewer Investigator					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	York	Emergency Service Technician					
Yard Clerk 2	Scarborough	Yard Clerk	31.97	33.23	34.53	35.84	36.92
	Scarborough	Inquiry Clerk – General Services					
	Etobicoke	Clerk Works					
	North York	Yard Clerk					
Yard Clerk 2	Toronto	Mail Car Driver (D-Sur)					
	East York	Operations Support Clerk					
	Toronto	Handyman/woman Unit Clerk & Shop					
Vehicle & Equip Preparation Technician (1)			0.00	0.00	0.00	0.00	0.00
Central Water Servicer 2			32.54	33.83	35.15	36.49	37.58
Communications/Dispatch Clerk 2 (4)	East York	Operation Security	0.00	0.00	0.00	0.00	0.00
	Etobicoke	Radio Control Clerk					
	North York	Dispatcher					
	Scarborough	Communications Clerk					
	York	Dispatcher					
	York	Watchman					
Parks Development Maintenance Operator			33.38	34.70	36.05	37.42	38.54
Recycling Operator - One Person		Recyclable Operator 1 Person	32.54	33.83	35.15	36.49	37.58
Stationary Engineer 3rd Class	Toronto	3rd Class Stationary Engineer	32.54	33.83	35.15	36.49	37.58
	Metro	Assistant Heat Recovery Operator					
Traffic Counter Technician	Metro	Traffic Counter Technician	32.54	33.83	35.15	36.49	37.58
	Scarborough	Electronic Equip Repairman					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Toronto	Traffic Counter					
Crew Scheduler - Step 1		Crew Scheduler	32.74	34.03	35.36	36.70	37.80
Crew Scheduler - Step 2			33.44	34.76	36.12	37.49	38.61
Crew Scheduler - Step 3			34.82	36.20	37.61	39.04	40.21
Crew Scheduler - Step 4			36.00	37.42	38.88	40.36	41.57
Plant Technician Wastewater - Step 1			32.98	34.28	35.62	36.97	38.08
Plant Technician Wastewater - Step 2			35.05	36.43	37.85	39.29	40.47
Plant Technician Wastewater - Step 3			37.13	38.60	40.11	41.63	42.88
Plant Technician Wastewater - Step 4			41.24	42.87	44.54	46.23	47.62
Plant Technician Water - Step 1			32.98	34.28	35.62	36.97	38.08
Plant Technician Water - Step 2			35.05	36.43	37.85	39.29	40.47
Plant Technician Water - Step 3			37.13	38.60	40.11	41.63	42.88
Plant Technician Water - Step 4			41.24	42.87	44.54	46.23	47.62
Transmission Technician 1 (1)			34.15	35.50	36.88	38.28	39.43
Transmission Technician - Step 1			32.98	34.28	35.62	36.97	38.08
Transmission Technician - Step 2			35.05	36.43	37.85	39.29	40.47
Transmission Technician - Step 3			37.13	38.60	40.11	41.63	42.88
Transmission Technician - Step 4			41.24	42.87	44.54	46.23	47.62
Developmental Plant Technician - Step 1			32.99	34.30	35.64	36.99	38.10
Developmental Plant Technician - Step 2			35.05	36.44	37.86	39.30	40.48
Developmental Plant Technician - Step 3			37.12	38.58	40.08	41.60	42.85
Building Operator 1	East York	Facilities Blg Systems Technician	33.13	34.44	35.78	37.14	38.25

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Etobicoke	Building Maintenance Gr 1					
	Metro	Building Operator					
	North York	Building Maintenance Man/wm					
	Toronto	Maintenance Technician					
Building Systems Operator In Training	Scarborough	Building Systems Operator in Training	33.13	34.44	35.78	37.14	38.25
Communications/Dispatch Clerk 1 (4)			0.00	0.00	0.00	0.00	0.00
Fleet & Maintenance Technician (Rehab)			33.13	34.44	35.78	37.14	38.25
Fleet Technician			45.00	46.78	48.60	50.45	51.96
Marine Engineer 2	Metro	Marine Engineer	39.88	41.46	43.08	44.72	46.06
	Metro	Marine Hoisting Engineer					
Parks Monitor	Etobicoke	Parks Monitor	33.13	34.44	35.78	37.14	38.25
Yard Clerk 1	York	Yard Clerk	33.13	34.44	35.78	37.14	38.25
	Scarborough	Senior Yard Clerk					
	East York	Operations Administration 2					
Asphalt Concrete Worker 1	East York	Transportation Surface Crew	33.38	34.70	36.05	37.42	38.54
	Etobicoke	Roads Leadhand					
	Toronto	Handyman/woman Surface					
Asphalt Concrete Worker 1	Toronto	Handyman/woman Surface Asphalt					
	Toronto	Handyman/woman Surface Concrete					
Gardener 1	East York	Parks Gardener	33.38	34.70	36.05	37.42	38.54
	Etobicoke	Grower Gr 1					
	Etobicoke	Gardener Gr 1					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Scarborough	Senior Gardener					
	Scarborough	Gardener Gr 1					
	Toronto	Gardener Grower					
	Toronto	Senior Outside Gardener					
	York	Class 1 Lead Hand (Horticulture)					
General Handyworker 1	Metro	Handyworker Gr 1	33.38	34.70	36.05	37.42	38.54
	Toronto	Bulk Lift Serviceman/woman					
	Toronto	Handyman/woman Gr 1 Machine Shop					
	York	Class 1 Leadhand					
Golf Handyworker			33.38	34.70	36.05	37.42	38.54
Grower 1			33.38	34.70	36.05	37.42	38.54
Marine Handyworker			33.38	34.70	36.05	37.42	38.54
Materials Management Clerk 2	East York	Parks Maintenance & Equip Control	33.38	34.70	36.05	37.42	38.54
	East York	Storekeeper					
	Etobicoke	Stores Person Gr 1					
	Etobicoke	Storeperson Gr 2					
	Metro	Stockkeeper					
	North York	Stockkeeper Gr 2 (Yards)					
	North York	Stockeeper (Yards)					
	Scarborough	Stockkeeper					
	Scarborough	Stock Clerk					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Scarborough	Stock Clerk (Parks)					
	Scarborough	Tool Crib Attendant					
	Toronto	Shop Storekeeper & Tool Repair					
Materials Management Clerk 2	Toronto	Storekeeper					
	Toronto	Storesman/woman					
	Toronto	Equipment Custodian					
	Toronto	Stockkeeper- Operations					
	Toronto	Stockkeeper MM & S					
Natural Resource Worker 1 (1)			31.30	32.54	33.81	35.09	36.14
Parks Handyworker 1	Cityhome	Landscape Leadhand	33.38	34.70	36.05	37.42	38.54
	East York	Parks Maintenance & Repair Crew					
	East York	Parks Pesticide Crew					
	Etobicoke	Parks Lead Hand					
	Scarborough	Gang Leader Operator					
	Scarborough	Park Attendant					
	Toronto	Development & Maintenance Handyman/woman					
	York	Class 1 Lead Hand					
Plant Maintenance Operator 1	Metro	Plant or Station Maint. Worker Gr 1	33.38	34.70	36.05	37.42	38.54
Plant Operator Gr 1 (4)			31.30	32.54	33.81	35.09	36.14
Traffic Handyworker 1	East York	Transportation Traffic Crew II	33.38	34.70	36.05	37.42	38.54
	Etobicoke	Sign Erector					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Etobicoke	Paint Stripe Machine Operator					
	North York	Semi-Skilled Labourer Traffic					
	North York	SS Labourer (Traffic)					
	Scarborough	Traffic Patrolman					
	Toronto	Sr. Handyman/woman Traffic Signs					
	Toronto	Handyman/woman Traffic Signs & Pavement					
	Toronto	Core Drill & Concrete Saw Operator					
	York	Traffic Handyman 1					
	York	Traffic Maintenance 1					
Water Handyworker 1 (4)	Scarborough	Service Person	33.38	34.70	36.05	37.42	38.54
	Toronto	Handyman/woman Underground					
	Toronto	Technican Sewage Pumping Station					
Water Services Technician (4)			33.55	34.88	36.24	37.62	38.75
Custodian 1	Cityhome	Senior Resident Superintendent	33.55	34.88	36.24	37.62	38.75
	Metro	Project Superintendent					
	Metro	Caretaker Grade 1					
	North York	Head Caretaker – Memorial Hall					
	North York	Head Caretaker					
	Scarborough	Custodial Supervisor					
	Toronto	Head Caretaker					
Landfill Site Controller	Metro	Landfill Site Controller	33.55	34.88	36.24	37.62	38.75

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Auto Mechanic Apprentice (Pilot) - Year 1 (2)			34.14	35.49	36.87	38.27	39.42
Auto Mechanic Apprentice (Pilot) - Year 2 (2)			34.97	36.35	37.77	39.21	40.39
Auto Mechanic Apprentice (Pilot) - Year 3 (2)			36.18	37.61	39.08	40.57	41.79
Auto Mechanic Apprentice (Pilot) - Year 4 (2)			37.02	38.48	39.98	41.50	42.75
Auto Mechanic Apprentice (Pilot) - Year 5 (2)			38.60	40.12	41.68	43.26	44.56
Auto Mechanic Apprentice (Pilot) - Year 6 (2)			39.88	41.46	43.08	44.72	46.06
Auto Mechanic Apprentice (Pilot) - Year 7 (2)			40.65	42.26	43.91	45.58	46.95
Auto Mechanic Apprentice Program - Year 1 (3)			28.85	29.99	31.16	32.34	33.31
Auto Mechanic Apprentice Program - Year 2 (3)			30.11	31.30	32.52	33.76	34.77
Auto Mechanic Apprentice Program - Year 3 (3)			31.31	32.55	33.82	35.11	36.16
Auto Mechanic Apprentice Program - Year 4 (3)			32.58	33.87	35.19	36.53	37.63
Auto Mechanic Apprentice Program - Year 5 (3)			33.79	35.12	36.49	37.88	39.02
Auto Mechanic Apprentice Program - Year 6 (3)			39.88	41.46	43.08	44.72	46.06
Auto Mechanic Apprentice Program - Year 7 (3)			40.64	42.25	43.90	45.57	46.94
Electrical Technician	Metro	Electrical Maintenance Worker GR 2	34.15	35.50	36.88	38.28	39.43
	North York	Public Address Technician					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	North York	Electrical Servicer					
	Toronto	Sound Technician					
	Toronto	Electrical Technician Traffic Counters					
	Toronto	Electrical Technician Traffic Devices					
Meter Reader (4)	East York	Water Revenue Inspector 1	0.00	0.00	0.00	0.00	0.00
	North York	Senior Meter Reader					
	North York	Meter Reader					
	Scarborough	Meter Reader A					
	Scarborough	Meter Reader					
Small Engine Mechanic	East York	Fleet Mechanic (Small Engine)	37.34	38.81	40.32	41.85	43.11
	Etobicoke	Maintenance Mechanic Grade 1					
	Etobicoke	Handyperson – Parks					
	Metro	Handy Worker Gr 1 (Parks)					
	North York	Parks Equipment Repairer Gr 2					
	Scarborough	Small Equipment Repairman					
	Toronto	Equipment Custodian and Repairer					
	Toronto	Small Engine Technician					
	York	Small Engine Technician					
	York	Small Engine Repairman					
Water Infrastructure Worker			34.15	35.50	36.88	38.28	39.43
Bridge Worker	Metro	Bridge Worker	34.85	36.23	37.64	39.07	40.24
	Toronto	Bridgeman/woman					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Heavy Construction Operator			34.85	37.27	40.32	41.85	43.11
Leadhand	Scarborough	Assistant Foreman	0.00	0.00	0.00	0.00	0.00
	Scarborough	Chief Arena Operator					
	North York	Crew Leader					
	Etobicoke	Parks Maintenance Gr 2					
Leadhand - Mel Lastman Square	North York	Lead Hand (Mel Lastman Sq)	34.85	36.23	37.64	39.07	40.24
Leadhand Arborist			34.85	38.81	43.08	44.72	46.06
Leadhand Facilities PF&R (1)			34.85	36.23	37.64	39.07	40.24
Logistics Technician			34.85	36.23	37.64	39.07	40.24
Leadhand Parks PF&R (1)			34.85	36.23	37.64	39.07	40.24
Leadhand Ravines PF&R (1)			34.85	36.23	37.64	39.07	40.24
Transmission Worker			34.85	36.23	37.64	39.07	40.24
Utility Excavation Operator			34.85	36.23	37.64	39.07	40.24
Water Maintenance Worker 2			34.85	38.81	40.32	41.85	43.11
Water Maintenance Worker 2 Construction			34.85	38.81	40.32	41.85	43.11
Animal Care & Control Officer 2	East York	Animal Care Worker II	35.04	36.42	37.84	39.28	40.46
	East York	Animal Care Worker I					
	Etobicoke	Animal Patrol Officer					
	Etobicoke	Temporary Animal Patrol					
	Metro	Animal Control Officer					
	North York	Animal Control Officer					
	Scarborough	Animal Care Officer					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Toronto	Animal Control Officer					
	Toronto	Inspector Animal Control					
	York	Animal Control Investigator					
Fuel & Logistics Coordinator			37.34	38.81	40.33	41.86	43.12
Leadhand Horticultural PF&R (1)			37.34	38.81	40.32	41.85	43.11
Leadhand Mechanical & Maintenance PF&R (1)			37.34	38.81	40.32	41.85	43.11
Leadhand Natural Resources			37.34	38.81	40.32	41.85	43.11
Leadhand Parks Development PF&R (1)			37.34	38.81	40.32	41.85	43.11
Leadhand Ski Hill Operator Centennial (1)			37.34	38.81	40.32	41.85	43.11
Animal Control Officer 1			43.92	45.65	47.43	49.23	50.71
Animal Control Officer 2			39.88	41.46	43.08	44.72	46.06
Animal Health Technician			34.85	36.23	37.64	39.07	40.24
Registered Veterinary Technician			41.24	42.87	44.54	46.23	47.62
High Park Animal Keeper			34.85	36.23	37.64	39.07	40.24
Inspector Transportation Services - Step 1			35.17	36.56	37.99	39.43	40.61
Inspector Transportation Services - Step 2			36.25	37.68	39.15	40.64	41.86
Inspector Transportation Services - Step 3			37.36	38.84	40.35	41.88	43.14
Inspector Transportation Services - Step 4			38.53	40.05	41.61	43.19	44.49
Field Investigator - Roads	Etobicoke	Field Investigator – Roads	35.39	36.79	38.22	39.67	40.86
Greenhouse Foreperson			35.39	36.79	38.22	39.67	40.86
Sub-Foreperson - Mel Lastman Square			35.39	36.79	38.22	39.67	40.86

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Certified Pool Technician			34.85	36.23	37.64	39.07	40.24
Auto Body Repairer	Toronto	Auto Body Repairer	36.00	37.42	38.88	40.36	41.57
	York	Spray Painter					
Central Water Servicer 1			36.00	37.42	38.88	40.36	41.57
Locksmith	North York	Locksmith	36.00	37.42	38.88	40.36	41.57
	North York	Locksmith (Parks)					
Maintenance Mechanic Facilities Ops			36.00	37.42	38.88	40.36	41.57
Operational Services Worker			37.34	38.81	40.32	41.85	43.11
Oxygen Equipment Technician	Metro	Oxygen Equipment Technician	36.00	37.42	38.88	40.36	41.57
Painter	Scarborough	M&C Craftsman (Painter)	36.00	37.42	38.88	40.36	41.57
	Metro	Painter					
	East York	Facilities Painter					
	Toronto	Painter General					
	North York	M & C Craftsperson					
Tree Nursery Technician	Toronto	Tree Nursery Technician	36.00	37.42	38.88	40.36	41.57
Water Service Technician 1			36.00	37.42	38.88	40.36	41.57
Crane Operator Mobile 2			37.34	38.81	40.32	41.85	43.11
Inspector (4)							
Leadhand Ski Hill Operator Earl Bales (1)			39.47	41.03	42.63	44.25	45.58
Marine Steam Engineer	Metro	Marine Steam Engineer	39.88	41.46	43.08	44.72	46.06
Materials Management Clerk 1	Etobicoke	Stores Keeper	37.34	38.81	40.32	41.85	43.11
	North York	Senior Storekeeper					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Scarborough	Senior Stock Clerk					
	York	Senior Storekeeper					
Water Maintenance Worker 1			37.34	38.81	40.32	41.85	43.11
Welder 3	Etobicoke	Maintenance Mechanic Gr 1	37.34	38.81	40.32	41.85	43.11
	Etobicoke	Welder Fabricator					
	Metro	Welder Gr 3					
	North York	Welder/Fitter					
	Scarborough	Welder Maint. Man					
	Toronto	Automotive Welder					
	Toronto	Welder					
	Toronto	Blacksmith Welder					
	Toronto	Blacksmith					
	York	Welder					
Animal Care & Control Officer 1	North York	Senior Animal Control Officer	39.47	41.03	42.63	44.25	45.58
	North York	Animal Control Education Officer					
	North York	Head Pound Attendant					
	Scarborough	Animal Centre Operations Assistant					
	Toronto	Sr. Animal Control Officer					
Bricklayer (4)	Metro	Brick & Stone Mason	0.00	0.00	0.00	0.00	0.00
	Scarborough	M&C Craftsman (Mason)					
	York	Bricklayer					
Carpenter	East York	Facilities Carpenter	39.47	41.03	42.63	44.25	45.58

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Etobicoke	Carpenter					
	Etobicoke	Carpenter/Locksmith					
	Metro	Carpenter					
	North York	Carpenter					
	North York	Crew Leader					
	Scarborough	M&C Craftsman (Carpenter)					
	THB	Historic Site Technician					
Gas Fitter	Metro	Maintenance Worker/Gas Fitter	39.47	41.03	42.63	44.25	45.58
	Scarborough	M&C Craftsman (Oil & Gas Mechanic)					
	Scarborough	M&C Craftsman					
	Toronto	Oil & Gas Burner Serv Mechanic					
Stationary Engineer 2nd Class	Metro	Heat Recovery Operator	39.47	41.03	42.63	44.25	45.58
Sub-Foreman (Equip Repair)	North York	Sub-Foreman (Equip Repair)	39.47	41.03	42.63	44.25	45.58
Stationary Engineer Operator - Step 1			39.47	41.03	42.63	44.25	45.58
Stationary Engineer Operator - Step 2			39.88	41.46	43.08	44.72	46.06
Stationary Engineer Operator - Step 3			40.26	41.85	43.48	45.13	46.48
Stationary Engineer Operator - Step 4			41.24	42.87	44.54	46.23	47.62
Automotive Mechanic 3			39.88	41.46	43.08	44.72	46.06
Heavy Equipment Technician (1)			39.88	41.46	43.08	44.72	46.06
Maintenance Mechanic Foreperson	Etobicoke	Maintenance Mechanic Foreperson	39.88	42.49	44.15	45.83	47.20
Refrigeration & Air Conditioning Mechanic	North York	HVAC Servicer	39.88	41.46	43.08	44.72	46.06
	Scarborough	M&C Craftsman (Refrigeration &A/C)					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Metro	HVAC Mechanic					
	East York	Facilities HVAC Technician					
	Cityhome	Maintenance Technician					
	Toronto	Mechanical Equip Maint Worker					
	Etobicoke	HVAC Technician					
Refrigeration & Filtration Mechanic	Toronto	Refrigeration and Filtration Mechanic	39.88	41.46	43.08	44.72	46.06
Paramedic Level 1 - Step 1			42.13	43.79	46.59	48.36	49.81
Paramedic Level 1 - Step 2			42.96	44.66	47.49	49.29	50.77
Paramedic Level 1 - Step 3			44.77	46.54	49.45	51.33	52.87
Paramedic Level 1 - Step 4			46.23	48.06	51.03	52.97	54.56
Paramedic Level 1 - Step 5			48.57	49.07	52.07	54.05	55.67
Paramedic Level 1 - Step 6			47.21	50.49	53.55	55.58	57.25
Nursery Technician	Toronto	Nursery Technician	40.79	42.40	44.05	45.72	47.09
Provincial Offences Officer - Forestry	North York	Provincial Offences Officer – Forestry	40.79	42.40	44.05	45.72	47.09
Senior Crew Scheduler			40.79	42.40	44.05	45.72	47.09
Automotive Mechanic 2	East York	Automotive Mechanic III	41.24	48.18	50.06	51.96	53.52
	East York	Automotive Mechanic II					
	East York	Fleet Mechanic (Vehicles)					
	East York	Automotive Mechanic 1					
	Etobicoke	Auto Mechanic Gr 1					
	Etobicoke	Auto Mechanic Gr 2					
	Metro	Automotive Mechanic Gr 1					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Metro	Heavy Equip Mechanic					
	North York	Automotive Mechanic					
	Scarborough	Mechanic					
	Scarborough	Licensed Mechanic					
	Toronto	Automotive Mechanic					
	York	Mechanic					
Electrician	Cityhome	Licensed Electrician	41.24	43.91	45.62	47.35	48.77
	Etobicoke	Maintenance Electrician					
	Metro	Electrical Maintenance Worker Gr 1					
	North York	Electrician					
	Scarborough	M&C Craftsman (Electrician)					
Electronic Technician	Metro	Electronic Technician	41.24	42.87	44.54	46.23	47.62
	Metro	Instrument Technician					
Industrial Millwright	Metro	Industrial Mechanic/Millwright	41.24	43.91	45.62	47.35	48.77
Machinist (4)	Metro	General Machinist	0.00	0.00	0.00	0.00	0.00
	Metro	Machinist					
	Metro	Machinist					
	Toronto	Machinist					
	York	Machinist					
Plant Technician		Plant Technician	41.24	42.87	44.54	46.23	47.62
Plumber	Cityhome	Licensed Plumber	41.24	43.91	45.62	47.35	48.77
	Metro	Plumber/Steam Fitter					

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	North York	Crew Leader					
	Scarborough	M&C Craftsman (Plumber)					
	Toronto	Plumbing Technician					
	Toronto	Plumber's Helper					
	York	Plumber Welder					
Welder 2	Metro	Welder Gr 1	41.24	44.17	45.89	47.63	49.06
	Metro	Welder Gr 2					
Inspector Technical Services And Water - Step 1			41.33	42.96	44.64	46.34	47.73
Inspector Technical Services And Water - Step 2			42.59	44.27	46.00	47.75	49.18
Inspector Technical Services And Water - Step 3			43.89	45.62	47.40	49.20	50.68
Inspector Technical Services And Water - Step 4			45.26	47.05	48.88	50.74	52.26
Field Training Officer Level 1 - Step 1			43.81	45.54	48.41	50.25	51.76
Field Training Officer Level 1 - Step 2			44.68	46.44	49.34	51.21	52.75
Field Training Officer Level 1 - Step 3			46.55	48.39	51.37	53.32	54.92
Field Training Officer Level 1 - Step 4			48.09	49.99	53.03	55.05	56.70
Field Training Officer Level 1 - Step 5			49.10	51.04	54.12	56.18	57.87
Field Training Officer Level 1 - Step 6			50.52	52.52	55.66	57.78	59.51
Operating Engineer (4)	Metro	Dozer/Scraper Ops Local 793	0.00	0.00	0.00	0.00	0.00
Welder 1 (4)	Toronto	Welder Lead Hand	0.00	0.00	0.00	0.00	0.00

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
	Scarborough	Senior Welder Maint, Man					
Electrical Instrument Control Technician (EICT)							
Electrical Instrument Control Technician - Step 1			41.24	42.87	44.54	46.23	47.62
Electrical Instrument Control Technician - Step 2			41.96	43.62	45.32	47.04	48.45
Electrical Instrument Control Technician - Step 3			42.81	44.50	46.24	48.00	49.44
Electrical Instrument Control Technician - Step 4			43.77	45.50	47.27	49.07	50.54
Automotive Mechanic 1	North York	Subforeman/wm (Auto Mech)	43.77	45.50	47.27	49.07	50.54
	York	Lead Hand Mechanic					
Building Maintenance Co-Ordinator	York	Bldg Maintenance Co-ordinator	43.77	45.50	47.27	49.07	50.54
Marine Engineer 1	Metro	Marine Engineer Gr 2	43.77	45.50	47.27	49.07	50.54
Senior Radio Communications Technician			43.77	45.50	47.27	49.07	50.54
Paramedic Level 3 - Step 1			46.22	48.76	51.78	53.83	55.44
Paramedic Level 3 - Step 2			47.61	50.23	53.31	55.42	57.08
Paramedic Level 3 - Step 3			48.99	51.68	54.81	56.97	58.68
Paramedic Level 3 - Step 4			51.01	53.82	57.04	59.29	61.07
Paramedic Level 2 - Step 1			47.21	49.07	52.07	54.05	55.67
Paramedic Level 2 - Step 2			48.57	50.49	53.55	55.58	57.25
Field Training Officer Level 3 - Step 1			48.08	50.72	53.81	55.94	57.62

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Job Classification	Former City	Former Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Field Training Officer Level 3 - Step 2			49.52	52.24	55.39	57.58	59.31
Field Training Officer Level 3 - Step 3			50.93	53.73	56.94	59.19	60.97
Field Training Officer Level 3 - Step 4			53.04	55.96	59.26	61.60	63.45
Field Training Officer Level 2 - Step 1			49.10	51.04	54.12	56.18	57.87
Field Training Officer Level 2 - Step 2			50.52	52.52	55.66	57.78	59.51
Technician (4)	Scarborough	Technician	0.00	0.00	0.00	0.00	0.00
Critical Care Transport			59.13	62.38	65.94	68.54	70.60
Field Training Officer Critical Care			61.50	64.88	68.53	71.24	73.38

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited

Alphabetical Schedule "A"

This alphabetical listing of classifications is for ease of reference only and does not represent Schedule A of the Collective Agreement

Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
10M Arena Operator	29.03	30.18	31.36	32.55	33.53
10M Arena Pool Operator 2	29.52	30.69	31.89	33.10	34.09
10M Labourer 2	27.34	28.42	29.53	30.65	31.57
10M Light Equipment Operator 2	28.21	29.32	30.46	31.62	32.57
10M Parks Handyworker 2	30.81	32.03	33.28	34.54	35.58
10M Parks Handyworker 3	29.38	30.54	31.73	32.94	33.93
10M Ski Centre Servicer	30.03	31.22	32.44	33.67	34.68
Ambulance Liaison Officer - Step 1	31.67	32.92	34.20	35.50	36.57
Ambulance Liaison Officer - Step 2	32.39	33.67	34.98	36.31	37.40
Ambulance Liaison Officer - Step 3	33.69	35.02	36.39	37.77	38.90
Ambulance Liaison Officer - Step 4	34.85	36.23	37.64	39.07	40.24
Animal Attendant	29.52	34.70	36.05	37.42	38.54
Animal Cadaver Responder		30.54	31.89	33.10	34.09
Animal Care & Control Officer 1	39.47	41.03	42.63	44.25	45.58
Animal Care & Control Officer 2	35.04	36.42	37.84	39.28	40.46
Animal Control Officer 1	43.92	45.65	47.43	49.23	50.71
Animal Control Officer 2	39.88	41.46	43.08	44.72	46.06
Animal Control Officer Trainee		35.24	36.61	38.01	39.15
Animal Health Technician	34.85	36.23	37.64	39.07	40.24

Footnote Legend: (1) Preliminary rate of pay; (2) Rates for employees in apprenticeship program prior to July 31, 2009; (3) Rates for employees in apprenticeship program after July 31, 2009; (4) Delimited
This alphabetical listing of classification is for ease of reference only and does not represent Schedule "A" of the Collective Agreement.

Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Animal Services Representative	25.34	26.34	27.37	28.41	29.26
Arborist 2	31.24	32.47	40.32	41.85	43.11
Arborist 3	30.03	31.22	32.44	33.67	34.68
Arborist Handyworker	33.38	34.70	36.05	37.42	38.54
Arena Operator	29.03	30.18	31.36	32.55	33.53
Arena Pool Operator 1	31.46	32.70	33.98	35.27	36.33
Arena Pool Operator 2	29.52	30.69	31.89	33.10	34.09
Asphalt Concrete Worker 1	33.38	36.23	37.64	39.07	40.24
Asphalt Concrete Worker 2	30.03	31.22	32.44	33.67	34.68
Auto Body Repairer	36.00	37.42	38.88	40.36	41.57
Auto Mechanic Apprentice (Pilot) - Year 1 (2)	34.14	35.49	36.87	38.27	39.42
Auto Mechanic Apprentice (Pilot) - Year 2 (2)	34.97	36.35	37.77	39.21	40.39
Auto Mechanic Apprentice (Pilot) - Year 3 (2)	36.18	37.61	39.08	40.57	41.79
Auto Mechanic Apprentice (Pilot) - Year 4 (2)	37.02	38.48	39.98	41.50	42.75
Auto Mechanic Apprentice (Pilot) - Year 5 (2)	38.60	40.12	41.68	43.26	44.56
Auto Mechanic Apprentice (Pilot) - Year 6 (2)	39.88	41.46	43.08	44.72	46.06
Auto Mechanic Apprentice (Pilot) - Year 7 (2)	40.65	42.26	43.91	45.58	46.95
Auto Mechanic Apprentice Program - Year 1 (3)	28.85	29.99	31.16	32.34	33.31
Auto Mechanic Apprentice Program - Year 2 (3)	30.11	31.30	32.52	33.76	34.77
Auto Mechanic Apprentice Program - Year 3 (3)	31.31	32.55	33.82	35.11	36.16
Auto Mechanic Apprentice Program - Year 4 (3)	32.58	33.87	35.19	36.53	37.63
Auto Mechanic Apprentice Program - Year 5 (3)	33.79	35.12	36.49	37.88	39.02

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This alphabetical listing of classification is for ease of reference only and does not represent Schedule “A” of the Collective Agreement.

Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Auto Mechanic Apprentice Program - Year 6 (3)	39.88	41.46	43.08	44.72	46.06
Auto Mechanic Apprentice Program - Year 7 (3)	40.64	42.25	43.90	45.57	46.94
Automotive Mechanic 1	43.77	45.50	47.27	49.07	50.54
Automotive Mechanic 2	41.24	48.18	50.06	51.96	53.52
Automotive Mechanic 2 Apprentice (1-2000 HOURS) 60%		28.91	30.04	31.18	32.12
Automotive Mechanic 2 Apprentice (2001-4000 HOURS) 65%		31.32	32.54	33.78	34.79
Automotive Mechanic 2 Apprentice (4001-6000 HOURS) 70%		33.73	35.05	36.38	37.47
Automotive Mechanic 2 Apprentice (6000+ HOURS) 80%		38.54	40.04	41.56	42.81
Automotive Mechanic 3	39.88	46.58	48.40	50.24	51.75
Automotive Mechanic 3 Apprentice (1-2000 HOURS) 60%		27.95	29.04	30.14	31.04
Automotive Mechanic 3 Apprentice (2001-4000 HOURS) 65%		30.28	31.46	32.66	33.64
Automotive Mechanic 3 Apprentice (4001-6000 HOURS) 70%		32.61	33.88	35.17	36.23
Automotive Mechanic 3 Apprentice (6000+ HOURS) 80%		37.26	38.71	40.18	41.39
Bricklayer (4)	0.00	0.00	0.00	0.00	0.00
Bridge Worker	34.85	36.23	37.64	39.07	40.24
Building Maintenance Co-Ordinator	43.77	45.50	47.27	49.07	50.54
Building Operator 1	33.13	34.44	35.78	37.14	38.25
Building Operator 2	30.81	32.03	33.28	34.54	35.58
Building Systems Operator In Training	33.13	34.44	35.78	37.14	38.25
Carpenter	39.47	41.03	42.63	44.25	45.58
Central Water Servicer 1	36.00	37.42	38.88	40.36	41.57
Central Water Servicer 2	32.54	33.83	35.14	36.48	37.57

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This alphabetical listing of classification is for ease of reference only and does not represent Schedule “A” of the Collective Agreement.

Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Certified Pool Technician	34.85	36.23	37.64	39.07	40.24
Communications/Dispatch Clerk 1 (4)	0.00	0.00	0.00	0.00	0.00
Communications/Dispatch Clerk 2 (4)	0.00	0.00	0.00	0.00	0.00
Courier	29.38	30.54	31.73	32.94	33.93
Crane Operator Mobile 2	37.34	38.81	40.32	41.85	43.11
Crew Scheduler - Step 1	32.74	34.03	35.36	36.70	37.80
Crew Scheduler - Step 2	33.44	34.76	36.12	37.49	38.61
Crew Scheduler - Step 3	34.82	36.20	37.61	39.04	40.21
Crew Scheduler - Step 4	36.00	37.42	38.88	40.36	41.57
Critical Care Transport	59.13	62.38	65.94	68.54	70.60
Custodian 1	33.55	34.88	36.24	37.62	38.75
Custodian 2	28.56	29.69	30.85	32.02	32.98
Custodian 3	25.34	26.34	27.37	28.41	29.26
Deckhand	30.23	31.42	32.65	33.89	34.91
Developmental Plant Technician - Step 1	32.99	34.30	35.64	36.99	38.10
Developmental Plant Technician - Step 2	35.05	36.44	37.86	39.30	40.48
Developmental Plant Technician - Step 3	37.12	38.58	40.08	41.60	42.85
Driver/Loader-Solid Waste	31.24	32.47	33.74	35.02	36.07
Electrical Instrument Control Technician - Step 1	41.24	43.91	45.62	47.35	48.77
Electrical Instrument Control Technician - Step 2	41.96	44.66	46.40	48.16	49.60
Electrical Instrument Control Technician - Step 3	42.81	45.54	47.32	49.12	50.59
Electrical Instrument Control Technician - Step 4	43.77	46.54	48.35	50.19	51.70

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This alphabetical listing of classification is for ease of reference only and does not represent Schedule "A" of the Collective Agreement.

Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Electrical Instrument Control Technician (EICT)		0.00	0.00	0.00	0.00
Electrical Technician	34.15	35.50	36.88	38.28	39.43
Electrician	41.24	43.91	45.62	47.35	48.77
Electronic Technician	41.24	42.87	44.54	46.23	47.62
Engineering Students Wrkg As Const Insp. (4)	0.00	0.00	0.00	0.00	0.00
Environmental Technology Coop Student		28.42	29.53	30.65	31.57
Equipment Repair Technician	31.97	34.70	36.05	37.42	38.54
Fabric Assembler & Repairer	30.03	31.22	32.44	33.67	34.68
Field Investigator - Roads	35.39	36.79	38.22	39.67	40.86
Field Training Officer Critical Care	61.50	64.88	68.53	71.24	73.38
Field Training Officer Level 1 - Step 1	43.81	45.54	48.41	50.25	51.76
Field Training Officer Level 1 - Step 2	44.68	46.44	49.34	51.21	52.75
Field Training Officer Level 1 - Step 3	46.55	48.39	51.37	53.32	54.92
Field Training Officer Level 1 - Step 4	48.09	49.99	53.03	55.05	56.70
Field Training Officer Level 1 - Step 5	49.10	51.04	54.12	56.18	57.87
Field Training Officer Level 1 - Step 6	50.52	52.52	55.66	57.78	59.51
Field Training Officer Level 2 - Step 1	49.10	51.04	54.12	56.18	57.87
Field Training Officer Level 2 - Step 2	50.52	52.52	55.66	57.78	59.51
Field Training Officer Level 3 - Step 1	48.08	50.72	53.81	55.94	57.62
Field Training Officer Level 3 - Step 2	49.52	52.24	55.39	57.58	59.31
Field Training Officer Level 3 - Step 3	50.93	53.73	56.94	59.19	60.97
Field Training Officer Level 3 - Step 4	53.04	55.96	59.26	61.60	63.45

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Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Fleet & Maintenance Technician (Rehab)	33.13	34.44	35.78	37.14	38.25
Fleet Technician (1)	45.00	46.78	48.60	50.45	51.96
Fleet Truck & Coach Technician Apprentice (1-2000 HOURS) 60%		28.43	29.54	30.66	31.58
Fleet Truck & Coach Technician Apprentice (2001-4000 HOURS) 65%		30.80	32.00	33.22	34.22
Fleet Truck & Coach Technician Apprentice (4001-6000 HOURS) 70%		33.17	34.46	35.77	36.84
Fleet Truck & Coach Technician Apprentice (6000+ HOURS) 80%		37.90	39.38	40.88	42.11
Fleet Truck & Coach Technician Full Time 100%		47.38	49.23	51.10	52.63
Float Operator		34.70	40.32	41.85	43.11
Fuel & Logistics Coordinator	37.34	44.12	45.84	47.58	49.01
Fuel & Logistics Coordinator Apprentice (1-2000 HOURS) 60%		26.47	27.50	28.55	29.41
Fuel & Logistics Coordinator Apprentice (2001-4000 HOURS) 65%		28.68	29.80	30.93	31.86
Fuel & Logistics Coordinator Apprentice (4001-6000 HOURS) 70%		30.88	32.08	33.30	34.30
Fuel & Logistics Coordinator Apprentice (6000+ HOURS) 80%		35.30	36.68	38.07	39.21
Garage Servicer	30.81	32.03	33.28	34.54	35.58
Gardener 1	33.38	34.70	36.05	37.42	38.54
Gardener 2	30.81	33.07	34.36	35.67	36.74
Gardener 3 (1)	29.38	30.54	31.73	32.94	33.93
Gas Fitter	39.47	41.03	42.63	44.25	45.58
General Handyworker 1	33.38	34.70	36.05	37.42	38.54
General Handyworker 2	30.81	32.03	33.28	34.54	35.58
General Handyworker 3	29.38	30.54	31.73	32.94	33.93

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Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Golf Handyworker	33.38	34.70	36.05	37.42	38.54
Greenhouse Foreperson	35.39	36.79	38.22	39.67	40.86
Greenskeeper	30.81	32.03	33.28	34.54	35.58
Grower 1	33.38	34.70	36.05	37.42	38.54
Grower 2	30.81	32.03	33.28	34.54	35.58
Heavy Construction Operator	34.85	37.27	40.32	41.85	43.11
Heavy Equipment Operator (HEO)	31.97	34.27	35.61	36.96	38.07
Heavy Equipment Technician	39.88	41.46	43.08	44.72	46.06
High Park Animal Keeper	34.85	36.23	37.64	39.07	40.24
HVAC Technician		43.91	45.62	47.35	48.77
Industrial Millwright Apprentice - Step 1	24.74	26.35	27.37	28.41	29.26
Industrial Millwright Apprentice - Step 2	28.87	30.74	31.93	33.15	34.14
Industrial Millwright Apprentice - Step 3	32.99	35.13	36.50	37.88	39.02
Industrial Millwright Apprentice - Step 4	37.12	39.52	41.06	42.62	43.89
Industrial Millwright	41.24	43.91	45.62	47.35	48.77
Inspector (4)	0.00	0.00	0.00	0.00	0.00
Inspector ECS & Water		42.96	44.64	46.34	47.73
Inspector ECS & Water		44.27	46.00	47.75	49.18
Inspector ECS & Water		45.62	47.40	49.20	50.68
Inspector ECS & Water		47.05	48.88	50.74	52.26
Inspector Technical Services And Water - Step 1	41.33	42.96	44.64	46.34	47.73
Inspector Technical Services And Water - Step 2	42.59	44.27	46.00	47.75	49.18

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Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Inspector Technical Services And Water - Step 3	43.89	45.62	47.40	49.20	50.68
Inspector Technical Services And Water - Step 4	45.26	47.05	48.88	50.74	52.26
Inspector Transportation Services - Step 1	35.17	36.56	37.99	39.43	40.61
Inspector Transportation Services - Step 2	36.25	37.68	39.15	40.64	41.86
Inspector Transportation Services - Step 3	37.36	38.84	40.35	41.88	43.14
Inspector Transportation Services - Step 4	38.53	40.05	41.61	43.19	44.49
Irrigation Technician	31.97	34.27	35.61	36.96	38.07
Labourer 1 (4)	29.52	30.69	31.88	33.09	34.09
Labourer 2	27.34	28.42	29.53	30.65	31.57
Labourer 3/Student	23.40	24.32	25.27	26.23	27.02
Landfill Operator	27.34	28.42	29.53	30.65	31.57
Landfill Site Controller	33.55	34.88	36.24	37.62	38.75
Lead hand Facilities & Construction		38.81	40.32	41.85	43.11
Leadhand	0.00	0.00	0.00	0.00	0.00
Leadhand - Mel Lastman Square	34.85	36.23	37.64	39.07	40.24
Leadhand Arborist	34.85	38.81	43.08	44.72	46.06
Leadhand Facilities PF&R	34.85	36.23	37.64	39.07	40.24
Leadhand Horticultural PF&R	37.34	38.81	40.32	41.85	43.11
Leadhand Mechanical & Maintenance PF&R	37.34	38.81	40.32	41.85	43.11
Leadhand Natural Resources	37.34	38.81	40.32	41.85	43.11
Leadhand Parks Development PF&R	37.34	38.81	40.32	41.85	43.11
Leadhand Parks PF&R	34.85	36.23	37.64	39.07	40.24

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This alphabetical listing of classification is for ease of reference only and does not represent Schedule “A” of the Collective Agreement.

Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Leadhand Ravines PF&R	34.85	36.23	37.64	39.07	40.24
Leadhand Ski Hill Operator Centennial	37.34	38.81	40.32	41.85	43.11
Leadhand Ski Hill Operator Earl Bales	39.47	41.03	42.63	44.25	45.58
Light Equipment Operator 1	29.38	30.54	31.73	32.94	33.93
Light Equipment Operator 2	28.21	29.32	30.46	31.62	32.57
Locksmith	36.00	37.42	38.88	40.36	41.57
Logistics Technician	34.85	36.23	37.64	39.07	40.24
Machinist (4)	0.00	0.00	0.00	0.00	0.00
Maintenance & Equipment Operator		30.54	31.73	32.94	33.93
Maintenance Mechanic Facilities Ops	36.00	37.42	38.88	40.36	41.57
Maintenance Mechanic Foreperson	39.88	42.49	44.15	45.83	47.20
Marine Engineer 1	43.77	45.50	47.27	49.07	50.54
Marine Engineer 2	39.88	41.46	43.08	44.72	46.06
Marine Handyworker	33.38	34.70	36.05	37.42	38.54
Marine Oiler	28.65	29.78	30.94	32.12	33.08
Marine Steam Engineer	39.88	41.46	43.08	44.72	46.06
Materials Management Clerk 1	37.34	38.81	40.32	41.85	43.11
Materials Management Clerk 2	33.38	34.70	36.05	37.42	38.54
Meter Reader (4)	0.00	0.00	0.00	0.00	0.00
Millwright Coop Student		28.42	29.53	30.65	31.57
Natural Resource Worker 1 (1)	0.00	0.00	0.00	0.00	0.00
Natural Resource Worker 2 (1)	0.00	0.00	0.00	0.00	0.00

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This alphabetical listing of classification is for ease of reference only and does not represent Schedule "A" of the Collective Agreement.

Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Natural Resources Worker	31.97	33.23	34.53	35.84	36.92
Nursery Technician	40.79	42.40	44.05	45.72	47.09
Operating Engineer (4)	0.00	0.00	0.00	0.00	0.00
Operational Services Worker	37.34	38.81	43.08	44.72	46.06
Oxygen Equipment Technician	36.00	37.42	38.88	40.36	41.57
Painter	36.00	37.42	38.88	40.36	41.57
Paramedic Level 1 - Step 1	42.13	43.79	46.59	48.36	49.81
Paramedic Level 1 - Step 2	42.96	44.66	47.49	49.29	50.77
Paramedic Level 1 - Step 3	44.77	46.54	49.45	51.33	52.87
Paramedic Level 1 - Step 4	46.23	48.06	51.03	52.97	54.56
Paramedic Level 1 - Step 5	47.21	49.07	52.07	54.05	55.67
Paramedic Level 1 - Step 6	48.57	50.49	53.55	55.58	57.25
Paramedic Level 2 - Step 1	47.21	49.07	52.07	54.05	55.67
Paramedic Level 2 - Step 2	48.57	50.49	53.55	55.58	57.25
Paramedic Level 3 - Step 1	46.22	48.76	51.78	53.83	55.44
Paramedic Level 3 - Step 2	47.61	50.23	53.31	55.42	57.08
Paramedic Level 3 - Step 3	48.99	51.68	54.81	56.97	58.68
Paramedic Level 3 - Step 4	51.01	53.82	57.04	59.29	61.07
Parks Development Maintenance Operator	33.38	34.70	36.05	37.42	38.54
Parks Handyworker 1	33.38	34.70	36.05	37.42	38.54
Parks Handyworker 2	30.81	32.03	33.28	34.54	35.58
Parks Handyworker 3	29.38	30.54	31.73	32.94	33.93

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This alphabetical listing of classification is for ease of reference only and does not represent Schedule “A” of the Collective Agreement.

Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Parks Monitor	33.13	34.44	35.78	37.14	38.25
Patroller 1 (4)	0.00	0.00	0.00	0.00	0.00
Patroller 2 (4)	0.00	0.00	0.00	0.00	0.00
PF&R Custodian	27.34	28.42	29.53	30.65	31.57
Plant Maintenance Operator 1	33.38	34.70	36.05	37.42	38.54
Plant Maintenance Operator 2	30.81	32.03	33.28	34.54	35.58
Plant Operator Gr 1 (4)	31.30	32.54	33.81	35.09	36.14
Plant Technician	41.24	42.87	44.54	46.23	47.62
Plant Technician Wastewater - Step 1	32.98	34.28	35.62	36.97	38.08
Plant Technician Wastewater - Step 2	35.05	36.43	37.85	39.29	40.47
Plant Technician Wastewater - Step 3	37.13	38.60	40.11	41.63	42.88
Plant Technician Wastewater - Step 4	41.24	42.87	44.54	46.23	47.62
Plant Technician Water - Step 1	32.98	34.28	35.62	36.97	38.08
Plant Technician Water - Step 2	35.05	36.43	37.85	39.29	40.47
Plant Technician Water - Step 3	37.13	38.60	40.11	41.63	42.88
Plant Technician Water - Step 4	41.24	42.87	44.54	46.23	47.62
Plumber	41.24	43.91	45.62	47.35	48.77
Pool Operator	29.03	30.18	31.36	32.55	33.53
Provincial Offences Officer - Forestry	40.79	42.40	44.05	45.72	47.09
Recycling Operator - One Person	32.54	33.83	35.15	36.49	37.58
Refrigeration & Air Conditioning Mechanic	39.88	41.46	43.08	44.72	46.06
Refrigeration & Filtration Mechanic	39.88	41.46	43.08	44.72	46.06

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Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Refuse Crane Operator	31.97	33.23	34.53	35.84	36.92
Registered Veterinary Technician	41.24	42.87	44.54	46.23	47.62
Senior Crew Scheduler	40.79	42.40	44.05	45.72	47.09
Senior Radio Communications Technician	43.77	45.50	47.27	49.07	50.54
Sign Maker	31.97	33.23	34.53	35.84	36.92
Ski Center Servicer	30.03	31.22	32.44	33.67	34.68
Small Engine Mechanic	37.34	38.81	40.32	41.85	43.11
Solid Waste Collection Operator	31.24	33.51	34.82	36.14	37.22
Station Operator GR 4	28.70	29.83	31.00	32.18	33.14
Stationary Engineer 2nd Class	39.47	41.03	42.63	44.25	45.58
Stationary Engineer 3rd Class	32.54	33.83	35.15	36.49	37.58
Stationary Engineer 4th Class	31.24	32.47	33.74	35.02	36.07
Stationary Engineer Operator - Step 1	39.47	41.03	42.63	44.25	45.58
Stationary Engineer Operator - Step 2	39.88	41.46	43.08	44.72	46.06
Stationary Engineer Operator - Step 3	40.26	41.85	43.48	45.13	46.48
Stationary Engineer Operator - Step 4	41.24	42.87	44.54	46.23	47.62
Sub-Foreman (Equip Repair)	39.47	41.03	42.63	44.25	45.58
Sub-Foreperson - Mel Lastman Square	35.39	36.79	38.22	39.67	40.86
Technician (4)	0.00	0.00	0.00	0.00	0.00
Ticket Collector	25.34	26.34	27.37	28.41	29.26
Toronto Island Parks HW & Bus Operator	30.81	32.03	33.28	34.54	35.58
Traffic Counter Technician	32.54	33.83	35.15	36.49	37.58

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Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Traffic Handyworker 1	33.38	34.70	36.05	37.42	38.54
Traffic Handyworker 2	30.81	32.03	33.28	34.54	35.58
Training Technician - Step 1	31.67	32.92	34.20	35.50	36.57
Training Technician - Step 2	32.39	33.67	34.98	36.31	37.40
Training Technician - Step 3	33.69	35.02	36.39	37.77	38.90
Training Technician - Step 4	34.85	36.23	37.64	39.07	40.24
Transfer Station Operator	28.21	29.32	30.46	31.62	32.57
Transmission Technician - Step 1	32.98	34.28	35.62	36.97	38.08
Transmission Technician - Step 2	35.05	36.43	37.85	39.29	40.47
Transmission Technician - Step 3	37.13	38.60	40.11	41.63	42.88
Transmission Technician - Step 4	41.24	42.87	44.54	46.23	47.62
Transmission Technician 1 (1)	34.15	35.50	36.88	38.28	39.43
Transmission Worker	34.85	36.23	37.64	39.07	40.24
Tree Nursery Technician	36.00	37.42	38.88	40.36	41.57
Truck Driver	30.03	31.22	32.44	33.67	34.68
Utility Excavation Operator	34.85	36.23	37.64	39.07	40.24
Utility Servicer 2 (4)	29.38	30.54	31.73	32.94	33.93
Vehicle & Equip Preparation Technician (1)	0.00	0.00	0.00	0.00	0.00
Veterinarian Trainee		36.44	37.86	39.30	40.48
Veterinary Technician 1		42.87	44.54	46.23	47.62
Veterinary Technician 2		36.23	37.64	39.07	40.24
Veterinary Technician Trainee		30.80	32.00	33.22	34.21

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Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Wastewater Treatment Plant Worker	29.38	30.54	31.73	32.94	33.93
Watchperson	27.34	28.42	29.53	30.65	31.57
Water Handyworker 1 (4)	33.38	34.70	36.05	37.42	38.54
Water Handyworker 2 (4)	31.97	33.23	34.53	35.84	36.92
Water Handyworker 3 (4)	31.46	32.70	33.98	35.27	36.33
Water Handyworker 4 (4)	29.52	30.69	31.89	33.10	34.09
Water Infrastructure Worker	34.15	35.50	36.88	38.28	39.43
Water Maintenance Worker 1	37.34	41.46	43.08	44.72	46.06
Water Maintenance Worker 2	34.85	38.81	40.32	41.85	43.11
Water Maintenance Worker 2 Construction	34.85	38.81	40.32	41.85	43.11
Water Maintenance Worker 3	31.46	32.70	33.98	35.27	36.33
Water Metering Technician		36.23	40.32	41.85	43.11
Water Service Technician 1	36.00	41.46	43.08	44.72	46.06
Water Service Technician 2	31.97	33.23	34.53	35.84	36.92
Water Services Technician (4)	33.55	34.88	36.24	37.62	38.75
Water/Wastewater Equipment Operator		37.27	38.72	40.19	41.40
Welder 1 (4)	0.00	0.00	0.00	0.00	0.00
Welder 2	41.24	44.17	45.89	47.63	49.06
Welder 3	37.34	38.81	40.32	41.85	43.11
Wide Area Mower Operator	30.81	32.03	33.28	34.54	35.58
Yard Attendant 1	29.52	30.69	31.89	33.10	34.09
Yard Attendant 2	28.21	29.32	30.46	31.62	32.57

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This alphabetical listing of classification is for ease of reference only and does not represent Schedule "A" of the Collective Agreement.

Job Classification	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026	Jan. 1 2027	Jan. 1 2028
Yard Clerk 1	33.13	34.44	35.78	37.14	38.25
Yard Clerk 2	31.97	33.23	34.53	35.84	36.92

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Appendix "B" to the Job Evaluation Award

Job Classification	Former City	Former Classification	Dec. 30, 2004
Ambulance Conversion Fitter – Step 1	Metro		20.69
Ambulance Conversion Fitter – Step 2	Metro		21.31
Ambulance Conversion Fitter – Step 3	Metro		21.81
Ambulance Holding Room Attendt (Rehab)	Metro		23.04
Animal Care & Control Officer 1 35 Hrs (4)	Scarborough	Animal Centre Operations Assistant	27.91
	Toronto	Sr. Animal Control Officer	
	N. York	Senior Animal Control Officer	
	N. York	Animal Control Education Officer	
	N. York	Head Pound Attendant	
Animal Care & Control Officer 2 35 Hrs (4)	Scarborough	Animal Centre Operations Assistant	24.78
	Toronto	Sr. Animal Control Officer	
	N. York	Senior Animal Control Officer	
	N. York	Animal Control Education Officer	
	N. York	Head Pound Attendant	
Building Systems Operator	Scarborough	Building Systems Operator	26.08
Burner Mechanic	Metro	Burner Mechanic	24.43
	York	Burner Operator	
Chemical Operator	Metro	Chemical Operator	21.29
Chlorine Maintenance Worker	Metro	Chlorine Maintenance Worker	21.77
Equipment Retrieval & Service Technician	Metro		23.05
Equipment Servicer	Toronto	Senior Recreation Repair Tech	21.64
	Toronto	Recreation Equipment Repair Tech	

Farm Labourer	Toronto	Farm Labourer	19.77
First Aid Instructor	Metro		23.04
Handyperson (Modified Duties)	Etobicoke	Handyperson (Modified Duties)	21.17
Lather	Scarborough	M&C Craftsman (Lather)	26.33
Machine Shop Helper	Toronto	Machine Shop Helper	20.27
Maintenance Person – Works	Etobicoke	Maintenance Works	19.71
Parking Meter Technician	North York	Meter Technician	21.64
	North York	Lot & Garage Technician	
	Toronto	Technician Parking Meters	

Appendix "C" – Return to Work Information

TORONTO

Return to Work Information

All City of Toronto Employees (except Local 79)

Section A: To be completed by the worker or employer

Worker information		
WSIB Claim Number		Employee Number
First Name	Last Name	Home Telephone Number
Home Address (Street Number, Street Name, Suite/Unit Number, City/Town, Province, Postal Code)		
Date of Injury/Onset of Illness (yyyy-mm-dd)		Area of Injury(if applicable)
Job at time of Injury/Illness		
Division	Work Address (Street Number, Street Name, Suite/Unit Number, City/Town, Province, Postal Code)	
Supervisor Name (First, Last)	Work Telephone Number	Alternate Telephone Number

Section B: To be completed by health professional and returned to the worker:

☐ **Initial Form** ☐ **Follow-Up Form**

Injury/Illness Information	
Nature of Injury/Illness: ☐ medical illness ☐ injury (please indicate)	
Estimated Recovery Time:	Is Complete Recovery Expected: ☐ Yes ☐ No
Please specify further treatment required, if any:	

Ability to Work (check only one)

☐ Able to return to work immediately without restrictions

☐ Able to return to modified duties. Modified duties arerecommended for_____days or_____weeks

☐ Unable to participate in any work, including modified duties for_____days or_____weeks

If the worker has any functional limitations please check the necessary precaution(s)

Strength Demands	**Abilities**	**Abilities**	**Abilities**
☐ Lifting floor to knuckle	☐ No loads >20 kg	☐ No loads >10 kg	☐ Occasional lifting only
☐ Lifting knuckle to chest	☐ No loads >20 kg	☐ No loads >10kg	☐ Occasional lifting only
☐ Lifting above chest	☐ No loads >20 kg	☐ No loads >10kg	☐ Occasional lifting only
☐ Carrying	☐ No loads >20 kg	☐ No loads >10	☐ Occasional carrying only
☐ Pushing/Pulling	☐ No heavy pushing/pulling	☐ Occasional pushing/pulling	☐ Avoid pushing/pulling
☐ Hand Function	☐ Avoid repetitive hand motion	☐ No strong gripping	☐ Avoid gripping
☐ Reaching	☐ No prolonged overhead reaching	☐ No overhead reaching	☐ Avoid any reaching
☐ Sitting	☐ No prolonged sitting		
☐ Standing	☐ No prolonged standing	☐ Avoid standing	
☐ Walking	☐ No prolonged walking	☐ Avoid uneven ground	☐ Avoid walking
☐ Climbing stairs/ladders	☐ Occasional climbing only	☐ No ladder climbing	
☐ Stooping/Bending	☐ No prolonged stooping/bending	☐ Occasional stooping/bending only	☐ Avoid stooping/bending
☐ Crouching/Kneeling	☐ No prolonged crouching/kneeling	☐ Occasional crouching/kneeling only	☐ Avoid crouching/kneeling

Behavioural/Cognitive Restrictions and/or Limitations

Complete this section if the medical condition has resulted in a restriction/limitation. Check all that apply

☐ Yes, see below. ☐ Not Applicable

Behavioural/Cognitive Demands			
☐ Ability for self-supervision	☐ Performance of multiple tasks	☐ Tolerance of confrontational situations	☐ Numeric skills
☐ Ability to supervise others	☐ Tolerance to distracting stimuli	☐ Responsibility and accountability	☐ Communication
☐ Ability to tolerate time pressures	☐ Ability to work cooperatively	☐ Reading literacy	☐ Memory
☐ Ability to concentrate and attend to detail	☐ Tolerance of emotional situations	☐ Writing literacy	☐ Computer literacy

Are there are contraindications to the testing process if the City's Disability Management staff recommend this employee for functional testing?

☐ Yes ☐ No

Comments/Specific Limitations: Please describe any additional related precautions or medical restrictions pertaining to: effects of medication, driving vehicles or operating equipment, physical exertion, vibration, work environment, work hours.

_____

_____

Health Professionals Information (PLEASE PRINT):

Name (First, Last)		Position/Title
Address (Street Number, Street Name, Suite/Unit Number, City/Town, Province, Postal Code)		
Telephone Number		Date (yyyy-mm-dd)
Exam Date (yyyy-mm-dd)	Next Appointment Date (yyyy-mm-dd)	
Health Professionals Signature		

Section C: Worker Consent (to be completed by the worker)

I authorize the health professional involved with my treatment to provide me, my employer, and the Workplace Safety and Insurance Board (if applicable) this completed form containing information about any limitations/restrictions affecting my ability to return to work.

X _____

Date:

Human Resources collects personal information on this form under the legal authority of the City of Toronto Act 2006, S.O. 2006, Chapter 11, Schedule A, s. 136 (c), the Workplace Safety and Insurance Act, 1997, S.O. 1997, Chapter 16, Schedule A, s 40(1-2) and the Collective Agreement between Canadian Union of Public Employees, Local 416 and City of Toronto, Article 46.The information is used to administer return to work process.
Questions about this collection can be directed to the Director Occupational, Health & Safety, Human Resources, Metro Hall, 55 John Street, 5th floor, Toronto, Ontario M5V 3C6 or by telephone at 416-392-5028.

General Membership Meetings of the Local shall be held on the 4th Tuesday of February, May, September, and November at 6:00pm.