

**FINAL  
MEMORANDUM OF SETTLEMENT**

**BETWEEN:**

**CITY OF TORONTO  
Hereinafter referred to as the "City"**

**and**

**TORONTO CIVIC EMPLOYEES' UNION (T.C.E.U.), LOCAL 416 (CUPE)  
Hereinafter referred to as the "Union"**

1. The parties herein agree to the terms of this Memorandum and the attached agreed to items as constituting full settlement of all matters in dispute. This Settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals for ratification.
3. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2009, to December 31, 2011.
4. The terms and conditions of the attached agreed to items shall become effective at the beginning of the first pay period following ratification by the parties unless otherwise stated.
5. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement and renewal of the Letters of Agreement which expired on December 31, 2008, save and except the following amendments which are incorporated:
  1. All matters settled and agreed to by the parties (attached hereto) on or prior to the date of this Memorandum of Settlement, on this 29<sup>th</sup> day of July, 2009.

## Memorandum of Settlement

---

2. The following items as set out below:

### ARTICLE 7 – WAGES

#### Memorandum Item

The parties agree to a three (3) year term with wage adjustment increases as follows:

January 1, 2009	1.75%
January 1, 2010	2.00%
January 1, 2011	2.25%

Effective January 1, 2009, increase all rates for classifications payable on December 31, 2008, by one-and-three-quarters percent (1.75%).

No later than sixty (60) days following ratification of the Memorandum of Settlement, said wage increase shall be implemented and each active employee shall receive retroactive pay on 2009 earnings less statutory or other deductions required by law, including union dues.

For the purpose of clarification, all employees who have left for whatever reason, including employees who may have been laid off shall be eligible for retroactive pay on all hours paid.

Effective January 1, 2010, increase all rates for classifications payable on December 31, 2009, by two percent (2%).

Effective January 1, 2011, increase all rates for classifications payable on December 31, 2010, by two and one quarter percent (2.25%).

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

### ARTICLE 10 – SHIFT BONUS

**For clauses 10.01(a), 10.01(b), 10.01(c) and 10.01(d), all shift bonuses are to be increased by the same percentages as the general wage increases:**

Effective <insert date of ratification>: increase by 1.75%;

Effective January 1, 2010: increase by 2.00%;

Effective January 1, 2011: increase by 2.25%.

**ARTICLE 12 – DESIGNATED & STATUTORY HOLIDAYS**

**Amend clause 12.01(a) to add Family Day to the list of designated 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 and Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).

**Memorandum of Settlement**

---

Dated at Toronto this 30th day of July, 2009

**For the Union:**

Mark Ferguson (signed)

---

Dave Hewitt (signed)

---

Ron Johnson (signed)

---

Peter Ouellette (signed)

---

Jim Innes (signed)

---

Bozena Mathlin (signed)

---

Ken Fanjoy (signed)

---

Colin Macdonald (signed)

---

Richard Schepens (signed)

---

Frank DeRenzies (signed)

---

Glenn Fontaine (signed)

---

Peter Buck (signed)

---

Brian Humphrey (signed)

---

Gina Gignac (signed)

---

Darin Jackson (signed)

---

Dave Behan (signed)

---

**For the City:**

Bruce L. Anderson (signed)

---

Rhonda Hamel-Smith (signed)

---

Mike Wiseman (signed)

---

Tracey Wallace (signed)

---

Garth Knox (signed)

---

Denise Balfe (signed)

---

Michael P. White (signed)

---

Martin Bugden (signed)

---

Heather Hunt (signed)

---

Rahim Shamji (signed)

---

## Memorandum of Settlement

---

### ARTICLE 2 – RECOGNITION

#### Amend Letter of Agreement as Follows:

#### 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 14<sup>th</sup> of **each year**. ~~2004~~. 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 15<sup>th</sup>, ~~2003~~, through May 14<sup>th</sup>, ~~2004~~, inclusive **each year**. ~~Therefore, Such~~ a review will commence annually on May 14<sup>th</sup>.
- (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.

#### AMEND CLAUSE 2.02 (b) AND ADD A NEW LETTER OF AGREEMENT AS FOLLOWS:

**2.02 (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(i) (Superior Duties) or Article 29 (Lay-off and Recall/~~Letter of Agreement re Temporary Seasonal Work Opportunities~~) 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:
- ~~(ii)~~ to replace an employee who is absent for any reason;
  - ~~(iii)~~ to work on a special project or undertaking;
  - ~~(iv)~~ to meet unexpected workload demands of a temporary nature.

## Memorandum of Settlement

---

Prior to hiring new temporary employees to perform non-seasonal work, the provisions of clause 23.01 (Superior Duties) 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 29 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. ~~the City may fill the position externally.~~

~~Effective January 1, 2007, prior to hiring a new temporary employee for non-seasonal work, Article 29 (Letter of Agreement re Temporary Seasonal Work Opportunities) shall apply.~~

### NEW – LETTER OF AGREEMENT

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 29) are fulfilled, and the temporary opportunity/assignment is expected to last eight (8) weeks or more, then the Letter of Agreement – Interim Alternate Processes for Article 19 (Part C) shall apply to the temporary posting.

### ARTICLE 3 – UNION REPRESENTATION

**All other clauses in Article 3 to remain status quo.**

**Amend clause 3.11 (a) as follows:**

#### **Occupational Health and Safety Representatives**

- 3.11 (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

## Memorandum of Settlement

---

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.

### Amend clause 3.12 (c) as follows:

#### Leave Of Absence With Pay – Union Business

- 3.12 (c) (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.
- (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, Emergency Medical Services (Ambulance) and **Cluster C/Long-Term Care Homes & Services** ~~Corporate Services~~. In addition to the foregoing are the Outside Division Chair and the Chief of Stewards.
- (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 bi-weekly basis a log outlining which meetings they attended, which City representatives they met with, including the date and times at the meetings. The times not spent in meetings shall also be recorded. Said log shall be provided to the Local Union designate and a copy may be required by the City, so as to ensure accountability can be verified.

## Memorandum of Settlement

---

- (viii) Should any difficulties or concerns arise with respect to the granting by the City of these leaves, the parties President of Local 416 and the Executive Director of Human Resources 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 Tim Armstrong for final resolution.

### ARTICLE 4 –UNION SECURITY

#### Amend clause 4.07 as follows:

- 4.07 Every employee shall notify his/her immediate supervisor of any changes in his/her address, telephone number or emergency contact. The employee's supervisor or designate will make the applicable form available for the employee to complete. Forms are also available on the City's intranet.

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

### ARTICLE 6 – NO DISCRIMINATION OR HARASSMENT

#### Amend clause 6.01 as follows:

- 6.01 The City and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employee of the City 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, national origin, citizenship, political or religious affiliation, sex, sexual orientation, age, marital status, family status, disability, handicap or because of such employee being an officer, steward, committee member or member at large of the Union.

#### Amend clause 6.02 as follows:

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

#### Amend clause 6.03 as follows:

- 6.03 The prohibition within clause 6.01, with respect to handicap or 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 his/her duties of a position by reason of handicap or disability.



## Memorandum of Settlement

---

### ADD New Letter of Agreement:

#### LETTER OF AGREEMENT EMPLOYMENT EQUITY AND DIVERSITY

The parties are mutually committed to creating a diverse workforce reflective of the diverse communities they serve.

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 Executive Director of Human Resources. The committee will have a mandate to explore the potential for implementing special programs, initiatives or activities, including but not limited to:

- Recruitment
- Staff development
- Any systemic barriers identified by the joint committee
- Youth employment, foreign-trained professionals, priority neighbourhoods

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 8 – OVERTIME, CALL BACK AND STANDBY PAY

#### Amend 8.01(d), Definition of Section as follows:

##### Definition of Section

**8.01 (d) (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; Facilities\*; Property Management & Maintenance Services ~~Technical Services~~; Forestry; ~~Plant Production; Conservatories~~; Greenhouse Operations; Marine Services; Golf Courses

\*Should restructuring in Parks, Forestry & Recreation result in changes which require an amendment to the name of the Facilities section, the parties will meet to discuss any updates that may be required to the above clause, prior to the printing of the Collective Agreement.

##### **Solid Waste Management Services Division**

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

## **Memorandum of Settlement**

---

### **Transportation Services Division**

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

### **Technical Services Division**

Sections are: Development Engineering Services; District Engineering Services ~~Works Facilities & Structures~~; Environmental Services; Survey & Mapping Services; Emergency Management Services

### **Toronto Water Division**

Sections are: Water Treatment (plants); Wastewater Treatment (plants); District Operations; Water Supply (formerly Transmission); Construction & Maintenance

### **Facilities & Real Estate Division**

Sections are: Facilities Operations; Custodial Services; Customer Support Services

### **Long Term Care Homes & Services ~~Homes for the Aged~~ Division**

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 ~~Healthy Environments~~ Division**

Sections are: Toronto Animal Services

### **Economic Development, ~~& Culture and Tourism~~**

Sections are: Cultural ~~Affairs~~ **Services**;

### **Revenue Services ~~Finance~~ Division**

Sections are: Meter Reading Services ~~Revenue Services~~

### **Purchasing & Materials Management Division**

Sections are: Materials Management & Stores

### **Renew Letter of Agreement entitled:**

LETTER OF AGREEMENT  
OVERTIME ASSIGNMENT – TORONTO EMS

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

### **Amend Letter of Agreement as follows:**

LETTER OF AGREEMENT

## **Memorandum of Settlement**

---

### 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.

#### **Delete Letter of Agreement entitled:**

LETTER OF AGREEMENT  
STANDBY – TORONTO ANIMAL SERVICES

#### **Delete Letter of Agreement entitled:**

LETTER OF AGREEMENT  
STANDBY – TRANSPORTATION SERVICES

#### **Delete Letter of Agreement entitled:**

LETTER OF AGREEMENT  
STANDBY – TORONTO WATER

### **ARTICLE 9 – HOURS OF WORK**

#### **Delete Letter of Agreement entitled:**

LETTER OF AGREEMENT  
HOURS OF WORK DISCUSSIONS

RENEW LETTER OF AGREEMENT -  
Article 9 – Letter of Agreement – Hours of Work – (Pg. 27 of 2005 – 2008 Collective Agreement)

### **ARTICLE 13 – VACATION SAVINGS PAY AND VACATION WITH PAY**

#### **Renew Letter of Agreement entitled:**

LETTER OF AGREEMENT  
GRANDPARENTING OF YORK EMPLOYEES WITH 4 WEEKS VACATION

#### **Renew Letter of Agreement entitled:**

## Memorandum of Settlement

---

LETTER OF AGREEMENT  
GRANDPARENTING OF EMPLOYEES WITH 6 WEEKS VACATION

### AMEND EXISTING ARTICLE 14 TO ARTICLE 14A AND ADD THE FOLLOWING NEW ARTICLE 14B FOR THE NEW INJURY OR ILLNESS PLAN:

Article 14B - ILLNESS OR INJURY PLAN

#### Illness or Injury Plan (IIP)

14.01 (a) The Illness or Injury Plan ("IIP") shall be effective January 1, 2010. The purpose of the IIP is to provide an eligible employee with income, when he/she is absent from work due to illness or injury, subject to the provisions of this Article.

14.01(b) IIP hours shall be paid for any time lost by reason of illness or injury in accordance with the provisions set out below, except where an award is made under the Workplace Safety and Insurance Act, 1997, as amended.

#### Enrolment

14.02 (a) All employees hired on or after <insert date of ratification> shall be enrolled in the IIP in accordance with the provisions of this Article.

14.02 (b) All employees hired prior to <insert date of ratification> who are in the Sick Pay Plan may elect, on or before November 18, 2009, to transfer to the IIP effective January 1, 2010. Such employees shall elect to either:

- (i) have their sick bank, if any, frozen as at December 31, 2009. Employees who elect this option shall use their capped sick pay credits to offset any shortfalls in their IIP hours in accordance with clause 14.05 (a). Any remaining capped sick pay credits shall be paid out upon "termination of employment" in accordance with clause 14.05 (b); OR
- (ii) receive a payout of their sick bank based on its value at December 31, 2009, and in accordance with the Memorandum of Agreement – Special Payout/Payment Schedule.

14.02 (c) All employees who are in a grand-parented short term disability plan shall be transferred to the IIP on January 1, 2010. Those employees in a grand-parented short term disability plan who have a sick bank shall elect, on or before November 18, 2009, to either:

- (i) retain their frozen sick bank; OR
- (ii) receive a payout based on the value of the sick bank at December 31, 2009;

in accordance with the terms and conditions contained in their grand-parented short term disability plan.

14.02 (d) For the purpose of greater clarity, those employees hired prior to <insert date of ratification> may elect to stay in the Sick Pay Plan and be covered by the provisions of Article 14A.

## Memorandum of Settlement

---

### Eligibility

14.03 An employee shall become eligible to receive IIP hours for absence due to illness or injury commencing the first of the month following the completion of his/her probationary period.

### Definitions

14.04 In this Article:

- (a) "income" shall mean the employee's hourly rate as provided for in Schedule "A";
- (b) "month" shall mean a calendar month;
- (c) an "eligible employee" shall mean an employee who meets criteria set out in clause 14.03 and employees who are transferred to the IIP in accordance with clause 14.02;
- (d) a "grand-parented short term disability plan" is any of the following:
  - (i) the Etobicoke "Sick Leave 1/1/4 Plan"; or
  - (ii) the York "Short-Term Disability Plan";
- (e) the "Sick Pay Plan" is the sick pay accumulation plan described in Article 14A;
- (f) "termination of employment" means termination of employment as defined under clause 15.01.

### Capped Sick Pay Credits

14.05(a) An employee covered under the Sick Pay Plan, and who elected to transfer to the IIP and to freeze his/her sick bank, will have his/her accumulation of sick credits, and service for the purpose of the Sick Pay Gratuity as outlined in Article 15 and the Letters of Agreement/Understanding contained therein, capped as at December 31, 2009. Capped sick pay credits shall be used in the following circumstances:

#### Top-Up from 75% to 100% Pay

- (i) In cases where an employee's IIP payment is at seventy-five percent (75%) in accordance with the chart in clause 14.07(c) below, the employee's capped sick pay credits, if any, shall be used to top-up the difference to one hundred percent (100%) of the employee's hourly rate.

#### Unpaid Illness or Injury Hours

- (ii) Whenever an employee's absence due to illness or injury exceeds his/her IIP hours and he/she has not satisfied the Long-Term Disability elimination period in accordance with clause 16.06, the excess hours of illness or injury shall be regarded as illness or injury leave without pay, except that where an employee has elected to freeze his/her sick bank, such capped credits, if any, shall be used to provide the employee with income for this period.

### Payout of Capped Sick Pay Credits

14.05(b) Any unused capped sick pay credits will be paid out upon "termination of employment", to employees eligible for such a payment, in accordance with the provisions of Article 15 (Sick Pay Gratuity) based on the employee's completed years of service as of December 31, 2009, at the hourly rate of pay of the employee's base position at the time of termination of employment.

## Memorandum of Settlement

---

### Permanent Employees

14.06(a) Permanent employees will be provided with IIP hours at a coverage level of either 100% or 75% of the employee's hourly rate, based on their completed years of service as set out in the chart below up to a maximum of one thousand and forty (1040) IIP hours (approximately 6 months of coverage) per calendar year or per absence that extends beyond the calendar year in which the continuous absence commenced.

### Temporary Employees

14.06(b) The IIP hours that will be provided to a temporary employee will be a pro-rated amount of the one thousand and forty (1040) IIP hours provided to permanent employees as set out in the chart below, based on the total hours paid by him/her (to a maximum of 2080 hours and excluding, i.e., standby hours and any premiums) in the previous calendar year as a percentage of two thousand and eighty (2080) hours.

### Illness or Injury Plan – Hours Chart

14.07(a) An eligible employee will be entitled to IIP hours, if any, at one hundred percent (100%) of his/her hourly rate based on his/her completed years of service as indicated in the chart below (column B or C). The employee will be eligible for the remainder of his/her one thousand and forty (1040) IIP hours, if any, at seventy-five percent (75%) of his/her hourly rate (column D or E).

14.07(b) Employees are only eligible to advance to the next level of coverage based on completed years of service when they are (1) actually at work, or (2) on pre-approved vacation, or (3) on approved Leave of Absence not arising due to illness or injury or (4) any other leave pursuant to the Collective Agreement, not arising due to illness or injury. An employee who is not actually at work will become eligible for the next level of coverage based on completed years of service in accordance with the chart below, upon actually returning to work for a period of at least eighty (80) continuous hours.

## Memorandum of Settlement

14.07(c) IIP hours for employees shall be as provided in the following chart:

IIP HOURS CHART				
Completed Years of Service *	Maximum Number of IIP Hours per calendar year at 100% of HR **		Maximum Number of IIP Hours per calendar year at 75% of HR **	
A	B	C	D	E
	PERM	TEMP (%)	PERM	TEMP (%)
Less than 6 months (<1,040)	0	0	0	0
6 months to less than 1 year (1,040 - <2,080)	80	8%	960	92%
1 year to less than 2 years (2,080 - <4,160)	120	12%	920	88%
2 years to less than 3 years (4,160 - <6,240)	160	16%	880	84%
3 years to less than 4 years (6,240 - <8,320)	240	24%	800	76%
4 years to less than 5 years (8,320 - <10,400)	320	31%	720	69%
5 years to less than 6 years (10,400 - <12,480)	400	39%	640	61%
6 years to less than 7 years (12,480 - <14,560)	480	47%	560	53%
7 years to less than 8 years (14,560 - <16,640)	640	62%	400	38%
8 years to less than 9 years (16,640 - <18,720)	800	77%	240	23%
9 years to less than 10 years (18,720 - <20,800)	960	93%	80	7%
10 years or more (>= 20,800)	1040	100%	0	0

NOTE 1: For permanent and temporary employees, the range within which an employee falls in the above chart is determined by his/her completed years of service.

## Memorandum of Settlement

---

\*\* NOTE 2: In addition to Note 1 above, a temporary employee's IIP hours will be pro-rated based on his/her total hours paid in the previous calendar year in accordance with clause 14.07(d).

### Pro-ration for Temporary Employees

14.07(d) In accordance with clause 14.06(b), the amount of IIP hours for temporary employees shall be as provided in the above chart and as outlined in Steps 1 and 2 below:

Step 1: To determine how many IIP hours a temporary employee is eligible for, complete the following calculation:

$$\frac{\text{Total Hours Paid in Previous Calendar Year}}{2080 \text{ hrs}} \times 1040 = \# \text{ of IIP Hours (to a maximum of 1040 hours)}$$

(For a simple calculation, take your Total Hours Paid in Previous Calendar Year X.5 = Your IIP Hours)

Step 2: To determine the percentage level at which a temporary employee's IIP hours will be paid at either 100% or 75%:

- First go to the Completed Years of Service in column A above and find your range;
- Next, go to column C above to find the percentage of IIP hours paid at 100%;
- Then multiply that percentage by the number of IIP hours calculated in accordance with Step 1 above and as per clause 14.06(b);
- Your remaining IIP hours, if any, will be paid at 75%.

### No Payout or Carry Over

14.08 There is no payout of unused IIP hours. There is no carry over of unused IIP hours from year to year, except when an illness or injury starts in one year and continues into the next calendar year or as provided in clause 14.09(c) below.

### Refreshing of IIP Hours -- January 1<sup>st</sup>

14.09 (a) An eligible employee will receive his/her IIP hours on his/her first regularly scheduled work day on or after January 1<sup>st</sup> of each year, if he/she is: (1) actually at work, or (2) on pre-approved vacation, or (3) on approved Leave of Absence not arising due to illness or injury or (4) any other leave pursuant to the Collective Agreement, not arising due to illness or injury.

14.09 (b) An eligible employee not covered by clause 14.09(a), who is not actually at work on his/her first regularly scheduled work day on or after January 1<sup>st</sup> and immediately prior has been absent due to illness or injury or unauthorized absence and either in receipt of IIP hours or has exhausted his/her IIP hours, will not receive his/her refreshed IIP hours until he/she has actually returned to work for a period of at least eighty (80) continuous regular hours.

14.09 (c) An employee covered by clause 14.09(b) and 14.11(b) shall continue to retain any remaining IIP hours from the previous year and any capped sick pay credits, if any, until they have returned to work for eighty (80) continuous regular hours.



## Memorandum of Settlement

---

14.09 (d) In addition to the objectives set out in clause 16.10, the Benefits Monitoring Committee may address the following issues, in special circumstances:

- (i) refreshing an employee's IIP hours prior to the period of eighty (80) continuous regular hours referred to in 14.09(b);
- (ii) the identification and correction of errors or omissions with respect to an employees' IIP refreshed hours;
- (iii) the provision of additional IIP hours in circumstances where an employee suffers more than one unrelated illness or injury or exhausts IIP hours due to Ill Dependent Leave and has no frozen Sick Bank credits and vacation.
- (iv) the Benefits Monitoring Committee will adjust the advancement through the IIP hours chart, referred to in clause 14.07 (c) for an employee who is or was a temporary employee and hired prior to July 2, 2008, with ten (10) years or more seniority, such that they will be placed at 100% coverage for all eligible IIP hours, as required.

### IIP Hours Upon Return From Approved Leave

14.10 (a) When an employee is given an approved leave of absence for any reason and returns to work at the end of such leave of absence within the same calendar year, he/she shall retain his/her IIP hours, if any, existing at the time of the commencement of such leave.

14.10 (b) When an employee is on approved leave of absence, for any reason, and returns to work at the end of such leave of absence in a later calendar year, such that he/she did not work during the entirety of at least an entire calendar year, he/she shall retain his/her IIP hours existing at the date of the commencement of the leave, until such time as the employee has worked eighty (80) continuous regular hours, at which time his/her IIP hours shall be refreshed in accordance with clauses 14.06 and 14.09 above, as applicable.

### Recall

14.11 (a) When an employee is laid off and is recalled to work within the same calendar year, he/she shall retain his/her IIP hours, if any, existing at time of such layoff.

14.11 (b) Where an employee is laid off and recalled to work in the following calendar year, he/she will have his/her IIP hours refreshed in accordance with clauses 14.06 and 14.09 above, as applicable, as of the first day the employee returns to work.

14.11 (c) When a temporary employee is not recalled, or declines recall in accordance with the Collective Agreement, so that he/she did not work during the entirety of a calendar year, if he/she is subsequently recalled to work, his/her IIP hours will be refreshed, in accordance with clauses 14.06 and 14.09, as applicable, based on the total hours paid by him/her (excluding, i.e., standby hours and any premiums) in the calendar year in which he/she most recently worked.

## **Memorandum of Settlement**

---

### Long Term Disability

14.12 Employees who are absent due to illness or injury for more than one thousand and forty (1040) continuous hours will be eligible for Long Term Disability benefits in accordance with clause 16.06.

### Use of IIP Hours

14.13 (a) The number of paid IIP hours received by an employee shall be deducted from his/her available IIP hours 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 (1/2) day.

14.13 (b) 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 his/her regular rate of pay without deduction from his/her IIP hours, unless a physician states that the employee is fit for further work on that shift.

### Serious Incident

14.14 An employee who is required to attend to a critical incident or is involved in a serious incident or accident, such that he/she is unable to work, shall be permitted to take the remainder of the day off, without loss of pay and benefits.

### Physicians' Certificates

14.15 (a) An employee absent for more than three (3) consecutive working days shall furnish within seven (7) working days from commencement of absence, a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician. The seven (7) day period may be extended by the Division Head if the employee is incapacitated to the extent that he/she is unable to produce the certificate of illness within that period.

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

- (i) provide immediately following such twenty (20) days, a certificate from his/her physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty; and
- (ii) provide further certificates from his/her physician, covering the same information, following each subsequent forty (40) consecutive working days of absence.

### Ill Dependant Leave

14.16 An employee may use up to six (6) days of his/her available IIP hours per calendar year in order to care for ill dependants based on the IIP chart in clause 14.07(c) above. Such absence shall be deducted from the employee's available IIP hours.

### Administration of IIP

14.17 The IIP will be administered in a manner at least consistent with the practices and provisions applicable to the Sick Pay Plan (Article 14A). For greater certainty, occupational illness or injury shall be administered under Article 30 of the Collective Agreement.

## **Memorandum of Settlement**

---

### NEW - Memorandum of Agreement – Transition to IIP

#### Election to Illness or Injury Plan

Within sixty (60) days of <insert date of ratification> the City and Local 416 shall meet to discuss the format of a hard copy communication to employees eligible to transfer to the IIP. Such communication shall include a reference to the employee's current sick bank, if any, a copy of the IIP Plan (Article 14B), the due date for election to IIP and return address information.

No later than October 18, 2009, the City shall inform all employees eligible to transfer to IIP of the requirement to elect, before November 18, 2009, to either transfer to the new IIP plan in accordance with clause 14.02(b) or to elect to remain in the current Sick Pay Plan in accordance with clause 14.01 (Article 14A). The information will be provided to employees in hard copy and mailed to their home address. Employees shall have until November 18, 2009 to respond in writing.

#### Transition to IIP Effective January 1, 2010

Employees electing to transfer to the IIP in accordance with clause 14.02(b) or who are transferred to the IIP in accordance with clause 14.02(c), (an employee covered by a former grand-parented STD Plan) will receive his/her IIP hours on his/her first regularly scheduled work day on or after January 1, 2010 if he/she is: (1) actually at work, or (2) on pre-approved vacation, or (3) on approved Leave of Absence, not arising due to illness or injury or (4) on any other leave pursuant to the Collective Agreement.

#### Deferred Transition Date

An employee who elected to transfer to the IIP, or who is transferred to the IIP in accordance with clause 14.02(c), (an employee covered by a former grand-parented STD Plan) who is absent from work because of illness or injury and who would otherwise be entitled to sick pay under either the Sick Pay Plan or a pre-existing STD Plan shall continue to be covered by the Sick Pay Plan or the pre-existing STD plan until the employee returns to work, after which the employee shall be enrolled in the IIP and eligible to use his/her IIP hours.

### **ARTICLE 14A – SICK PAY PLAN**

NOTE: Article 14 of the 2005-2008 Collective Agreement remains in effect, except as amended below.

ADD new clause 14.01 and renumber the remainder of Article 14A accordingly:

14.01 The Sick Pay Plan set out in this Article 14A applies only to employees hired prior to <insert date of ratification>, who elect, on or before November 18, 2009, to remain in the Sick Pay Plan.

DELETE clause 14.15 of the Collective Agreement

DELETE Schedules 3 and 4 of the Collective Agreement (pages 187 to 192).

ADD new clause 14.XX and renumber the remainder of Article 14A accordingly:

**Memorandum of Settlement**

14.XX The Sick Pay Gratuity and the Letters of Agreement/Understanding which are set out in Article 15 apply only to employees hired prior to <insert date of ratification>, 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 14.02(b)(i) of Article 14B.

AMEND clause 13.16 as follows:

13.16(a) An employee absent because of illness or injury who has exhausted his/her sick pay credits/illness or Injury hours and capped sick pay credits, if any, may use vacation pay credits owing to him/her 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 Articles 14A or 14B will apply.

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

AMEND ALL APPLICABLE SECTIONS OF THE COLLECTIVE AGREEMENT TO REFLECT THE NEW IIP LANGUAGE

**MEMORANDUM OF AGREEMENT – SPECIAL PAYOUT/PAYMENT SCHEDULE**

**I. Special Payout For Employees with Sick Bank Who Elect a Payout**

All employees hired prior to <insert date of ratification> who have a Sick Bank and who elect, on or before November 18, 2009, to receive a payout and transfer to the Illness or Injury Plan (“IIP”) on January 1, 2010, as per clause 14.02(b)(ii), shall receive a payout based upon the following formula:		
YEARS OF SERVICE (A)	CURRENT SLP PAYOUT FORMULA* (B)	SPECIAL PAYOUT (C)
At Least 25 years	50% of Bank to Maximum of 6 months	Current SLP payout formula x (2.75% for each year of service)
At Least 20 years and Less than 25 years	50% of Bank to Maximum of 5 months	Current SLP payout formula x (2.75% for each year of service)
At Least 15 years and Less than 20 years	50% of Bank to Maximum of 4 months	Current SLP payout formula x (2.75% for each year of service)
At Least 10 years and Less than 15 years	50% of Bank to Maximum of 3 months	Current SLP payout formula x (2.75% for each year of service)
Less than 10 years	Zero	For the purpose of this Special Payout Only -- [50% of Bank to Maximum of 3 months] X (2.75% for each year of service)

## Memorandum of Settlement

---

\*Note: Eligible employees of the former City of Toronto or Borough of East York or any other applicable plan have a payout formula whereby they receive 100% rather than 50% of Bank to the applicable maximum based on their service. Any other employee covered by a grandparented short term disability plan with a different payout option shall receive such payout as per their grandparented STD plan.

### II. Payout For Employees in Grandparented STD Plans Who Elect a Payout

Employees in grandparented STD plans who have a sick bank and elect to receive a payout as per clause 14.02(c)(ii) shall be paid out as per the payout formula of their grandparented STD plan.

### III. Minimum Special Payout/Payment

Employees hired prior to <insert date of ratification> (1) who elect the IIP and elect to receive a payout OR (2) who are transferred to the IIP from a Grandparented STD Plan and do not elect to retain their frozen sick bank, shall receive a minimum lump sum payout/payment of \$700.

### IV. Employee Election

1. An employee shall receive, no later than October 18, 2009, an information package that includes a form allowing the employee to elect to:
  - (a) transfer to the Illness or Injury Plan ("IIP") and to elect to receive a payout, as per Part I (Column C), Part II or Part III above; or
  - (b) transfer to the IIP and elect to retain his/her frozen Sick Bank and; or
  - (c) to elect to remain in the current Sick Pay Plan.

Employees must submit their completed election form by November 18, 2009, in accordance with clause 14.02 of the Collective Agreement.

### V. Special Payout/Payment Process

#### Part I Payout

2. An employee who elects to transfer to the IIP and who elects to receive a payout as per clause 14.02(b)(ii), shall transfer to the IIP on January 1, 2010 (the "Commencement Date") and have his/her Sick Bank, if any, frozen as at December 31, 2009. The minimum amount of the Payout will be \$700.
3. Following the Payout any sick pay credits remaining in the employee's frozen Sick Bank shall be eliminated.

#### Part II Payout

4. An employee in a grandparented STD plan who has a Sick Bank and elects to receive a payout as per clause 14.02(c)(ii) shall be paid out as per the payout formula of his/her grandparented STD plan. The minimum amount of the Payout will be \$700.

## **Memorandum of Settlement**

---

5. Following the Payout any sick pay credits remaining in the employee's frozen Sick Bank shall be eliminated.

### **Part III Payment**

6. An employee in a Grandparented STD Plan who does not have a Sick Bank and is transferred to the IIP shall receive a lump sum payment of \$700.
7. The Part I (Column C) and Part II Payouts and the Part III Payment shall be made in one payment on February 18, 2010.
8. An employee with eligible Registered Retirement Savings Plan (RRSP) room can assign all or part of the Part I or Part II Payouts or the Part III Payment directly to his/her RRSP by providing the necessary form to the Director, Pension, Payroll and Employee Benefits by no later than December 15, 2009. Notwithstanding paragraph 7 above, should the employee elect this option, such transfer to his/her RRSP shall be completed no later than February 28, 2010.

### **VI. Employees On Sick Leave at Commencement Date**

9. Notwithstanding Part V above, if, on the Commencement Date, an employee is on sick leave under the Sick Pay Plan or a grandparented STD plan, the employee shall continue to remain on such plan until he/she returns to work, as set out in paragraph 10, below.
10. The employee shall receive, no later than four (4) weeks after returning to work, an information package that includes a form allowing the employee to elect to transfer to the IIP and receive a payout, as per Part I (Column C), Part II or Part III above, or elect to remain in the current Sick Pay Plan. The employee must submit his/her completed election form within two (2) weeks following receipt of the information package.
11. In the event that the employee elects to transfer to the IIP, he/she shall commence enrolment in the IIP at the commencement of the pay period following thirty (30) calendar days from the date that he/she submitted his/her election form.
12. The Special Payout/Payment, as per Part I (Column C), Part II or Part III above, shall be made in one payment no later than two (2) pay periods following the date that the employee was enrolled in the IIP.
13. An employee with eligible Registered Retirement Savings Plan (RRSP) room can assign all or part of the Special Payout/Payment directly to his/her RRSP by providing the necessary form to the Director, Pension, Payroll and Employee Benefits. Notwithstanding paragraph 12 above, should the employee elect this option, such transfer to his/her RRSP shall be completed no later than four (4) pay periods following receipt of the RRSP assignment form.

**MEMORANDUM ITEM ONLY  
(to be included in the printed Collective Agreement)**

**Attendance Management Program**

The parties agree to meet within ninety (90) days of <insert date of ratification> to pursue meaningful consultation regarding the City's attendance management program. Such consultation may include:

- A review of other attendance management programs including those in effect with other bargaining units;
- Any unique circumstances facing outside workers and the work they perform; and
- A discussion regarding the payment for medical documentation that may be requested in accordance with the terms of the Collective Agreement.

The City confirms that ill dependant leave granted under the Collective Agreement is not included in any calculation of occasions of absence or number of days absent under the City's attendance management program.

These consultations are without prejudice to either party's position with respect to any grievances/arbitrations regarding attendance management issues.

**ARTICLE 15 – SICK PAY GRATUITY**

**RENEW THE FOLLOWING LETTERS OF AGREEMENT:**

Article 15 – Letter of Agreement – Sick Pay Credit Grants for Former Employees of East York (pg 43)

Article 15 – Letter of Agreement – Former East York Local 114 Retirement Allowance (pg. 43)

Article 15 – Letter of Agreement – Former East York Local 114 Employees re: Severance Allowance (pg 43 of 2005 – 2008 Collective Agreement )

Article 15 – Letter of Agreement – Former City of Toronto (Local 43) Retirement Allowance (pg 44-45 of 2005- 2008 Collective Agreement)

Article 15 – Letter of Understanding – Former City of Etobicoke Retirement Allowance (pg 45 of 2005 - 2008 Collective Agreement)

Article 15 – Payout for sick Leave Credits for Former City of York (pg 45-46 of 2005 – 2008 Collective Agreement)

## Memorandum of Settlement

---

**AMEND ARTICLE 16 AS FOLLOWS.**

**ALL OTHER CLAUSES IN ARTICLE 16 TO REMAIN STATUS QUO WITH THE EXCEPTIONS OF 16.02, 16.03, - WHICH WILL BE ADDRESSED SEPARATELY.**

**AMEND CLAUSE 16.01 AS FOLLOWS:**

### **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 his probationary period as set out in Article 5. ~~clause 5.01,~~

16.01 (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.

**AMEND CLAUSE 16.04 AS FOLLOWS:**

### **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 employees 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 (70<sup>th</sup>) birthday.

### **Optional Group Life Insurance**

16.04 (b) ~~Effective July 20, 2005,~~ The City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life Insurance up to a maximum of two hundred thousand (\$200,000) dollars for the employee and/or two hundred thousand (\$200,000) dollars for the employee's spouse, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.

~~Effective July 20, 2005,~~ 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 (70<sup>th</sup>) 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.

**ADD A MEMORANDUM ITEM ONLY – ACTIVATION OF DRUG CARDS, AS FOLLOWS:**

### **MEMORANDUM ITEM ONLY**

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



## Memorandum of Settlement

---

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.

Note: to be included in the printed Collective Agreement

### **ADD NEW CLAUSE 16.06(d) AS FOLLOWS:**

16.06 (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-five percent (75%) of their annual salary at date of illness for a lifetime maximum period of eighteen (18) months ~~two (2) years (i.e., 1040 continuous IIP hours and 18 months of LTD, and~~ (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 ~~a maximum of another 1040 continuous hours six (6) month continuous period~~ and after being re-assessed, and approved. If these criteria are met, the employee will receive seventy-five percent (75%) 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** ~~or capped sick credits banked~~, the employee will be reported off illness

## Memorandum of Settlement

---

no credit/no pay and be eligible to apply for sick benefits with Employment Insurance for the first 1040 continuous hours ~~six (6) months~~ 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) ~~six (6) month Leave period~~, 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 his/her expense. If the employee chooses not to purchase this period, it will not be considered eligible service.

### Expedited Dispute Resolution Process

16.06 (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:  
D. Randall; D. Starkman; L. Davie ~~W. Kaplan; K. Petryshen, M. Tims~~
- 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.

### AMEND CLAUSE 16.07 AS FOLLOWS:

#### 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 (70<sup>th</sup>) birthday.

## Memorandum of Settlement

---

### AMEND CLAUSE 16.10 AS FOLLOWS:

#### 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.

### Article 17 – PENSIONS AND RETIREMENT

#### AMEND 17.02, amend and renumber as follows:

##### Page 55-57

**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.

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

**17.01 (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.

**17.01 (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).

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

~~**17.02** Notwithstanding clause 6.01 hereof, each employee shall be retired upon attaining the age of sixty five (65) years, such retirement to be effective upon the last day of the month in which the sixty fifth (65th) birthday of such employee occurs. Employees who have presently~~

## Memorandum of Settlement

---

~~attained age sixty-five (65) and who presently continue in the service of the City shall retire no later than twelve (12) months from the date hereof.~~

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), 16.03 (Dental), 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.

17.03 (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 his 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 his 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 his 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 the time that this Collective Agreement is ratified shall continue to be eligible for said benefits.

## Memorandum of Settlement

---

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

**THE PARTIES ARE AGREED IN PRINCIPLE TO AMEND ARTICLE 19 AS FOLLOWS:**

**AMEND THE LANGUAGE IN CLAUSE 19.01(a) AND NUMBER THE 4 UN-NUMBERED PARAGRAPHS IN 19.01(a) AS FOLLOWS:**

#### **Job Call Process**

**19.01(a)(iii)**The Executive Director of Human Resources shall:

**(1)** send copies of Job Call notices, in accordance with clause 19.02, to all City Divisions, which notices each Division Head shall ensure are prominently displayed so that all employees are made aware of positions available;

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

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

**(4)** provide **electronic and hard** copies of any Job Call notice to the President of Local 416 **or his/her designate** at least **three (3)** ~~five (5)~~ 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

**(5)** 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). ~~with their seniority.~~

#### **19.01(b) REVERT TO EXISTING LANGUAGE**

**AMEND CLAUSES 19.02 (a) (x) and (xi) AS FOLLOWS:**

#### **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;

## Memorandum of Settlement

---

- (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 ~~will be held in the Human Resources Division unless otherwise indicated;~~ and
- (xi) the current hours of work and/or **current** applicable shift(s). ~~(i.e. whether the position requires day, night, afternoon, weekend or rotating shifts).~~

**19.02 (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.

**19.02 (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.

**19.02 (d)** Applications for available positions shall be made on forms supplied by the Human Resources Division. An employee may apply for a position in a classification that is at the same, or higher or lower rate of pay than his present classification.

### **AMEND CLAUSE 19.03 AS FOLLOWS:**

#### **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. ~~at least seven (7) working days prior to the date of the assessment. or the date an employee is deemed the successful candidate.~~ 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 his/her application re-considered for that posting, the Human Resources contact must receive any additional information in writing within seven (7) working days of the date of written notification to the employee.**

**The City will not proceed with an assessment, or award the position to an employee junior to the employee that may want his/her application re-considered, until after the seven (7) working day period.**

~~Such response must be received by the Human Resources contact person identified in said notification at least two (2) working days prior to the date of the assessment or the date an employee is deemed the successful candidate.~~

### **AGREED TO REVERT TO EXISTING LANGUAGE FOR CLAUSES 19.03(b), 19.03(c) AND 19.03(d) WITH THE EXCEPTION OF GENDER NEUTRAL LANGUAGE**

**19.03 (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 he/**she** holds or has 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).

**19.03 (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 he lacks operating experience in vehicles currently relevant to the position, if he holds the driver's licence

## **Memorandum of Settlement**

---

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).

**19.03 (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 his complaint placed before the Executive Director of Human Resources.

### **19.04 AGREED TO REVERT TO EXISTING LANGUAGE**

#### **Assessment Process**

**19.04 (a) (b) (c) (d) – No Change**

**19.05 – AGREED TO REVERT TO EXISTING LANGUAGE (a to d – no change)**

**NEW 19.05(e) AMENDED AS FOLLOWS:**

**19.05(e)** When an employee is returned to his/her 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.

**AGREED TO AMEND CLAUSE 19.06(a) AS FOLLOWS:  
THE CITY RESERVES ITS RIGHT TO ADD CLASSIFICATIONS TO THE LIST THAT ARE  
RELATIVE ABILITY POSITIONS**

#### **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.

Auto Mechanic Grade 1 (Leadhand)  
Animal Care and Control Officer 1  
Building Maintenance Coordinator  
Communications Dispatch Clerk 1  
Critical Care Transport Paramedic  
Field Investigator – Roads  
**Inspector, Transportation**  
**Inspector, Technical Services & Toronto Water**  
Leadhand  
Leadhand/Arborist  
Maintenance Mechanic Foreperson  
Marine Engineer 1  
Nursery Technician  
Provincial Offences Officer – Forestry  
Subforeperson – Equipment  
Subforeperson – Forestry  
Tree Nursery Technician  
**Water Maintenance Worker 1**  
**Water Service Investigator**

## Memorandum of Settlement

---

~~\*Note: Within 30 days of July 20, 2005, the Animal Care and Control Officer 1 position will be referred through the dispute resolution process set out in 19.01 (b).~~

### **ADD A NEW CLAUSE 19.06(b) AS FOLLOWS:**

**19.06(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.**

### **AMEND 19.07 (a), (b), (c) AND (d) AS FOLLOWS:**

#### **Reversion**

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

#### **19.07 (b)**

~~Should a reversion be necessary or requested by the employee, the employee shall be reverted to the position he held immediately prior to the promotion. In the event the former position has been filled in the interim, the employee will be returned to his classification at the rate he held immediately prior to the promotion.~~

**(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, he/she 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 he/she 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.**

**19.07(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, he/she shall be reverted to the temporary position held immediately prior to the promotion or appointment, and he/she shall have the right to exercise any recall or bumping rights that may be available to him/her in accordance with clause 29.01 of the Collective Agreement.**

**19.07(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.**



## Memorandum of Settlement

---

### AGREED TO AMEND CLAUSE 19.08 AS FOLLOWS:

**19.08 (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:

G. Lee D. Randall K. Petryshen  
M. Timms D. Starkman R. Herman

**(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.

### AGREED TO EXISTING LANGUAGE FOR CLAUSES 19.09 AND 19.10

### AGREED TO A NEW LETTER OF AGREEMENT AS FOLLOWS:

#### NEW

#### LETTER OF AGREEMENT – INTERIM ALTERNATE PROCESSES FOR ARTICLE 19:

The parties agree that the following terms will apply commencing as at January 1, 2010, until December 30 of <insert the year in which the Collective Agreement expires>. 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. Permanent vacancies will be posted in accordance with Article 19.01(a), unless otherwise amended by this Letter of Agreement.
- ii. 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

## **Memorandum of Settlement**

---

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.”

- iii. 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 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, he/she 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 29 and the Article 29 - Letter of Agreement – Temporary Work Opportunities/Assignments, temporary opportunities/assignments that are known to be more than eight (8) weeks duration shall be posted and the following provisions of Article 19 will apply: Clauses 19.01(a)(i), (ii), (iii); 19.01(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.

## **Memorandum of Settlement**

---

**The closing date provided for in 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**

#### **Amend Letter of Agreement to read:**

LETTER OF AGREEMENT  
ALTERNATIVE METHODS OF DISCIPLINE

The parties agree to meet during the first year of the Collective Agreement to continue their discussions on alternative methods of disciplinary action.

#### **Renew Letter of Agreement entitled:**

LETTER OF AGREEMENT  
DISCIPLINARY SUSPENSIONS – REVIEW OF OMERS PENSIONABLE SERVICE

Further to the agreement of the parties in clause 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.

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

1. The City will identify all active Local 416 employees who have been recorded with a suspension, without pay, since January 1, 2000 and will provide a copy of the information to the Union.
2. The City will review the information with OMERS to identify those employees where the period of the suspension has resulted in a reduction in credited service for the identified period. A copy of the information, which identifies the affected employees, will be provided to the Union.
3. For the affected employees, identified in paragraph 2, the City will advise OMERS of the change in the suspension periods to periods of approved Leave of Absence, without pay.
4. The City will request Buy Back and/or Broken Service Purchase documents from OMERS for all affected employees. All employees will be advised that they are eligible to establish this service as credited service under the OMERS plan.
5. It is understood that should the employee elect to purchase any portion of the service as credited service they shall be responsible for 100% of such cost.

## **Memorandum of Settlement**

---

### **ARTICLE 21 – GRIEVANCE PROCEDURE**

#### **Renew Letter of Agreement entitled:**

LETTER OF AGREEMENT  
WITNESSES AT ARBITRATION

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**

#### **All Clauses in Article 23 Status Quo**

#### **Add a New Letter of Agreement:**

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) Commencing May 14, 2010, the City and the Union will review on an annual basis, 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 15, 2009, and continue to be on the alternate rate/superior duty assignment as of May 14, 2010. Thereafter, such a review will commence annually on May 14<sup>th</sup>.
- (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".

## Memorandum of Settlement

---

### ARTICLE 24 – LEAVE OF ABSENCE

#### Agreed as amended:

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, 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.

#### Agree not to renew:

LETTER OF AGREEMENT  
Prepaid Leave Plan

### ARTICLE 25 – TRANSPORTATION

#### AMEND 25.02 AS FOLLOWS:

Mileage Allowance

25.02 Wherever an employee is required and/or authorized to use his automobile on the business of the City, in accordance with the provisions of clause 25.01, the City shall pay to such employee, fifty-two cents (52¢) per kilometre.

### ARTICLE 27 - SENIORITY AND SERVICE

#### AMEND ARTICLE 27 AS FOLLOWS:

**ARTICLE 27 – REPLACE ARTICLE 27 AND AMEND ALL APPLICABLE CLAUSES IN THE COLLECTIVE AGREEMENT AFFECTED BY THESE CHANGES. THE LETTER OF AGREEMENT – CARRIAGE OF SENIORITY IS HEREBY DELETED**

#### Seniority

**27.01** All employees who established aggregate hours/seniority prior to <insert date of ratification>, 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

## Memorandum of Settlement

---

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

**27.02(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 29 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. The current bi-monthly seniority list shall be posted in every Local 416 workplace.**

**27.04(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.

**27.04(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.

## **Memorandum of Settlement**

---

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

**27.05(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 his employment shall be terminated if:

- (i) he voluntarily terminates his employment subject to the right to rescind in Article 39;
- (ii) he is discharged for reasonable cause and not reinstated;
- (iii) he is absent without written notice and without a satisfactory reason to the City in excess of ten (10) calendar days from the commencement of absence;
- (iv) he fails to report for work within ten (10) working days from the date he is recalled to work under Article 29 except as otherwise provided for in that Article;
- (v) he is not recalled to work within twenty-four (24) months of the date of his layoff from work pursuant to Article 29.

**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 (27.06 of the 2005-2008 collective agreement)**

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.

## **Memorandum of Settlement**

---

### **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 \_\_\_ to this Collective Agreement.

### **Service**

**27.11** All employees hired prior to <insert date of ratification> 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:

- (i) 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;
- (ia) 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) in accordance with clause 16.01(c) (Benefits);
- (ii) 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;
- (iii) any unauthorized leave of absence;
- (iv) any period of layoff.

### **ADD A NEW MEMORANDUM ITEM ONLY – IMPLEMENTATION OF PARAGRAPHS 7 AND 19 OF THE TRI-PARTITE MEMORANDUM OF AGREEMENT DATED APRIL 23, 2009**

During the term of the Collective Agreement ratified on <insert date of ratification>, the City and the Union shall discuss the possibility of the release of an employee from the Local 416 bargaining unit from his/her workplace to assist with the implementation of Paragraphs 7 and 19 of the Tri-Partite Memorandum of Agreement dated April 23, 2009, between TCEU Local 416, CUPE Local 79 and the City of Toronto.

### **DO NOT RENEW THE LETTER OF AGREEMENT -- CARRIAGE OF SENIORITY (PAGE 89 OF THE 2005-2008 COLLECTIVE AGREEMENT)**

The parties have agreed to the following during collective bargaining regarding the following:

### **ALL OTHER CLAUSES IN ARTICLE 28 TO REMAIN STATUS QUO (WITH THE EXCEPTION OF THE THE LETTERS OF AGREEMENT ON CONTRACTING OUT)**

**DELETE CLAUSE 28.06 (c) AND RENUMBER AS FOLLOWS:**



## Memorandum of Settlement

---

~~28.06 (c)~~ Notwithstanding the above, where a vacancy in a lower classification exists within the employee's district for which the employee is able to perform the work, the employee may elect to take the vacancy at the rate of pay of that position. When an employee who elects to fill such a lower classification is within five (5) years of their mandatory retirement age, the employee shall receive no less than their current rate of pay until retirement.

~~28.06 (d)~~ (c) An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Joint Redeployment Committee of his intention to do so and the position claimed within three (3) working days after receiving notice of specific redeployment options unless otherwise agreed to by the parties.

### AMEND CLAUSE 28.07 AS FOLLOWS:

**Note:**

[The following wage protection language will apply on a go forward basis to employees who receive notice of redeployment pursuant to Article 28 of the Collective Agreement following <<insert date of ratification>>. Employees who received notice of redeployment prior to <<insert date of ratification>> shall continue to be governed by the wage protection provisions of the previous Collective Agreement.

Wage Protection language to be similarly changed in all other applicable clauses and Letter of Agreement of the Collective Agreement as described below.]

**28.07 (a)** Where a permanent employee is displaced in accordance with the provisions of this Article and, subject to clause 28.06(c), is permanently placed in a position for which a lower wage rate is applicable, such employee shall continue to receive the rate he/she was receiving prior to such re-assignment for the thirty (30) month period immediately following the effective date of his/her re-assignment (the "Wage Protection Period"). Following the expiry of the thirty (30) month period, such employee will then receive the rate applicable to his/her new position. Such change in rate will be effective the first of the pay period following the expiry of the aforementioned thirty (30) month period.

**28.07 (b)** In those cases where an increment structure would apply, no further increments applicable to an employee's former position shall be granted following his/her re-assignment pursuant to the provisions of this Article.

**28.07 (c)** An employee reassigned under this Article who retires from the position to which he/she was reassigned within the thirty (30) month period (the "Additional Wage Protection Period") immediately following the Wage Protection Period, shall be paid, upon his/her retirement from the City, a lump sum amount less all applicable deductions equal to the difference between the rate he/she was receiving prior to his/her re-assignment and the rate applicable to his/her new position for all regular hours worked during the Additional Wage Protection Period. All regular hours paid during this period shall be pensionable earnings.

## Memorandum of Settlement

---

### AMEND 28.13 (iii) AS FOLLOWS:

#### Dispute Resolution Process

**28.13** In the event that there is a dispute regarding the Joint Redeployment Process, including but not limited to whether the displaced employee could, with retraining, become qualified within one (1) month, the following expedited dispute resolution procedure shall be followed:

- (i) 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.
- (ii) 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.
- (iii) 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: ~~M. Timms~~ D. Randall K. Petryshen R. Herman D. Starkman
- (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.

#### ARTICLE 28

##### **RENEW and AMEND LETTER OF AGREEMENT ON CONTRACTING OUT (Pg. 95-96 of 2005-2008 Collective Agreement):**

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. No permanent employee with ten (10) years of seniority shall lose his employment as a result of contracting out or privatization. Employees affected as a result of contracting out shall have access to the Redeployment provisions of Article 28 and the Layoff and Recall provisions of Article 29.

It is understood that permanent employees displaced from their jobs by reasons referred to herein will be relocated following consultation with the Union to suitable employment with the City and thereafter shall experience no loss of wages, benefits or seniority in accordance with the provisions of clause 28.07 of the Collective Agreement. ~~for a period of not less than thirty (30) months. If the displaced employee is at the time of his reassignment within five (5) years of his mandatory retirement age, the thirty (30) month period shall be amended to read "up to sixty~~

## Memorandum of Settlement

---

~~(60) months.~~ Where necessary, all adversely affected employees shall be provided the appropriate training in order of seniority.

### **AMEND AND RENEW LETTER OF AGREEMENT -- CONTRACTING OUT, EMPLOYMENT SECURITY AND CONTINUOUS IMPROVEMENT (pg. 96 to 98, 2005-2008 Collective Agreement)**

The City confirms that during the term of this Collective Agreement and any extension by law, there shall be no new contracting out of work of the Local 416 bargaining unit resulting directly or indirectly in the layoff or loss of employment of permanent employees.

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

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

The President and members of the executive of T.C.E.U. Local 416, CUPE  
The Deputy City Managers and a representative General Manager from each Cluster  
The Executive Director of Human Resources  
The Director of Employee & Labour Relations

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

- Corporate re-structuring and re-deployment to facilitate greater flexibility in the workplace
- Corporate funding to address injured workers' issues, redeployment, modified work re-training and health & safety
- The non-filling of vacancies, City's increased gapping, excessive overtime and systemic inefficiencies
- Improving workplace morale for members
- Organization of work
- The provision of enhanced public services
- Succession planning and issues relating to an aging workforce
- Efficiencies in the delivery of services and performance goals

The first meeting of the LR Steering Committee shall be scheduled in October 2009. The Mayor and City Manager will attend (and the Mayor will chair) this meeting to set the priorities and direction of the Committee for the year 2010. The Mayor and City Manager shall also attend the meeting each January and September, [except January 2010] to review and discuss the progress of the work before setting the priorities for the upcoming year.

Commencing in 2010, the LR Steering Committee shall meet in the months of January, March, May, September and November. The LR Steering Committee shall meet in

## Memorandum of Settlement

---

accordance with this schedule for each year thereafter during the term of the Collective Agreement.

Where the Mayor and City Manager are not in attendance, the meetings will be co-chaired by the President of Local 416 and a Deputy City Manager. The agenda for these meetings will be determined by the members of the LR Steering Committee according to the priorities that are established in January of each year and in conjunction with the principles outlined above. Issues addressed at the LR Steering Committee may be assigned by the LR Steering Committee to subgroups that will be instructed to take appropriate action to carry out work to address those issues.

2. The parties are committed to processes that support continuous improvements in the delivery of public services while ensuring that the City's own employees have employment security.
3. The City and the Union recognize the value in achieving an efficient and effective workplace. The parties have a common understanding that everyone contributes to the City's mission and goals and we are all essential to its day-to-day operations and services and to achieving improvements.
4. The parties are committed to seeking opportunities for the contracting in of work that is currently contracted out.

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

### ARTICLE 29 -- LAYOFF AND RECALL

#### ALL OTHER CLAUSES IN ARTICLE 29 TO REMAIN STATUS QUO

#### AMEND CLAUSE 29.01 AS FOLLOWS:

##### Layoff and Recall of Temporary Employees

**29.01 (a)** Subject to Articles 5, 27.01, ~~(a)~~ 27.02 and ~~27.04~~ 27.06, in the event of a staff reduction, temporary employees shall be laid off before permanent employees. ~~in the following order:~~

##### Layoff of Temporary Employees

**29.01 (b)** Temporary employees shall be laid off in by reverse order of seniority within the position classification ~~within the Department involved shall be affected first~~ 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.

## **Memorandum of Settlement**

---

**29.01 (c)** Any temporary employee who is bumped in accordance with clause 29.01(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 capable of performing the work of the classification. This process will continue until the last affected employee is laid off.

### **Recall of Temporary Employees**

**29.01 (b) (d)** If and when temporary work becomes available, those temporary employees who are on layoff ~~have been laid off under (a) above~~ 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 ~~the reverse~~ seniority order on a bargaining unit wide basis ~~of their layoff~~, provided that they are capable of performing the work available. ~~possess the necessary qualifications for such work.~~

**ADD NEW**

### **CLAUSE 29.01 (e) AS FOLLOWS:**

**29.01(e)** A temporary employee shall have a “recall classification” for which he/she shall not be permitted to decline recall in accordance with clause 29.01(d) above. A temporary employee will be permitted to decline recall once per calendar year to each classification other than his/her recall classification. When an employee declines recall to any classification, he/she will not be eligible for recall to that classification until January 1 of the following calendar year.

**ADD NEW**

### **LETTER OF AGREEMENT -- “RECALL CLASSIFICATION”**

No later than October 31, 2009, the parties agree to meet to confirm the process by which an employee’s “recall classification” will be determined as defined in clause 29.01(e) of the Collective Agreement. The parties agree that all temporary employees will be assigned a recall classification subject to them being capable of performing the work of the classification. Unless the parties agree otherwise, an employee hired prior to (insert date of ratification) will have the right to identify a “recall classification”, subject to the employee being capable of performing the work of the classification.

**ADD A NEW MEMORANDUM ITEM ONLY AS FOLLOWS:**

### **MEMORANDUM ITEM ONLY (Not to be included in the printed Collective Agreement)**

Clause 29.01(e) shall not become effective until January 1, 2010. The existing practice regarding refusal of recall shall remain in effect until then.

**NOTE: Letter of Agreement -- Temporary Work Opportunities/Assignments**

## Memorandum of Settlement

---

During the term of the Collective Agreement ratified on <<insert date of ratification>> the layoff and recall of temporary employees to temporary work opportunities/assignments under the Work Selection process will be in accordance with the Letter of Agreement, Temporary Work Opportunities/Assignments.

### **LETTER OF AGREEMENT**

~~The parties agree that between July 20, 2005 and December 31, 2005—the current provisions of clause 29.01 shall continue to apply.~~

~~From January 1, 2006, to December 31, 2006, except as otherwise provided in the “Temporary Seasonal Work Opportunities—Article 29, Letter of Agreement”, the layoff and recall of temporary employees shall be by seniority and classification on a bargaining unit wide basis and the provisions of clause 29.01(a) shall be amended accordingly.~~

~~Effective January 1, 2007, except as otherwise provided in the “Temporary Seasonal Work Opportunities—Article 29, Letter of Agreement”, layoff and recall of temporary employees shall be by seniority on a bargaining unit wide basis and the provisions of clause 29.01 (a) shall be amended accordingly.~~

### **CLAUSE 29.02 -- CROSS REFERENCES IN CLAUSE 29.02 ARE TO BE RENUMBERED**

### **AMEND CLAUSE 29.05 AS FOLLOWS:**

#### **Wage Protection**

#### **Note:**

[The following wage protection language will apply on a go-forward basis to employees who receive notice of layoff pursuant to Article 29 of the Collective Agreement following <<insert date of ratification>>. Employees who received notice of layoff prior to <<insert date of ratification>> shall continue to be governed by the wage protection provisions of the previous Collective Agreement.

- 29.05 (a)** A permanent employee who displaces a junior employee and, as a result, is placed in a position for which a lower wage rate is applicable, will continue to receive the rate he/she was receiving prior to displacing the employee for the thirty (30) month period immediately following the date of his/her assuming the lower-rated classification (the “Wage Protection Period”). Following the expiry of the thirty (30) month period, such employee will then receive the rate applicable to his/her new position. Such change in rate will be effective the first of the pay period following the expiry of the aforementioned thirty (30) month period.
- 29.05 (b)** In those cases where an increment structure would apply, no further increments applicable to the permanent employee’s position shall be granted following his/her re-assignment.
- 29.05 (c)** A permanent employee who displaces a junior employee, and as a result is placed in a position pursuant to clause 29.05 (a) who retires from the position to which he/she was placed within the thirty (30) month period (the “Additional Wage Protection Period”) immediately following the Wage Protection Period, shall be paid, upon his/her retirement from the City, a lump sum amount less all applicable deductions equal to the difference between the rate he/she was

## Memorandum of Settlement

---

receiving prior to his/her placement and the rate applicable to his/her new position for all regular hours worked during the Additional Wage Protection Period. All regular hours paid during this period shall be pensionable earnings.

**29.05 (d) Where the parties agree that a permanent employee is to be placed in a vacant position without exercising his/her bumping rights, wage protection in accordance with the provisions of this Article shall apply.**

### **NEW 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 <<insert date of ratification>>. 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, he/she 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, he/she 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 he/she confirms he/she is 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, he/she 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 his/her current full-

## Memorandum of Settlement

---

time registration at a recognized and accredited educational institution. In addition, the Student shall also provide written notification of the first date of his/her availability for recall and the approximate last date of his/her availability for summer employment, as well as contact information where he/she can be reached. It is the Student's responsibility to immediately provide any updates to his/her: 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 1 and end no later than August 31, 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 his/her full-time attendance at a recognized and accredited institution, he/she may, when available, use his/her 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, he/she shall immediately notify the City, in writing, of his/her change of status and, henceforth, he/she shall no longer be eligible for Student Recall and shall only be eligible to participate in Work Selection as a temporary employee. He/she shall be subject to all of the rights, obligations and conditions of employment pursuant to the Collective Agreement.
6. A temporary employee who enrolls 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, he/she shall remain on the seniority list.
8. In the event that a Student does not provide all the documentation noted in paragraph 3 above, he/she will not be eligible for recall pursuant to the Student Recall process, but he/she 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.



## **Memorandum of Settlement**

---

### **RENEW AND AMEND - LETTER OF AGREEMENT – Temporary Seasonal Work Opportunities – Extended Periods of Work (Pages 104 to 110 of 2005-2008 Collective Agreement) with New Letter of Agreement TEMPORARY WORK OPPORTUNITIES/ASSIGNMENTS AS FOLLOWS:**

The City and Local 416 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.

This process shall govern the Lay-off and Recall of temporary employees performing Seasonal and Non-Seasonal Work selected under this Letter of Agreement, effective January 1, 2010.

#### **MEMORANDUM ITEM ONLY (Not to be included in the printed Collective Agreement)**

Lay-off and Recall terms of the expired Temporary Seasonal Work Opportunities, Letter of Agreement contained in the 2005-2008 Collective Agreement, including all related practices, shall continue to govern up to and including December 31, 2009. In addition, the Memorandum of Agreement – Seasonal and Non-Seasonal Employee Layoff Protocol dated July 2008, will become effective <<insert date of ratification>> and shall remain in effect until January 1, 2010.

A Joint Committee will review and implement the work selection process 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 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 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. This process shall in no way restrict either party's rights pursuant to the Collective Agreement.

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

## Memorandum of Settlement

---

work being offered to temporary employees. The parties may agree to implement such process(es) by Division and/or Section and/or Work Location.

### **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, his/her 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 three (3) weeks prior to the first scheduled work selection date.
3. Prior to his/her 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 his/her selection in order of seniority, provided that he/she has 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.”

## Memorandum of Settlement

---

**\*\*Note:** The Parties agree to enter into a process during the term of the Collective Agreement to jointly review the issue of offering the opportunity to participate in the Work Selection process to those employees who have been recalled into non-seasonal assignments that have not been offered through the Work Selection process. The parties will have access to information regarding all employees who have been recalled into such assignments, the length of the assignments, and other information reasonably related thereto that the parties may request.

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 his/her seniority to select an opportunity/assignment, provided that he/she has the ability/qualifications to perform the work available in the opportunity/assignment selected, as contained in his/her "Personal Work Selection List". He/she 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.
6. In the event that an employee declines to make a selection at Work Selection, he/she shall remain on layoff, and retain his/her lay-off and recall rights in accordance with the Collective Agreement.
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, his/her Personal Work Selection List 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 "Personal Work Selection List". The temporary employee will also advise **the City** of the date when he/she 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 his/her "Personal Work Selection List".**

## Memorandum of Settlement

---

2. **A temporary employee** on layoff will be recalled, in order of greatest seniority, on or after the date of his/her indicated availability, to temporary opportunities/assignments based on the information on his/her amended Personal Work Selection List. **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 his/her "Personal Work Selection List".**
3. If an employee's situation changes, he/she is responsible for immediately advising the City, in writing, of any changes to information on file in accordance with paragraph B1, prior to his/her work selection or recall, as applicable. If the City does not receive such notification, he/she will be recalled and required to report to the available opportunity/assignment.

### **C. Lay-off 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 September provided that the remaining portion of the work assignment is anticipated to be of five (5) 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 five (5) 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 July 25, 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 lay-off date of non-seasonal assignment, if known
  - h. Current hours of work and hourly wage rates
5. The Union will, not later than August 15 of each year, identify errors or omissions in relation to the list provided, failing which the list will be used for lay-off and bumping. The City will review the errors or omissions as identified by the Union and update the lists, as appropriate, as soon as reasonably possible.

## Memorandum of Settlement

---

6. (a) In August 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) 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 he/she will bump at the end of his/her current opportunity/assignment. In order to exercise his/her seniority in this manner, the employee must possess the ability/qualifications to perform the work and be available for the entirety of the opportunity/assignment, subject to the provisions of the Collective Agreement, or
    - (iii) subject to agreement of the Joint Work Selection Committee, to select an available work opportunity of a seasonal nature, as defined in paragraph A1 (iii) above, for which he/she has the ability/qualifications to perform the work, at the end of his/her opportunity.
  - (b) Where a temporary employee in a seasonal work opportunity has selected more than one seasonal work opportunity and there is an intervening period of layoff, the employee shall only exercise his/her bumping rights upon completion of the last seasonal work opportunity chosen.
  - (c) A temporary employee who is identified for bumping in accordance with paragraph 6(a) may exercise his/her seniority pursuant to the same processes described in 6(a).
7. Temporary employees in an opportunity/assignment that ends at any time, and who do not exercise their seniority pursuant to paragraph 6, shall do so as follows:
    - (i) accept the layoff at the end of his/her opportunity/assignment, or
    - (ii) 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 his/her seniority in this manner, the employee must possess the ability/qualifications to perform the work and be available for the entirety of the opportunity/assignment, subject to his/her being invited to participate in Work Selection and the provisions of the Collective Agreement, or
    - (iii) subject to agreement of the Joint Work Selection Committee, select an available work opportunity of a seasonal nature as defined in paragraph A1(iii) above, for which he/she has the ability/qualifications to perform the work, at the end of his/her opportunity/assignment.
  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 his/her opportunity/assignment, or

## **Memorandum of Settlement**

---

- (ii) 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 his/her seniority in this manner, the employee must possess the ability/qualifications to perform the work and be available for the entirety of the opportunity/assignment, subject to his/her being invited to participate in Work Selection and the provisions of the Collective Agreement, or
- (iii) subject to agreement of the Joint Work Selection Committee, select an available work opportunity of a seasonal nature, as defined in paragraph A1(iii) above, for which he/she has the ability/qualifications to perform the work, at the end of his/her opportunity/assignment.

### **ADD NEW LETTER OF AGREEMENT PERMANENT WORK OPPORTUNITIES OF 10 MONTHS OR MORE WITHIN PARKS FORESTRY & RECREATION AS FOLLOWS:**

#### **OPPORTUNITIES – 10 MONTHS OR MORE JOBS**

1. The positions identified below provide employees with opportunities for permanent work lasting approximately ten (10) months or more.
2. These opportunities will be posted prior to Work Selection 2011. Such opportunities will be defined as permanent for all purposes except as amended by this Letter of Agreement.
3. The opportunities will be posted in accordance with Article 19.
4. In the event that an opportunity combines different classifications, the applicable rate of pay for each classification will apply to work performed in each classification.

#### **SHUTDOWN PERIOD(S):**

5. Periods of shutdown, based on the requirements of the operations, will be confirmed, as soon as practicable after it is known by the City but in no case will the number of weeks of work be less than forty-two (42) weeks. The City will endeavour to find alternative work for an employee during the aforementioned shutdown period. In the event that no work is identified, vacation, lieu time or authorized leaves of absence will be used by employees to bridge such periods of shutdown between work opportunities and there shall be no loss of service or seniority during such periods of leave. In addition, employees in the 10-Month or more jobs will be eligible for the benefits outlined in Article 16.
6. Options for pension contributions will be provided to employees in a no pay status during shutdown periods.

#### **VACATION AND ABSENCES:**

7. An employee must use vacation, lieu time, leave without pay, etc., to bridge the periods of time when no work is available. During the shutdown periods, where an employee has

**Memorandum of Settlement**

insufficient vacation or lieu time, he/she shall be deemed to be on an approved leave of absence without pay. If an employee becomes ill or injured during the shutdown period, he/she will commence illness or injury leave on the day he/she would otherwise have returned to work after the shutdown period.

- 8. An employee will receive vacation pay for vacation, sick leave, paid holidays, etc., at the rate applicable to his/her base classification on the day prior to the absence, unless he/she is eligible to receive a higher or lower rate of pay in accordance with clause 23.03.
  
- 9. In circumstances where an employee's periods of available work are such that he/she has more vacation available than the period of time between work opportunities, such excess vacation will be scheduled in accordance with Article 13.

Permanent Work of 10 Months or more :								
FACILITIES / FACILITIES	09-179-APO2-S	APO2	\$23.73	1	McGregor	6-May-09	8-Sep-09	18.0
	09-182-APO2-S	APO2	\$23.73		McGregor	23-Sep-09	5-May-10	32.1
FACILITIES / FACILITIES	09-181-APO2-S	APO2	\$23.73	1	McGregor	6-May-09	8-Sep-09	18.0
	09-184-APO2-S	APO2	\$23.73		Scarborough Village	16-Sep-09	13-Apr-10	30.0
PARKS / FACILITIES	09-837-PHW3-S	PARKS HANDY WORKER 3	\$23.60	1	L'Amoreaux Sports Centre	6-May-09	29-Sep-09	21.0
	09-185-APO2-S	APO2	\$23.73		Bayview Arena	30-Sep-09	13-Apr-10	28.0
PARKS / FACILITIES	09-838-PHW3-S	PARKS HANDY WORKER 3	\$23.60	1	L'Amoreaux Sports Centre	6-May-09	29-Sep-09	21.0
	09-186-APO2-S	APO2	\$23.73		Bayview Arena	30-Sep-09	13-Apr-10	28.0
PARKS / FACILITIES	09-844-PHW3-S	PARKS HANDY WORKER 3	\$23.60	1	L'Amoreaux Sports Centre	6-May-09	29-Sep-09	21.0

**Memorandum of Settlement**

	09-187-APO2-S	APO2	\$23.73		Bayview Arena	30-Sep-09	13-Apr-10	28.0
PARKS / FACILITIES	09-845-PHW3-S	PARKS HANDY WORKER 3	\$23.60	1	L'Amoreaux Sports Centre	6-May-09	29-Sep-09	21.0
	09-189-APO2-S	APO2	\$23.73		Fenside Arena	30-Sep-09	4-Apr-10	26.7
PARKS / FACILITIES	09-643-PHW3-S	PARKS HANDY WORKER 3	\$23.60	1	Disco Yard	15-Apr-09	15-Sep-09	22.0
	09-169-APO2-S	APO2	\$23.73		Grandravine Community Centre / Arena	16-Sep-09	30-Mar-10	28.0
PARKS / FACILITIES	09-410-LAB2-S	LABOURER 2	\$21.96	1	Disco Yard/Emery Yard	15-Apr-09	1-Sep-09	20.0
	09-176-APO2-S	APO2	\$23.73		John Booth Arena	2-Sep-09	30-Mar-10	30.0
PARKS / FACILITIES	09-399-LAB2-S	LABOURER 2	\$21.96	1	Riverlea Yard	29-Apr-09	1-Sep-09	18.0
	09-177-APO2-S	APO2	\$23.73		Park Lawn Bubble	9-Sep-09	13-Apr-10	31.0
PARKS / FACILITIES	09-498-LEO2-S	LIGHT EQUIPMENT OPERATOR 2	\$22.67	1	Sunnybrook Yard / Edwards Gardens	13-May-09	1-Sep-09	16.0
	09-190-APO2-S	APO2	\$23.73		Pleasantview Arena	19-Aug-09	4-May-10	37.0
PARKS / SKI	09-772-PHW3-S	PARKS HANDY WORKER 3	\$23.60	1	G.Ross Lord Service Yard	15-Apr-09	6-Oct-09	25.0
	09-846-SCS-S	SKI CENTER SERVICER	\$24.14		Earl Bales Ski Centre	18-Nov-09	23-Mar-10	18.0
PARKS / SKI	09-767-PHW3-S	PARKS HANDY WORKER 3	\$23.60	1	G.Ross Lord Service Yard	15-Apr-09	6-Oct-09	25.0



**Memorandum of Settlement**

	09-847-SCS-S	SKI CENTER SERVICER	\$24.14		Earl Bales Ski Centre	18-Nov-09	23-Mar-10	18.0
PARKS / SKI	09-773-PHW3-S	PARKS HANDY WORKER 3	\$23.60	1	G.Ross Lord Service Yard	15-Apr-09	6-Oct-09	25.0
	09-848-SCS-S	SKI CENTR SERVICER	\$24.14		Earl Bales Ski Centre	18-Nov-09	23-Mar-10	18.0

**One-time Review of Permanent Work of 10 Months or More Within Parks, Forestry and Recreation:**

1. Within six (6) months of <<insert date of ratification>>, the City and the Union will review and identify additional permanent opportunities, if any, within Parks, Forestry and Recreation totalling ten (10) months or more in duration.
2. In the event such further opportunities are identified, and upon mutual agreement of the parties, such opportunities may be filled under the same conditions and terms as outlined above.
3. The City and the Union agree to meet, at the request of either party, to discuss any matters related to the above.
4. Nothing in this Letter of Agreement will preclude either party from raising issues related to the potential creation of such additional permanent jobs in relation to any other provision of this Collective Agreement.

**ARTICLE 30 – WORKPLACE SAFETY AND INSURANCE BENEFITS**

**Renew Letter of Agreement in Article 30 Third Party Assessment Facilities**

**ARTICLE 30**

**RENEW AND UPDATE LETTER OF AGREEMENT – ‘GRANDPARENTING’ OMERS  
DISABILITY PREMIUM WAIVER AS FOLLOWS:**

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

## Memorandum of Settlement

---

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, he/she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board and for those who qualify for IIP hours/sick pay ~~Sick Pay, Short Term Wage Protection Benefits or Short Term Disability Benefits~~, in accordance with Article 14 (Illness or Injury Plan/Sick Pay 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 ~~sick bank~~ 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.

### ARTICLE 32 – PROTECTIVE CLOTHING, PROTECTIVE EQUIPMENT AND WEARING APPAREL

All other clauses in Article 32 to remain status quo.

Renumbering to be done if mutual agreement reached.

Delete clause 32.03 as follows:

~~32.03 The current policies and Collective Agreement provisions with respect to protective clothing and wearing apparel will continue to apply until the new policy is implemented.~~

Paragraphs with proposed amendments only:

Amend clause 32.04, Purpose Statement (see only 1<sup>st</sup> paragraph), and Renumber as follows:

~~32.04~~ 32.03 Local 416 Protective Equipment, Protective Clothing and Wearing Apparel Policy

## Memorandum of Settlement

---

### 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 employees**. The policy applies to all City divisions with **employees who are members of the Local 416 bargaining unit employees**.

### Amend clause 32.04(a) and Renumber as follows:

#### ~~32.04(a)~~ **32.03(a) Personal Protective Equipment and Protective Clothing**

Responsibilities: (see only 11<sup>th</sup>, 12<sup>th</sup>, and 14<sup>th</sup> square bullets on page 119 of the 2005-2008 Collective Agreement)

- \* ~~On or before November 1st, 2004,~~ 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.
- \* ~~On or before April 1st, 2005,~~ Employees will be provided with initial entitlement of all other items of protective clothing, as set out in this policy.
- \* Annual entitlement, where applicable, will commence on or before April 1st, ~~2006,~~ for spring and summer protective clothing, and on or before November 1st, ~~2006,~~ for fall and winter protective clothing, ~~except as indicated above.~~

### Amend clause 32.04(b) and Renumber as follows:

#### ~~32.04(b)~~ **32.03(b) Wearing Apparel**

Conditions (see only 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> square bullets on page 130 of the 2005-2008 Collective Agreement)

- \* ~~On or before November 1st, 2004~~ 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.
- \* ~~On or before November 1st, 2004,~~ the City will make reasonable efforts to provide two shirts and two pairs of pants to those employees who are not currently entitled to any wearing apparel, but who will become so entitled as set out below.
- \* ~~On or before April 1st, 2005,~~ employees will be provided with initial entitlement of all other items of wearing apparel, as set out in this policy.
- \* **Initial, 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, ~~2006,~~ for spring and summer wearing apparel, and on or before November 1<sup>st</sup>, ~~2006,~~ for fall and winter wearing apparel, except as indicated above.

### Amend clause 32.04(c) and Renumber as follows:

## Memorandum of Settlement

---

### ~~32.04(e)~~ **32.03(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 parties agree to review the policy one year after the latest implementation date, with a view to updating and revising the policy, if necessary.~~

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 42 – TOOL ALLOWANCE

### Amend clause 42.01 as follows:

- 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 **seven hundred and fifty dollars (\$750) per year**. Such tool allowance shall be paid to the employee in November of each year.
- 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 44 – HEALTH AND SAFETY

### Amend Article 44 as follows:

**All other clauses and Letters of Agreement in Article 44 to remain status quo.**

### Amend clause 44.01 as follows:

- 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 co-operate in improving practices in the workplace that provide a safe and healthful environment in which to work.

## Memorandum of Settlement

---

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.

### Amend clause 44.04 as follows:

- 44.04 (a) The terms of reference for all multi-location joint health and safety committees shall be agreed between the parties.
- 44.04 (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.

### Add new clause 44.06 as follows:

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.

### Add a new Letter of Agreement as follows:

LETTER OF AGREEMENT  
VEHICLE SAFETY ISSUES

Each of the following Divisions/Section – i.e., Transportation Services; Solid Waste Management Services; Toronto Water; Toronto EMS; 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/Section 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.

### Add a new Letter of Agreement as follows:

LETTER OF AGREEMENT -

## Memorandum of Settlement

---

### EMERGENCY PREPAREDNESS & EMERGENCY RESPONSE

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.

### **Do not Renew existing Letter of Agreement on Joint Health and Safety Committee and Replace with New Letter of Agreement on Joint Health and Safety Forum as follows:**

#### 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 Cluster.

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 <insert date of ratification>, 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.

### **Renew existing Letter of Agreement entitled:**

#### LETTER OF AGREEMENT EMERGENCY VEHICLES

### **Add a New Memorandum Item Only as follows:**

Toronto EMS Health and Safety

## Memorandum of Settlement

---

The parties agree that a meeting will be scheduled within ninety (90) days from <insert date of ratification> between the Executive Director of Human Resources, the Chief/General Manager of Toronto Emergency Medical Services, the President of Local 416, and the Local 416 Chief of Health & Safety to discuss the functioning of a joint divisional health and safety committee at Toronto EMS.

### ARTICLE 45 – AMBULANCE APPENDIX

ALL OTHER CLAUSES IN ARTICLE 45 TO REMAIN STATUS QUO

**MAINTAIN THE EXISTING LANGUAGE ON CLAUSE 45.02 AND ADD A NEW MEMORANDUM ITEM ONLY AS FOLLOWS:**

Memorandum Item Only – Meal Break Payments (This Memorandum Item Only to be included in the printed Collective Agreement)

The parties agree that the Toronto EMS Labour Management committee shall pursue meaningful consultation with Local 416 with the goal of developing the specifications required for a Request for Proposal to automate all payments owed to Paramedics in relation to missed or late meal break variances in an accurate and timely fashion. During the term of the Collective Agreement ratified on <<insert date of ratification>>, the Request for Proposal shall be tendered and, if the available budget allocation exists, the contract shall be awarded. In the interim, within 90 days of <<insert date of ratification>>, Toronto EMS will implement a web-based form and system for Paramedics to submit and track TCEU - Toronto EMS Meal Break Complaint Forms.

AMEND CLAUSE 45.03 AS FOLLOWS:

**Ambulance Toronto EMS  
Labour Management Committee**

**45.03** The City and the Union agree to establish a Toronto Emergency Medical Services (TEMS) labour management committee to consider, review and monitor on an ongoing basis, matters related to issues of interest to Toronto EMS ~~the Ambulance Division~~ and the Local 416 Ambulance 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 ~~which includes the Unit Chair and the National Representative~~ and a maximum of five (5) representatives of the City. TEMS shall pay for all hours spent by TEMS employees in the committee meetings up to a maximum of five (5) employees. The off-duty TEMS employees ~~participants~~ who attend on their scheduled days off will be compensated at time and one half (1½) for up to four (4) hours.

## Memorandum of Settlement

---

An agenda of the subjects to be discussed will be submitted at least ~~five (5) working~~ seven (7) days before the day agreed upon for the meeting. Seven (7) ~~working~~ days prior to the meeting, the Union shall provide TEMS with the names of the five (5) representatives who will be attending.

**AMEND CLAUSES 45.04(a)(i) AND (ii), 45.04(c)(i) AND (ii), AND 45.04(e) AS FOLLOWS:.**

**DELETE THE “MEMORANDUM OF AGREEMENT ONLY – SUMMER SHIRTS”.**

**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) TEMS 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.

\*\*\*\*\*

45.04(c)(i) On an annual basis each Paramedic shall receive the following uniform items: four (4) shirts, three (3) t-shirts, 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) On an annual basis each TEMS employee, working in the Garage, Stores, Scheduling and Facilities shall receive four (4) shirts, three (3) t-shirts, three (3) summer shirts, two (2) turtleneck shirts, two (2) pairs of pants. Safety glasses will be re-issued as required.

\*\*\*\*\*

**45.04 (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.

**ADD A NEW MEMORANDUM ITEM ONLY FOR ANNUAL UNIFORM ISSUE**

**MEMORANDUM ITEM ONLY –  
POINT SYSTEM**

(i) The Union and the City will meet within six (6) months of <insert date of ratification> 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 carry over 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.



## Memorandum of Settlement

---

(iii) If the parties reach mutual agreement on a point system, a Memorandum of Agreement will be signed and its terms implemented.

### AMEND CLAUSE 45.09 WITH THE FOLLOWING AMENDMENT:

**45.09** A Paramedic, ~~staff permitted~~ who requests to move temporarily to a lower Paramedic classification shall have ~~their~~ his/her wages maintained at the higher rate for a period of up to six (6) months. ~~During this period an employee~~ A Paramedic will not be permitted to ~~opt to~~ move to a lower classification more than twice in a six (6) month period. A Paramedic ~~staff~~ shall be returned to ~~their~~ his/her former position, when requested by the Paramedic ~~employee~~, 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, ~~employees~~ Paramedics shall only be authorized to move to ~~bid on~~ 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.

### AMEND CLAUSE 45.11 AS FOLLOWS: COURT OR CORONER'S COURT

**45.11** Employees in the classification of ~~Ambulance~~ Paramedic who are required to appear in Court or at Coroners' ~~inquiries~~ 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, his/her 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 his/her shift has been changed in accordance with Article 11.

### AMEND CLAUSE 45.15 (a) AS FOLLOWS:

**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.**

## Memorandum of Settlement

---

### AMEND THE QUARANTINE LANGUAGE IN CLAUSE 45.17 (a) AS FOLLOWS:

#### 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** ~~a certified medical practitioner~~ because of a job-related incident shall be treated as a leave of absence with pay for the duration of the quarantine.

### AMEND 45.18 AS FOLLOWS:

Public Safety Unit, EMS Tactical Paramedics, Chemical, Biological, Radiological, Nuclear Response Team and Heavy Urban Search and Rescue

45.18 Employees within the Toronto EMS Division who are members of the Public Safety Unit (PSU), EMS Tactical Paramedics (ETF), ~~and Chemical Biological Radiological Nuclear Response Team (CBRN), and the Heavy Urban Search and Rescue Team (HUSAR)~~ shall, in addition to their regular salary, be paid ~~a premium of \$2.25 per hour for all time worked while on an active PSU/ETF/CBRN assignment with a minimum of four (4) hours at this rate for the first call out. Subsequent PSU/ETF/CBRN assignments during that shift shall be paid the \$2.25 per hour for each hour worked. Calls of less than one (1) hour will be paid the full \$2.25.~~ an annual premium, pro-rated monthly based on the number of months assigned to the team as follows:

#### Category 1:

ETF (Full Time) --

**\$1000.00 annual premium to be prorated monthly**

#### Category 2:

CBRN (Full Time), HUSAR (Call-out), PSU (Call-out) --

**\$425.00 annual premium to be prorated monthly**

#### Category 3:

CBRN (Swing), ETF (Swing) –

**\$250.00 annual premium to be prorated monthly**

These earnings will be prorated 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 his/her entitlement for that year. **Upon commencement of the twelve (12) month period on November 1, 2009, Paramedics shall no longer be eligible to receive \$2.25 per hour premium referred to in the previous Collective Agreement.**

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 only receive the annual premiums applicable to a maximum of two (2) teams, (only one Full-Time team).

Paramedics are required, from time to time, to re-test and re-qualify for the above mentioned teams.

## Memorandum of Settlement

---

Note: The Union agrees to withdrawing the HUSAR Policy grievance AMB-07-XXX dated <insert date of grievance> before Arbitrator Anne Barrett, upon ratification of the Collective Agreement dated <insert date of ratification>. The City agrees to provide a letter confirming that within sixty (60) days of <insert date of ratification> HUSAR paramedics will be paid \$850.00 as a retroactive Category 2 special operations premium as compensation for the period from the date of the grievance to October 31, 2009.

### AMEND CLAUSE 45.22 AS FOLLOWS:

#### Distribution of Overtime

**45.22** The parties agree to maintain the current practice with respect to the distribution of overtime hours within TEMS. This practice shall remain in place unless otherwise agreed to between the parties. The City and the Union agree to meet within one hundred twenty (120) days of ~~ninety (90) July 20, 2005~~ <insert date of ratification> to review the distribution of overtime and to confirm the process of distribution of overtime. Once completed, the established process will form part of the Collective Agreement as clause 45.22.

### DO NOT RENEW LETTER OF AGREEMENT – BUMPING PROCESS

### AMEND THE EARLY RETIREMENT LETTER OF AGREEMENT - EARLY RETIREMENT

The parties acknowledge that the Federal Government ~~has proposed amendments to~~ amended the Income Tax Act Regulations to include Paramedics as a Public Safety Occupation. The parties further acknowledge ~~understand~~ that in order to include Paramedics in the OMERS NRA60 Pension Plan Program, the OMERS Sponsors' Corporation must make amendments to the plan design and text. ~~Program changes may need to be made to the~~ Municipal Act, and the OMERS Act.

The City and the Union agree that ~~there shall be a~~ the committee established to investigate all aspects of converting Paramedics to the OMERS NRA60 Pension Plan shall continue its work, with the ~~This committee shall consist of three (3) representatives from the City and three (3) representatives from the Union.~~ TEMS shall pay for all hours spent by TEMS employees in the committee meetings, up to a maximum of three (3) employees. TEMS 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.

## **Memorandum of Settlement**

---

3. Upon receipt of the actuarial valuation requested by the City to determine the cost of future and past Paramedic service of the TEMS 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.

### **DO NOT RENEW THE LETTER OF AGREEMENT – INVESTIGATIONS COMMITTEE**

### **DO NOT RENEW THE LETTER OF AGREEMENT - MEAL BREAK COMMITTEE**

### **RENEW AS AMENDED THE LETTER OF AGREEMENT - SENIOR PARAMEDICS**

#### **Senior Paramedics**

To address the challenges facing an aging workforce, Toronto Emergency Medical Services is committed to continuously reviewing its services and making work opportunities available to Paramedics within current classifications.

Within sixty (60) days of <insert date of ratification>, 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 EMS Chief/General Manager and the President, TCEU, Local 416 by ~~December 31, 2005~~ June 30, 2010. The recommendations will include how opportunities can be made available to the Paramedics.

### **AGREED TO AMEND THE LETTER OF AGREEMENT—SWING SHIFT AS FOLLOWS:**

Swing staff are those junior Paramedics who have not as yet been permanently assigned to a station. The following provisions apply to their working conditions:

1. The City shall assign senior 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. TEMS assigns each of the swing staff to a specific rotation and geographic area cycle.
3. The number of changes for switching day shifts to night shifts for personnel 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.

## Memorandum of Settlement

---

4. ~~(a)~~ Swing staff, without a station assignment will be given the option of: (a) being paged; or (b) calling Scheduling ~~(5 per colour code) will be given the option of (a) being provided with a pager, (b) being called by Toronto EMS or (c) calling in~~ prior to the commencement of their shift in order to confirm their station assignment.
4. ~~(b)~~ The thirty ~~(30)~~ swing staff will be selected from those volunteering and where there are more than the required number, selection will be by volunteer seniority.
5. ~~(a)~~ Pagers shall be provided ~~based on operational requirements~~ and maintained by the Division.
5. ~~(b)~~ No page will be sent to an employee within forty-five (45) minutes prior to the commencement of their shift. If the employee receives a page within the above time frame, then the employee shall proceed to the paged location and be subject to (c) below and (6) below.
5. ~~(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 (6) below.
6. 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.
7. In the event that the employee chooses to use his personal vehicle on the business of the corporation, he shall be compensated for such usage in accordance with the Collective Agreement.
8. 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 EMS. Issues to be discussed will include the following:

#### The Toronto EMS Operational Service Model

Within sixty (60) days of <insert date of ratification> Toronto EMS will convene a special meeting of the Toronto EMS Labour Management committee which will include the Chief/General Manager of Toronto EMS, the President of Local 416 and the Ambulance Unit Chair. The purpose of this meeting will be to discuss with Local 416 the implementation plans for the Toronto EMS operational service model and the allocation of EMS 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:

## Memorandum of Settlement

---

In addition, Within sixty (60) days of <insert date of ratification> Toronto EMS will convene a special meeting of the Toronto EMS Labour Management Committee which will include the Chief/General Manager of Toronto EMS, the President of Local 416 and the Ambulance Unit Chair. The purpose of this meeting will be to engage in meaningful consultation regarding the development of 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. ~~The Training Plan/Protocol should be reviewed with recommendations no later than three (3) months after the signing of this Memorandum.~~

If the City authorizes the employee to train during the employee's regular working hours he/she shall be compensated at their regular rate of pay. If the City authorizes the employee to train on the employee's day off he/she shall be compensated at the appropriate overtime rate of pay.

### **AMEND THE 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.

### **ADD NEW -- MEMORANDUM ITEM ONLY (THIS MEMORANDUM ITEM ONLY IS TO BE INCLUDED IN THE PRINTED COLLECTIVE AGREEMENT)**

#### **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.

## Memorandum of Settlement

---

The parties will explore the feasibility of creating modified work in areas of Community Medicine, First Aid, Community Referral EMS (CREMS), vaccination clinics, and public relations/injury prevention, and any other opportunity mutually agreed to by the parties.

The terms of this Memorandum Item shall expire on December 30<sup>th</sup> of the last year of the Collective Agreement ratified on <<insert date of ratification>>.

### ARTICLE 47 – CONTINUOUS LEARNING, TRAINING AND APPRENTICESHIPS

#### Add a New Article 47:

#### CONTINUOUS LEARNING, TRAINING AND APPRENTICESHIPS

The parties agree to include under this Article, all Letters of Agreement for which the parties have agreed upon a training or continuous learning focus. The following Letters of Agreement will be included:

- Letter of Agreement – Joint Committee for Continuous Learning
- Letter of Agreement – Joint Training
- Letter of Agreement – Computer Training
- Memorandum Item Only – Career Awareness & Development Initiative
- Letter of Agreement – On-the-Job Training Opportunities
- Memorandum of Agreement – Fleet Services Automotive Mechanic Apprenticeship (subject to agreement of the parties)
- Letter of Agreement – Plant Technicians Wastewater – On the Job Training Program
- Letter of Agreement – Continued Training for Existing Plant Technicians and Developmental Plant Technicians –Toronto Water

The remainder of Article 47 of the 2005-2008 Collective Agreement not identified above, will move to a new Article 48 – 'Letters of Agreement' with agreed to amendments if applicable, unless there is agreement to not renew a Letter of Agreement(s).

#### THE PARTIES HAVE AGREED TO NOT RENEW THE LETTERS OF AGREEMENT ON JOINT COMMITTEE FOR APPRENTICESHIP/SKILLED TRADES AND JOINT COMMITTEE TRAINING AND DEVELOPMENT

**MERGE LETTER OF AGREEMENT – JOINT COMMITTEE FOR APPRENTICESHIP/SKILLED  
TRADES (p.178, 179 of the 2005-2008 Collective Agreement)  
WITH LETTER OF AGREEMENT – JOINT COMMITTEE TRAINING AND DEVELOPMENT  
(p.179, 180 of the 2005-2008 Collective Agreement)**

## **Memorandum of Settlement**

---

### **AND REPLACE WITH ARTICLE 47 – NEW –**

#### **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 Executive Director of Human Resources and the President of Local 416.



## **Memorandum of Settlement**

---

### **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 Executive Director of Human Resources.
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.

## **Memorandum of Settlement**

---

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, 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.

### **Add new Letter of Agreement on Computer Training as follows:**

#### 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

## **Memorandum of Settlement**

---

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 that 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 <insert date of ratification>, to review the Letter of Agreement's progress and to discuss renewal of the Letter of Agreement.

### **Add new Memorandum Item Only as follows:**

#### **CAREER AWARENESS & DEVELOPMENT INITIATIVE**

For the period of January 1, 2010, until the expiry of the Collective Agreement, the parties agree to the following trial initiative: to provide opportunities for permanent employees in the Local 416 unit; and to provide career awareness opportunities for youth and individuals from the City of Toronto's Priority neighbourhoods.

The purpose of this initiative is to support permanent employees (Participants) in their career prospects by providing them with opportunities to work with permanent employees in other workplaces who have a desire to develop leadership and communication skills (Advisors).

In addition, this initiative will provide individuals (Interns) from the community with exposure to the workplace to help them develop positive work habits and behaviours necessary for a successful entry into the labour market.

This Memorandum Item shall not apply to Field Training Officers in Toronto Emergency Medical Services.

The Career Awareness and Development Initiative for employees in the Local 416 unit is separate and distinct from other learning and development and apprenticeship programs.

## **Memorandum of Settlement**

---

The parties agree to establish a Joint Committee, which will include equal representation from Local 416 and the City, which will participate in the development and provide input into the implementation process of the Career Awareness and Development Initiative (hereinafter referred to as "the CADI Committee").

### **DEFINITIONS AND EXPECTATIONS**

1. A Participant is a permanent employee who is interested in, and subsequently selected, to participate in this initiative to explore an alternate internal career opportunity within the Local 416 bargaining unit.
2. An Advisor is a permanent employee who is interested in, and subsequently selected, to participate in the initiative for the development of effective leadership and communication skills.
3. Participants and Advisors shall cooperate and take an active role in the initiative.
4. An Advisor shall continue to receive the rate of pay he/she was receiving prior to his/her involvement in this initiative. If such employee was performing superior duties or receiving an alternate rate prior to involvement in this initiative and such duties continue, he/she shall continue to receive the applicable rate.
5. A Participant shall receive the rate of pay of his/her base permanent classification when involved in this initiative. Notwithstanding the above, Participants who are receiving wage protection shall continue to receive the applicable wage rate in accordance with the Collective Agreement.

### **PART A – PARTICIPANTS**

1. Twice per calendar year, up to ten (10) career awareness opportunities may be made available for employees interested in alternate career opportunities within the Local 416 unit.

In each calendar year, there shall be the same number of opportunities made available for Participants under this paragraph of the Career Awareness Development Initiative as there are Interns referenced in Part B below.

2. In addition to the opportunities identified in Part A, paragraph 1, twice per calendar year, up to ten (10) career awareness opportunities may be made available for employees who have been deemed permanently displaced and requiring permanent accommodation. The Corporate Modified Work Committee (CMWC), in consultation with the Individual Modified Work Teams (IMWT), may make recommendation regarding which employees may be offered placements in these career awareness opportunities. Recommendations will be based on the employee's restrictions and his/her recommended rehabilitation program(s), subject to Part A, paragraph 3. For clarification, it is agreed and understood that this provision does not diminish any rights contained in Article 46 of the Collective Agreement.

## **Memorandum of Settlement**

---

3. The employees requesting opportunities under Part A, paragraph 1 or referred under Part A, paragraph 2, will be selected based on seniority, a positive match between the employee's career interests and the opportunities available, operational requirements (e.g., work location) and recommendations from the CMWC, where applicable.
4. The duration of each career awareness opportunity will be for a period of no less than two (2) weeks and no more than eight (8) weeks. All pertinent information relating to Career Awareness opportunities shall be provided to the Joint Committee.
5. Prior to the opportunity commencing, Participants will be provided with the appropriate health and safety orientation.
6. The CADI Committee will review the career awareness opportunities and provide input prior to the City offering such opportunities to employees.
7. Employees may be eligible to participate in a maximum of two (2) career awareness opportunities during the term of this Memorandum Item.
8. Employees seeking a first career awareness opportunity will be given priority over employees seeking a second such opportunity.

### **PART B – INTERNS**

1. The City may hire Interns from outside of the bargaining unit in order to allow individuals to develop positive work habits and behaviours necessary for a successful entry into the labour market.

For the purpose of this Memorandum Item, such Interns shall become members of the Local 416 Bargaining Unit for the duration of their Internship appointment.

2. In each calendar year, there shall be the same number of Interns as there are opportunities made available for Participants in the Career Awareness Development Initiative referenced in Part A above.
3. An individual will not have the right to participate in more than one internship opportunity.
4. Interns will be assigned to employees (Advisors) who are seeking an opportunity to develop their leadership and communication skills in accordance with Part C below.
5. An Intern shall only assist and shadow Advisors, as well as perform basic tasks independently. An Intern shall normally perform such basic tasks that are less in responsibility than the Labourer 3/Student classification.
6. To ensure Interns obtain exposure to a variety of City operations, the opportunities provided may involve rotations to multiple work locations or Advisors for a period of time.
7. Interns will be provided with the appropriate health and safety orientation.
8. The duration of each Internship opportunity will be for a period of no less than two (2) weeks and no more than eight (8) weeks.

## **Memorandum of Settlement**

---

9. Interns will be special status members of the Local 416 bargaining unit, and only the following shall apply:
  - (i) Interns will be paid 77% of the Labour 3/Student wage rate.
  - (ii) Interns may access the Employee Assistance Program.
  - (iii) Interns will be provided with four percent (4%) vacation pay.
  - (iv) Interns will also have access to the following Articles of the Collective Agreement: Articles 2, 6, 7, 9, 10, 12, 30, 31, 32, 33, 37, 44. In the event that an Intern works overtime in accordance with "end of shift" overtime, he/she shall be subject to overtime compensation in accordance with Article 8.
10.
  - (i) Interns will accrue aggregate hours and such hours will be recorded on an Intern List. The City will provide such list to the Union at the same time that the bi-monthly seniority list in Article 27 is provided.
  - (ii) Interns shall be considered terminated at the completion of their Internship appointments.
  - (iii) Prior to the end of an employee's Intern opportunity, he/she will be provided with an exit review meeting and an employment rating. If his/her employment rating is satisfactory and provided he/she is fully qualified for the advertised opportunity, he/she will be given consideration over other qualified external applicants.
  - (iv) An Intern who has completed his/her Internship and who is subsequently hired into a temporary or permanent position, shall serve a full six (6) month probationary period in accordance with Article 5. Upon successful completion of such probationary period, he/she shall have his/her aggregate hours from his/her Internship period, credited retroactively. Those aggregate hours would then be credited to his/her seniority for the next seniority list to be released in accordance with Article 27.
  - (v) An individual will be removed from the Intern List, and shall lose all service and aggregate hours, after twenty-four (24) months have elapsed from the date of completion of his/her internship appointment, provided he/she has not been subsequently hired for a temporary or permanent position at the City in the Local 416 Bargaining Unit.

### **PART C – ADVISORS FOR PARTICIPANTS AND INTERNS**

1. There will be one (1) Participant assigned to an Advisor.
2. There may be one (1) or more Interns assigned to an Advisor.
3. Advisor opportunities will be made available once a Participant and/or Intern opportunity is identified.

## Memorandum of Settlement

---

4. An Advisor will be selected based on the senior qualified process and may be assessed for the purpose of determining qualifications and ability to perform the duties of an Advisor. In addition, the Advisor must maintain a satisfactory work record while performing the duties of an Advisor.
5. Acceptance of the Advisor role will be voluntary.
6. After the Advisor has been selected, he/she will be provided with orientation outlining the goals and expectations of the Initiative, including resources available for assistance regarding his/her role and responsibilities.

### **PART D – ADMINISTRATION**

1. Allegations that any Participant, Intern or Advisor has failed to cooperate or participate in the Initiative may result in their removal. The issue will then be referred to the CADI Committee for resolution. Removal from the opportunity for any reason shall not be considered disciplinary.
2. Notwithstanding the provisions of this Memorandum Item, the City or the Union may terminate the Career Awareness & Development Initiative with eight (8) weeks' written notice to the other party.
3. Any issues or concerns either party may have regarding the operation of this Initiative will be referred to the CADI Committee for resolution.
4. During the term of this Memorandum Item, except for Participants identified by the CMWC, Participants and Advisors will only be selected from those participating divisions.
5. Notwithstanding Part D, paragraph 4 above, any Division may opt in or out of this Initiative or choose to participate on a limited basis. For example, a Division may restrict its participation to providing Advisor opportunities in order to facilitate an Internship or a Participant opportunity.
6. Divisions will be encouraged to participate in both the Intern and CADI Initiatives. An invitation to a CADI Committee meeting will be extended to any Division who has not expressed an interest in participating at this time in order to provide more information on the Initiatives.

### **New Letter of Agreement:**

LETTER OF AGREEMENT  
ON-THE-JOB TRAINING OPPORTUNITIES

- ARBORIST 3
- WATER MAINTENANCE WORKER 2
- ELECTRICAL INSTRUMENTATION CONTROL TECHNICIAN; AND

## Memorandum of Settlement

---

- 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/Cluster, 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/Cluster agrees to convene a meeting within one-hundred and twenty (120) days of <insert date of ratification> 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/Cluster 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.



## Memorandum of Settlement

---

The parties have agreed to amend the “Letter of Agreement – Fleet Services Automotive Mechanic Apprenticeship – Two-Year Pilot Program” as follows:

### ARTICLE 47 – CONTINUOUS LEARNING, TRAINING AND APPRENTICESHIPS

#### LETTER OF AGREEMENT FLEET SERVICES -- AUTOMOTIVE MECHANIC APPRENTICESHIP

*The following are the terms and conditions, which apply to the Automotive Mechanic Apprenticeship Program in Fleet Services for Automotive Mechanics. Such Program is permitted and shall be applied in accordance with the “Apprenticeship and Certification Act, 1998”, as amended.*

1. This Agreement is without prejudice or precedent to any other agreement between the parties with respect to any other apprenticeship or training program.
2. The parties agree to an Automotive Mechanic Apprenticeship Program in the Fleet Services Division.
3. Automotive Mechanic Apprentice vacancies will be posted in accordance with the Collective Agreement. Where there are an insufficient number of qualified applicants to the Apprenticeship Program, the City shall advertise externally.
4. The Ministry of Training, Colleges and Universities (MTCU) will determine the years of credit in the Automotive Mechanic Apprenticeship Program, based on the employee’s qualifications, experience, and/or exam results or any other criteria determined by the Ministry. Employees will be placed in the appropriate year of the Apprenticeship Program, once the MTCU has made a determination.
5. The City agrees to pay employees their Table A or B regular wages, as applicable, while in attendance at trade school, as well as the initial costs of tuition for the compulsory trade school courses required by the MTCU for the Apprenticeship Program. In addition, employees may access any other training and leave opportunities available through City policies and the Collective Agreement.
6. Employees who enter the Automotive Mechanic Apprenticeship Program prior to <insert date of ratification> will receive the wage rates of the Automotive Mechanic Apprentice as specified below in Table A of this Agreement. As employees successfully complete each year of the Automotive Mechanic Apprenticeship Program, as determined by the MTCU, they will progress through the applicable year wage rate in Table A as follows:

## Memorandum of Settlement

---

### **Table A – Rates for Employees in the Apprenticeship Program prior to <insert date of ratification>**

Automotive Mechanic Apprentice 1 <sup>st</sup> Year	\$27.44
Automotive Mechanic Apprentice 2 <sup>nd</sup> Year	\$28.11
Automotive Mechanic Apprentice 3 <sup>rd</sup> Year	\$29.09
Automotive Mechanic Apprentice 4 <sup>th</sup> Year	\$29.74
Automotive Mechanic Apprentice 5 <sup>th</sup> Year	\$31.04
Automotive Mechanic Apprentice 6 <sup>th</sup> Year	\$32.05 *
Automotive Mechanic Apprentice 7 <sup>th</sup> Year	\$32.68

Any negotiated or awarded wage adjustments will be applicable to these rates.

\*To qualify for the Automotive Mechanic Apprentice 6<sup>th</sup> year rate (Automotive Mechanic 3), an employee must have obtained his/her Truck and Coach Technician License.

7. Employees who enter the Automotive Mechanic Apprenticeship Program after <insert date of ratification> will receive the wage rates of the Automotive Mechanic Apprentice as specified below in Table B of this Agreement. As an employee successfully completes each year of the Automotive Mechanic Apprenticeship Program, as determined by the MTCU, he/she will progress to the applicable wage rate as follows:

### **Table B – Rates for Employees entering the Apprenticeship Program after <insert date of ratification>**

	% of Automotive Mechanic 2 Wage Rate
Automotive Mechanic Apprentice 1 <sup>st</sup> Year	70%
Automotive Mechanic Apprentice 2 <sup>nd</sup> Year	73%
Automotive Mechanic Apprentice 3 <sup>rd</sup> Year	76%
Automotive Mechanic Apprentice 4 <sup>th</sup> Year	79%
Automotive Mechanic Apprentice 5 <sup>th</sup> Year	82%
Automotive Mechanic Apprentice 6 <sup>th</sup> Year	96.7% *
Automotive Mechanic Apprentice 7 <sup>th</sup> Year	98.6%

Any negotiated or awarded wage rate adjustments subsequent to 2009 will be applied to these rates.

\*To qualify for the Automotive Mechanic Apprentice 6<sup>th</sup> year rate (Automotive Mechanic 3), an employee must have obtained his/her Truck and Coach Technician License.

8. A permanent employee who enters the Automotive Mechanic Apprenticeship Program shall continue to receive the rate of pay of his/her base classification that he/she was receiving prior to entering the Program. Such rate of pay shall remain in effect until it is less than the applicable wage rate for the Program as specified above, in Table B, at which time the higher rate shall apply.
9. When there is a requirement to fill an Automotive Mechanic 2 position, the vacancy will be posted in accordance with the Collective Agreement. An employee who has successfully completed his/her Automotive Mechanic Apprenticeship Program and is in receipt of a

## Memorandum of Settlement

---

Truck and Coach Technician Certificate and an Automotive Service Technician Certificate, will receive the Automotive Mechanic 2 rate.

10. The City and the Union agree that there is an expectation that employees who enter the Automotive Mechanic Apprenticeship Program will progress through the Program steps above, or they shall be removed from the Program. If an employee fails to meet the required progression in the Program as a result of occurrences beyond the employee's control, the City shall, prior to removing him/her from the Program, meet with the employee and the Unit Chair to discuss possible extensions to allow him/her to continue in the Program.
11. Should a permanent employee be removed from or elect to withdraw from the Program, he/she will, unless Article 19.07 is applicable, be subject to Article 28, save and except Clauses 28.01, 28.07 and 28.08, of the Collective Agreement. The rate applicable to his/her former base classification, including any negotiated increases, shall be used for the purposes of selecting a vacancy or displacing a junior employee at the same or lower rate of pay. In exercising his/her rights under Article 28, this employee shall not be considered qualified to be an Automotive Mechanic Apprentice or Automotive Mechanic 2.
12. Should a temporary employee, which would include an employee who was not in the Bargaining Unit prior to entering the Program, be removed or elect to withdraw from the Program, he/she will be subject to Article 5 or Clause 29.01 of the Collective Agreement, unless Article 19.07 is applicable. In exercising his/her rights under Clause 29.01, this employee shall not be considered qualified to be an Automotive Mechanic Apprentice or Automotive Mechanic 2.
13. The City and the Union agree that until such time as an employee successfully completes the Automotive Mechanic Apprenticeship Program, he/she will, if not hired from a permanent position from the Local 416 Bargaining Unit, be identified as a temporary employee on a special undertaking.
14. The City and the Union agree that an employee in the Automotive Mechanic Apprenticeship Program shall not be subject to any of the bumping or work selection processes provided for in the Collective Agreement.
15. This Agreement shall be enforceable through the grievance and arbitration procedure and the employee shall have the right to grieve his/her removal from the Program.
16. The City may provide six (6) months' written notice to the Union that this Program will come to an end; however, any current Automotive Mechanic Apprentice will have the opportunity to complete the Apprenticeship Program.

Dated <insert date of ratification>

## **Memorandum of Settlement**

---

### **New Letter of Agreement:**

#### **LETTER OF AGREEMENT - PLANT TECHNICIANS WASTEWATER – ON-THE-JOB TRAINING PROGRAM**

#### **THE PARTIES HAVE AGREED TO:**

- **DELETE THE ARTICLE 47 LETTER OF AGREEMENT – PLANT TECHNICIANS AND PLANT TECHNICIAN TRAINEES (p. 181-183 of the 2005-2008 Collective Agreement)**
- **THE NEW PLANT TECHNICIAN WASTEWATER JOB PROFILE (SEE BELOW)**
- **THE RATE OF PAY AND TRAINING RATES OF PAY FOR THE NEW PLANT TECHNICIAN WASTEWATER CLASSIFICATION ARE AS FOLLOWS AND SHALL CORRESPOND TO THE MOE LICENCE LEVELS:**

**PLANT TECHNICIAN WASTEWATER (\$33.14 OCT 1, 2008 RATE)  
(TRAINING RATE 1: \$26.51 OCT 1, 2008 RATE)  
(TRAINING RATE 2: \$28.17 OCT 1, 2008 RATE)  
(TRAINING RATE 3: \$29.83 OCT 1, 2008 RATE)**

**AND SCHEDULE 'A' SHALL BE AMENDED ACCORDINGLY**

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 <insert date of ratification>, 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 <insert date of ratification>, 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

## **Memorandum of Settlement**

---

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 MOE 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 < insert date of ratification >, 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 <insert date of ratification> 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 <insert date of ratification> 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 his/her Ministry of Environment (MOE) 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 MOE Wastewater Treatment Licence – Training Rate 1  
Class 2 MOE Wastewater Treatment Licence – Training Rate 2  
Class 3 MOE Wastewater Treatment Licence – Training Rate 3

A successful applicant who enters the training program and already possesses a written current MOE 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.

## **Memorandum of Settlement**

---

### **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 MOE 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 MOE Class 4 Wastewater Treatment Operator's Licence (obtained by written exam) issued under Ontario Regulation 129/04 (as amended), he/she will not be placed into this training program, however, he/she will be provided with an extended Orientation period that will ensure he/she is 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 Ministry of Environment (MOE) and he/she is 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 he/she 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 < insert date of ratification >, has secured an MOE Wastewater Treatment Class 4 Licence, he/she will, if not employed by the City in another permanent position at the time that he/she 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.

## Memorandum of Settlement

---

- 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 he/she 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:

MOE Wastewater Treatment Licence Class 1- required to write and pass the written exam within 90 days of entering the training program.

MOE Wastewater Treatment Licence Class 2- required to write and pass the written exam within 1 year of obtaining Class 1.

MOE Wastewater Treatment Licence Class 3- required to write and pass the written exam within 3 years of obtaining Class 1.

MOE 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 MOE 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 him/her 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 him/her 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 he/she was 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

## **Memorandum of Settlement**

---

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, he/she 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 < insert date of ratification> be unsuccessful in complying with the schedule by the deadlines set out above, subject to the permissible extension, he/she will be removed from the training program.

Should a permanent employee be removed from or elect to withdraw from the training program, he/she 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, 28.07 and 28.08, of the Collective Agreement. The rate applicable to his/her 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 his/her rights under Article 28, 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 < insert date of ratification>, be removed from or elect to withdraw from the training program, he/she will, unless Article 5 or Clause 19.07 is applicable, be subject to Clause 29.01 of the Collective Agreement. In exercising his/her rights under Clause 29.01, 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:



## **Memorandum of Settlement**

---

### 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
- MOE 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 MOE 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 <insert date of ratification> and in this training program will have the opportunity to complete the training program.

## **Memorandum of Settlement**

---

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.

### **Add New Letter of Agreement:**

LETTER OF AGREEMENT – CONTINUED TRAINING FOR EXISTING PLANT TECHNICIANS AND DEVELOPMENTAL PLANT TECHNICIANS – TORONTO WATER (EMPLOYED AS OF <INSERT DATE OF RATIFICATION>)

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 <insert date of ratification>. 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 Environment (MOE) licence with any costs for any training and/or tests that are required, as pre-approved by the City.

Within 90 days of <insert date of ratification>, the parties agree to jointly review and confirm all Continuing Education Units (CEU), and Operator In Charge (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 <insert date of ratification>.

Rates of pay for Developmental Plant Technicians in Wastewater Treatment will continue to correspond with applicable Wastewater Treatment licence levels OIT/Class 1, Class 2, Class 3 as set out in Schedule 'A'.

OIT/Class 1 MOE Wastewater Treatment Licence – DPT 3  
Class 2 MOE Wastewater Treatment Licence – DPT 2  
Class 3 MOE Wastewater Treatment Licence – DPT 1

Employees in the classification of Developmental Plant Technician working in Wastewater Treatment hired before <insert date of ratification>, 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 Ministry of the Environment (MOE).

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.

## Memorandum of Settlement

---

### Agreed:

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.

### Renew the Existing Letter of Agreement on Professional and/or Licence Fees with a Housekeeping Amendment to reflect the current date:

LETTER OF AGREEMENT  
PROFESSIONAL AND/OR LICENCE FEES

The City shall continue to pay for the 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 ~~July 20, 2005~~ <insert date of ratification> to review such practices and to develop a consistent procedure for positions within the bargaining unit.

## ARTICLE 48 - LETTERS OF AGREEMENT

### ADD A NEW CLAUSE AS FOLLOWS:

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.

### Renew with Amendments:

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.

## Memorandum of Settlement

---

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.

~~3. In addition, the parties agree to meet during the term of the Collective Agreement to address issues related to skilled trades and apprenticeship training for Local 416 members. Either party will have the opportunity to identify agenda items.~~

~~4. The City agrees to advise the Union of any apprenticeship program that is being contemplated for Local 416 members, and to consult with the Union prior to implementing such programs.~~

### Renew Letter of Agreement entitled:

LETTER OF AGREEMENT  
"CLEAN AND BEAUTIFUL CITY" INITIATIVE

The City and the Union agree to meet at the request of either party to form a joint union/management committee to find ways of helping the City achieve its goal of a clean and beautiful City. The terms of reference of the Committee to be jointly agreed to by the parties.

### Do not Renew the Letter of Agreement:

LETTER OF AGREEMENT  
ELECTRICAL & INSTRUMENTATION CONTROL - TECHNICIAN

### Amend Letter of Agreement to read:

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.

## Memorandum of Settlement

---

### 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.

**Memorandum of Settlement**

---

**Renew Letter of Agreement with the following noted amendments:**

LETTER OF AGREEMENT  
FORMER INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 793 MEMBERS

**Health-Pension Plan**

- 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:

Benefit Plan: \$4.02 per hour (Retroactive to January 1, 2009)

Pension Plan: \$5.49 per hour

- 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 enrol in and will be paid on a weekly basis by direct deposit as soon as practicable following <insert date of ratification> and otherwise in accordance with the Collective Agreement.

**Delete Letter of Agreement entitled:**

LETTER OF AGREEMENT  
HOUSING

**ARTICLE 48**

**ADD NEW LETTER OF AGREEMENT TO ARTICLE 48 AND DO NOT RENEW LETTER OF AGREEMENT ON WAGE RATE ADJUSTMENTS (Pg. 15 to 17 of the 2005-2008 Collective Agreement)**

NEW  
LETTER OF AGREEMENT  
ARTICLE 48

**JOB EVALUATION MAINTENANCE PROGRAM**

- 1) The parties agree to develop a process of meaningful input, as set out in clause 19.01(b) of the Collective Agreement, with the mutual goal of designing a process to effectively and efficiently resolve disputes regarding job content and to ensure the internal equity of job classifications. Until the parties reach agreement on a Job Evaluation Maintenance Program (the "Program"), the provisions of clause 19.01(b) shall continue to apply with respect to the process for addressing new or changed job content and qualifications, and the provisions of clause 7.03 shall continue to apply with respect to the process for addressing the rate of pay for a new or changed job classification. Once in place, the

## Memorandum of Settlement

---

Program will be applied to identify when new or changed job content and qualifications occur in the job duties or requirements of a job classification and when such changes may require an amendment to the existing job profile or to a change in the wage grade, or both.

- 2) The parties agree to establish a Joint Committee within one hundred and twenty (120) calendar days of <insert ratification date> to develop the Program. The Program will outline a dispute resolution process which will include mediation and arbitration. The Joint Committee shall have three (3) representatives from each party. In the event the Joint Committee cannot reach agreement on the design of the Program, the matter will be referred to the President of Local 416 and the Executive Director of Human Resources for resolution. Failing resolution either party may refer the matter to mediation. The parties agree to mutually decide on the mediator and share equally in any cost.
- 3) Failing resolution through mediation, the parties will each select their own nominee in order to assist the parties in resolving any matters remaining. The two (2) nominees will then select a Chair of the Board of Arbitration which will consider any matters in dispute between the parties and make a final and binding determination of the design of the Program. The Arbitration Board will not have the authority to modify those elements to which the parties have already agreed, including those matters set out in this document. The cost of the Chair will be shared equally by both parties.
- 4) The parties agree to jointly determine the methodology for reviewing job classifications and that the Program will contain the following elements:
  - (a) It will incorporate a gender neutral comparison system;
  - (b) It will assess and compare job classifications, based upon the established measures of Skill, Effort, Responsibilities and Working Conditions;
  - (c) It will incorporate a process through which new job classifications established by the City will be evaluated in order to determine their applicable wage grade;
  - (d) It will incorporate a process to determine whether a changed job classification should move to a new wage grade in order to ensure internal equity;
  - (e) It will incorporate a process through which disputes regarding new and changed job classifications will be resolved;
  - (f) In the event that it amends the wage grade of any position, it will do so on a go-forward basis and without retroactive application; and
  - (g) It will provide transitional wage protection for employees of the bargaining unit who will be protected from loss of income (red-circled) in the event that it is determined that the wage grade for the position that the employee holds is to be reduced, unless otherwise mutually agreed by the parties.

Once completed, the documents comprising the program will form an Appendix to the Collective Agreement.

5. Upon agreement of the parties, existing job classifications requiring additional review with regard to the scope, content of duties and matters related to internal equity may be reviewed through the Program. This will include:

## Memorandum of Settlement

---

- (i) Reviewing job classifications with a view to determine which, if any, classifications should be “unbundled” into more than one job classification; and
  - (ii) Reviewing job classifications with a view to determine if new job classifications should be developed.
6. It is understood that once the Program is in effect, any changes to the existing job profiles or any adjustments to the wage grade of a position will be without retroactive application from the date the parties agree to the change.
7. Outstanding grievances as at <insert date of ratification> will proceed in an expeditious manner through the grievance and arbitration procedure in accordance with clause 7.03 and clause 19.01(b) as referenced in paragraph 1 of this Letter of Agreement.

NOTE: The initial Job Evaluation Process was implemented effective December 31, 2004. The above noted Program is designed to provide an ongoing maintenance program consistent with the original agreement between the parties.

Renew Letter of Agreement entitled:

LETTER OF AGREEMENT  
LANGUAGE HOUSEKEEPING

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.

**Amend Letter of Agreement as follows:**

LETTER OF AGREEMENT  
JOINT TRAINING

The City and the Union agree to meet within **ninety (90) days of <insert date of ratification>** 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.

**Renew Letter of Agreement entitled:**

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.

**Renew the Letter of Agreement entitled:**

LETTER OF AGREEMENT  
TORONTO PORT AUTHORITY



## **Memorandum of Settlement**

---

### **Amend and Renew Letter of Agreement:**

#### LETTER OF AGREEMENT

#### VIDEO SECURITY SURVEILLANCE; GLOBAL POSITIONING SYSTEMS (GPS) & AUTOMOTIVE 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.

### **New Memorandum Item Only:**

#### NEW MEMORANDUM ITEM ONLY - TORONTO PARKING AUTHORITY (Shall form part of the Collective Agreement)

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.

### **Add new Memorandum Item Only (not to be printed as part of the Collective Agreement):**

#### **Memorandum Item Only**

#### **RE: Income Tax – Parking Issue**

The Acting Director of Pension, Payroll and Employee Benefits will provide correspondence to the President of Local 416, confirming that:

The City of Toronto has retained external legal counsel, specializing in tax issues, to assist in responding to the Canada Revenue Agency (CRA) compliance audit that focuses on taxable benefits and the resulting payroll deduction.

The City has taken, and will continue to take, the position with the CRA that the parking provided to City employees is not a taxable benefit as a result of it being “scramble parking”. A copy of this correspondence will be provided to the President of Local 416.

The City further agrees to seek to facilitate discussions between the Union and/or its legal counsel and the CRA during the compliance audit.

## Memorandum of Settlement

---

Should the CRA determine that Parking is a taxable benefit and re-assess employees, it will be up to those individual employees to challenge their individual re-assessments.

The City agrees to discuss with the Union the adoption of an effective communications strategy in order to inform employees as to the steps they must take to challenge such a decision.

Within 30 days of <insert date of ratification>, the City will meet with the Union and the Union's counsel to discuss whether any legal avenues are available to the City to appeal the CRA decision on behalf of its employees.

### **Add a New Memorandum Item (Not to be Printed in the Collective Agreement):**

MEMORANDUM ITEM ONLY (Not to be printed in the collective agreement)  
REMAINING EMPLOYEES AFFECTED BY THE CLOSURE OF  
THE KEELE VALLEY LANDFILL SITE

This Memorandum Item is strictly without prejudice or precedent to the position of either party.

The following provisions will apply to employees originally covered by the Memorandum of Agreement – Keele Valley Landfill Site – Redeployment (“Keele Valley Agreement”):

1. The parties agree that employees affected by the Keele Valley Landfill site closure who were covered by the Keele Valley Agreement dated December 23, 2002 will be offered, and must elect one of the following options:
  - i. an employee as noted above, may elect to be confirmed in the position he/she has been performing as at <<insert date of ratification>> and shall, effective nine (9) months from the date of ratification, receive the rate of pay for such position. To be clear, the affected employees will continue to receive the rate of pay at which they have been wage protected since being redeployed on an interim basis from the Keele Valley Landfill site until the end of this nine (9) month period;

OR

- ii. an employee as noted above, may elect to be referred to the Joint Redeployment Committee and provided with redeployment options in accordance with Article 28 of the Collective Agreement. The wage rate that will be used for the implementation of 28.06 (not to include 28.06(c) from the 2005-2008 Collective Agreement), 28.09, 28.11, 28.12, 28.13, 29.02, 29.03, 29.07 shall be:
  - a) The current superior duty/alternate rate being paid to the employees (including Ken Mosnyk, Colin Brown, Bill Steele, Steve Petsinis, John Conner, Paul Bessey) or
  - b) The rate of pay of the classification into which he/she was placed on an interim basis (including Claude Okanta, Adrian Denieffe)

## Memorandum of Settlement

---

Whichever is greater.

- c) To be clear, the affected employees will continue to receive the rate of pay at which they have been wage protected since being redeployed on an interim basis from the Keele Valley Landfill Site for nine (9) months after <insert date of ratification>.

Such employees will be provided with a thirty (30) day period in which they must make their above-noted election. Employees who do not make, or decline to make, an election will be deemed to have elected to be confirmed in the position they have been performing, as outlined in paragraph 1 (i), above.

2. The parties agree that the employees affected by the closure of the Keele Valley Landfill Site who were covered by the Keele Valley Agreement dated December 23, 2002, shall not be covered by the first annual review after <<insert date of ratification>> contemplated under the Letter of Agreement – Annual Review of Alternate Rate/Superior Duty Assignments.
3. This Memorandum Item fully and finally resolves any and all issues related to the above-mentioned Keele Valley Agreement dated December 23, 2002.

### **Agree to remove from Collective Agreement:**

Human Resources Policies Earned Deferred Leave  
Category: Absence from Work Policy Statement