
**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, 2012, to December 31, 2015.
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, 2011, as amended by the following amendments:

ARTICLE 7 – WAGES

Memorandum Item

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

| | |
|-----------------|-----------------------------------|
| January 1, 2012 | 0% |
| January 1, 2013 | 1.5% Lump Sum, 0.5% added to base |

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January 1, 2014 1.75% added to base
January 1, 2015 2.25% added to base

The lump sum which becomes payable as of January 1, 2013, shall be pro-rated on the basis of the regular hours worked by the employee in the preceding calendar year and on the employee's base salary as at December 31, 2012.

An employee must be in the employ of the City on January 1, 2013 in order to receive the lump sum payment.

The lump sum payment does not form part of the employee's base salary and is not pensionable and is subject to normal statutory deductions and union dues.

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

Effective January 1, 2013, increase all rates for classifications payable on December 31, 2012, by 0.5%.

Effective January 1, 2014, increase all rates for classifications payable on December 31, 2013, by 1.75%.

Effective January 1, 2015, increase all rates for classifications payable on December 31, 2014 by 2.25%.

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

Memorandum of Settlement

Dated at Toronto this 9th day of February, 2012

For the Union:

Mark Ferguson

Dave Hewitt

Ron Johnson

Ken Fanjoy

Colin MacDonald

Darin Jackson

Jim Witteveen

Michelle Miller

Garth Smith

For the City:

Robert J. Reynolds

Dymphna Walko-Channan

Denise Balfe

Tracey Wallace

Joshua Doreen-Harfield

Danelle Caswell

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ARTICLE 2 – RECOGNITION

AMEND Letter of Agreement following 2.02 (b) as follows:

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 **twenty (20) eight (8)** weeks or more, then the Letter of Agreement – Interim Alternate Processes for Article 19 (Part C) shall apply to the temporary posting.

Letter of Agreement – Annual Review of Temporary Employees

RENEW Letter of Agreement.

ARTICLE 3 – UNION REPRESENTATION

AMEND Clause 3.12(c)(vii) as Follows:

3.12(c)(vii) The booked off individuals shall provide, on a **monthly bi-weekly** basis to **the Director, Employee and Labour Relations and Union Designate**, a log outlining which meetings they attended, **the purpose of the meetings**, which City representatives they met with, ~~including~~ and the date, time and location of the meetings. **The times not spent in meetings shall also be recorded in the log so as to ensure accountability.**

ARTICLE 6 – NO DISCRIMINATION OR HARASSMENT

AMEND Clauses 6.01 and 6.03 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

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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.

- 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.

Letter of Agreement – Employment Equity and Diversity

DO NOT RENEW letter of agreement.

ADD NEW CLAUSE 6.06 as follows:

Employment Equity and Diversity

- 6.06 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.

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ARTICLE 7 – WAGES

AMEND Clause 7.05 as follows:

- 7.05 ~~The current practices with respect to direct deposit shall remain in effect for the term of the Collective Agreement.~~ Effective the beginning of the first full pay period one month following ratification of this Agreement, it shall be mandatory for all ~~new~~ employees to enroll in payroll direct deposit.

Letter of Agreement – Equipment by Classification

RENEW Letter of Agreement.

ARTICLE 8 – OVERTIME, CALL BACK AND STANDBY PAY

AMEND Clause 8.01(c) as follows:

Lieu Time

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

Lieu time accumulated for both overtime work and work on designated holidays as provided in clause 12.02 (Designated Holidays) will not exceed ninety-six (96) hours at any one time. The ninety-six (96) hours is replenishable.

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

Lieu time taken shall be at the mutual agreement of the employee and the supervisor in accordance with employees' seniority and the requirements of the operations. Requests for the lieu time shall not be unreasonably denied.

AMEND Clause 8.01,(d),(v) 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.

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Parks, Forestry and Recreation Division

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

~~*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 Division

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

Transportation Services Division

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

Technical Services Division

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

Toronto Water Division

Sections are: Water Treatment (plants); Wastewater Treatment (plants); District Operations; Water Supply (formerly Transmission); Divisional Operations Services; **Major Capital Projects (Water Meter Program); Optimized Maintenance; Complex Systems**

Facilities Management Division

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

Long Term Care Homes & Services 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 Division

Sections are: Toronto Animal Services

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Economic Development, Culture and Tourism

Sections are: Cultural Services

Revenue Services Division

Sections are: Meter Reading Services

Purchasing & Materials Management Division

Sections are: Materials Management & Stores

Letter of Agreement – Travel for Extended Distances

DO NOT RENEW Letter of Agreement.

ADD NEW CLAUSE 8.04 as follows:

8.04 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.

Letter of Agreement – Overtime Assignment – Toronto EMS

RENEW Letter of Agreement

ARTICLE 9 – HOURS OF WORK

AMEND Clauses 9.01, 9.02, 9.03 and 9.04 as follows:

Hours of Work – Day Workers

9.01 The normal hours of day workers, including those workers who regularly work Monday to Friday, shall commence not earlier than 6:00 a.m. and end not later than 6:00 p.m. and be of seven (7) or eight (8) hours duration and thirty-five or forty (40) hours per week as the case may be. ~~Where the normal requirements of a job extend beyond the stop and start times set out above, normal hours at variance with the foregoing may, nevertheless, be established.~~

~~Variable Work Hours Committee~~

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~~9.02 The City and the Union agree to establish a Variable Work Hours Committee to deal with the matter of establishing variable work hours and/or compressed work week programs, when requested to do so by either party.~~

~~Such Committee shall meet within fourteen (14) days of a request being made to establish such variable work hours and/or compressed work week program. Any such program to which both parties agree may be terminated by either party giving the other party sixty (60) days' notice in writing.~~

~~There shall be four (4) representatives from each party. Each party shall appoint its own representatives. Members of the Committee shall not lose pay for time spent in Committee deliberations~~

Length of Shift

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

Long Term Changes to Hours of Work

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

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

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

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

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

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

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

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

Review of Running Lunch MEMORANDUM ITEM ONLY

As soon as practicable following <insert date of ratification>, the City will undertake a review of current running lunch arrangements in place and where it determines there is no operational efficiency being achieved, the running lunch will be discontinued with sixty (60) days' written notice to the affected employees and the Union. The meeting process described in 9.04(ii) above will also apply to Running Lunch reviews under this Memorandum Item Only.

Letter of Agreement – Hours of Work

DO NOT RENEW Letter of Agreement

ARTICLE 13 – VACATION SAVINGS PAY AND VACATION WITH PAY

AMEND Clause 13.09(a) as follows:

- 13.09 (a)** Vacation due an employee shall be completed before the end of the calendar year. An employee may, with the approval of his Division Head or at the request of such Division Head and with the consent of the

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employee, postpone the whole or part of such vacation to the following calendar year. Such request must be received by either the employee or the Division Head as the case may be no later than ~~November 1~~ **October 1st** in any year.

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

Letter of Agreement – Grandparenting of York Employees with 4 Weeks Vacation

RENEW Letter of Agreement.

Letter of Agreement – Grandparenting of Employees with 6 Weeks Vacation

RENEW Letter of Agreement

ARTICLE 14A – SICK PAY PLAN ARTICLE 14B – ILLNESS OR INJURY PLAN

ADD NEW Memorandum Item Only to follow "Letter of Agreement – Special Payout/Payment Schedule" as follows:

MEMORANDUM ITEM ONLY

- 1. The City will implement its Attendance Management Program. The Union will withdraw grievance City 02-38 on a with prejudice basis.**
- 2. If, on or after January 1, 2014, and following the implementation of the Attendance Management Program dated October 28, 2011, the City determines that there has not been a sufficient improvement in the level of absenteeism since the date of ratification of this collective agreement, the City may give notice to Local 416 of its intention to negotiate a revision or amendment to Articles 14A and 14B of the collective agreement to introduce delays in sick leave benefit entitlement based on the number of occurrences experienced by employees in a defined period.**

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- 3. Within 30 days of such notice, the parties shall meet to begin such negotiations. If the parties have not reached an agreement on the applicable revisions or amendments within 30 days of the commencement of negotiations or such later period date as may be agreed upon in writing, either Local 416 or the City may refer the outstanding matter(s) to arbitration for final and binding determination. The Board will be composed of a single arbitrator.**
- 4. The parties shall appoint John Stout to hear the matter. In order to expedite such hearing, the parties shall ask Mr. Stout to schedule at least three (3) days of hearing over the months March, 2014 to May, 2014 inclusive. The parties will cooperate fully in scheduling any additional hearing dates as may be necessary. The parties also agree to advise Arbitrator Stout as soon as possible if the hearing will not be necessary.**
- 5. The Arbitrator will be asked to determine whether there has been a sufficient improvement in the level of absenteeism since the date of ratification, and, if not, what differential benefits, if any, are appropriate.**
- 6. The powers of the Arbitrator and all other matters in relation to the arbitration shall be as in the *Labour Relations Act, 1995* except as modified by the provisions of this paragraph of the collective agreement and then only to the extent required to accommodate such modification. Those provisions will be deemed to form part of this agreement.**
- 7. Any resolved matters will be agreed upon in writing and signed by the designated representatives of the parties. No such matters shall be referred to the Arbitrator until required for incorporation into the decision of the Arbitrator. Positions taken by either party during negotiations that are not the subject of such a written agreement shall not be in any way whatsoever disclosed to or used by any Arbitrator appointed to resolve such dispute. The decision of the Arbitrator will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The decision of the Arbitrator shall incorporate any resolved matters previously agreed upon in writing and signed by the designated representatives of the parties and shall, thereafter, form part of the Collective Agreement.**
- 8. The decision of the Arbitrator will be delivered to the parties as expeditiously as possible following the conclusion of the hearings.**

Memorandum of Agreement – Transition to IIP

RENEW Memorandum of Agreement

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Memorandum of Agreement – Special Payout/Payment Schedule

RENEW Memorandum of Agreement

ARTICLE 15 – SICK PAY GRATUITY

Letter of Agreement – Sick Pay Credit Grants for Former Employees of East York

RENEW Letter of Agreement

Letter of Agreement – Former East York 114 Retirement Allowance

RENEW Letter of Agreement

**Letter of Agreement - Former East York Local 114 Employees
Re: Severance Allowance**

RENEW Letter of Agreement

Letter of Agreement - Former City of Toronto (Local 43) Retirement Allowance

RENEW Letter of Agreement

Letter of Understanding - Former City of Etobicoke Retirement Allowance

RENEW Letter of Understanding

Letter of Agreement – Payout of Sick Leave Credits for Former City of York

RENEW Letter of Agreement

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

AMEND clause 16.02 as follows:

Extended Health Benefits

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

Eligible Expenses (Benefit year January 1 – December 31)

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- Semi-private hospitalization – difference between ward and semi-private hospital room.
- Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
 - Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules
 - **Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription**
 - Maximum of three hundred dollars (\$300) per person per benefit year for smoking cessation medication
 - Plus other non-prescription but life-sustaining drugs if they have a Drug Identification Number.
- Non-generic drugs will be covered if:
 - There is no generic substitution; or
 - There are no generic substitutions readily available from the pharmacy of the employee's choice; or
 - Generic drugs are the same cost, or more expensive; or
 - The employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or dependent concerned.
- Private-duty nursing at home, when medically necessary, to a maximum of twenty-five thousand dollars (\$25,000) for every three (3) benefit years.
- Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or masseur (after OHIP ceases to pay for treatment) to a maximum of four hundred dollars (\$400) per person, per practitioner, per benefit year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of eight hundred dollars (\$800), the combined value of the two benefits, per person, per benefit year. **It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath in accordance with the *Medicine Act, 1991*, in order to be eligible for reimbursement.**
- For clarity, the City will apply Article 16.02 of the Collective Agreement on the basis that the doubling up of the paramedical benefits pursuant to this Article permits employees to elect to receive a maximum of eight hundred (\$800) dollars for any one (1) paramedical service and four hundred (\$400) dollars for four (4) of the five (5) remaining paramedical services for a maximum benefit of two thousand and four hundred (\$2400) dollars per benefit year. **It is understood that services of the above mentioned masseur will require a prescription**

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from a Physician, Surgeon or Osteopath in accordance with the *Medicine Act, 1991*, in order to be eligible for reimbursement.

- Services of a licenced or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per person per benefit year.
- Services of a licensed psychologist, to a maximum of three hundred dollars (\$300) per person per benefit year
- Effective up to four hundred dollars (\$450) per person in any twenty-four (24) consecutive month period for contact lenses and/or eyeglasses prescribed by an ophthalmologist or licensed optometrist. This coverage can also be used towards one (1) routine eye exam every twenty-four (24) consecutive months and/or the cost of laser surgery.
- Employees will be reimbursed up to a lifetime maximum of four hundred and fifty dollars (\$450) per person toward the cost of laser eye surgery and such amount may be combined with the aforementioned eyeglass/contact lens coverage for a one time combined maximum of nine-hundred (\$900) dollars. An employee or dependent who claims reimbursement for laser eye surgery will not be eligible for any eyeglasses/contact lens coverage during the forty-eight (48) months following the date of the laser eye surgery. Should an employee leave the employ of the City prior to being entitled to the coverage of the second benefit period, the amount owing will be deducted from the employee's final pay cheque.
- Hearing aids including repairs and batteries to a maximum of one thousand and six hundred dollars (\$1600) per person for every three (3) benefit years.
- Coverage for one (1) Prostate Specific Antigen (PSA) test or one Ovarian Screening Test (CA125II) per person per benefit year to a maximum of thirty dollars (\$30) per year per person.
- One (1) pair of orthotic devices per person per benefit year provided they are prescribed by a medical doctor, orthopaedic surgeon, chiropodist or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices per benefit year.
- One (1) pair of orthopaedic devices per person per **every two (2) benefit years** provided that they are prescribed by an orthopaedic surgeon or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthopaedic devices per benefit year.
- Out of province/country coverage for emergency medical treatment for employees and their dependants.

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- Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan:

Ambulance services, dental services to repair damage to natural teeth and dentures, which start within twelve (12) months of the accident, rental of medical equipment, casts, braces, crutches, etc., artificial limbs and eyes, plus other expenses such as wigs, elastic stockings, breast prostheses, etc., to the extent that they are reasonable and do not exceed the limits to be established in our plans.

Dental Benefits

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

Eligible Expenses

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

One hundred percent (100%) for:

- Preventive, diagnostic emergency or palliative procedures, including oral exams, scaling and cleaning, topical fluoride solution treatment, consultations, diagnostic procedures, xrays and preventive services, subject to current limits on frequency and subject to a nine (9) month recall for routine exams for adults and a six (6) month recall for routine exams for eligible dependants under the age of eighteen (18)
- Restorative procedures, such as fillings – amalgams (acrylic or composite for front teeth)
- Surgical services (extractions) and anaesthesia
- Periodontal and endodontic services, including space maintainers for missing primary teeth
- Administration of antibiotic drugs by attending dentist.

Sixty percent (60%) major restorative procedures, seventy percent (70%) dentures – to a maximum of four thousand dollars (\$4,000) per person per benefit year:

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- Major restorative procedures, such as inlays, on-lays, gold fillings, crowns, repair and re-cementing of same, initial installation of fixed bridge work and repair of same; replacement of a fixed bridge which is five (5) or more years old
- Initial installation of full or partial dentures, and repair, returning and releasing replacement of dentures which are five (5) or more years old.

Fifty percent (50%) – to a lifetime maximum of four thousand dollars (\$4,000) per person:

Orthodontic procedures, including consultation, diagnostic services, preventive, interceptive and corrective orthodontics

RENEW MEMORANDUM ITEM ONLY ACTIVATION OF DRUG CARDS

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

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

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

ARTICLE 17 – PENSIONS AND RETIREMENT

AMEND Clause 17.06 as Follows:

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

NOTE: Any employee who is eligible for retiree benefits beyond age sixty-five (65) at **November 20, 2001** ~~the time that this Collective Agreement is ratified~~ shall continue to be eligible for said benefits.

ARTICLE 19 – JOB POSTINGS

Letter of Agreement - Interim Alternate Processes for Article 19

AMEND Letter of Agreement as Follows:

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The parties agree that the following terms will apply commencing as at January 1, 2012, until December 30 of 2015. 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 clause 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 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 clause 19.06(b).

B. QUALIFIED EMPLOYEE INVENTORY LIST

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

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

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(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 **twenty (20)** ~~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.

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

ARTICLE 20 – DISCIPLINE, SUSPENSION AND DISCHARGE

Letter of Agreement – Alternative Methods of Discipline

DO NOT RENEW Letter of Agreement

Letter of Agreement – Disciplinary Suspensions – Review of OMERS Pensionable Service

DO NOT RENEW Letter of Agreement

ARTICLE 21 – GRIEVANCE PROCEDURE

Letter of Agreement – Witnesses at Arbitration

DO NOT RENEW Letter of Agreement

ARTICLE 22 - ARBITRATION

ADD new Clause 22.07 as follows:

Witnesses at Arbitration

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

Renumber clauses 22.07 and 22.08 as follows:

Mediation

22.08 Once a grievance has been processed to arbitration, both parties may, within forty (40) working days, agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of the Union, in addition to the Unit Chair and the Vice-Chair or Steward. Time spent in attendance at mediation during an employee's regular working hours shall be without loss of pay. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice.

22.09 In an attempt to clear up the backlog of grievances and reduce the number of grievances going to arbitration, the Union and the City agree to use the services of mediators. Mediation shall be scheduled two times in a calendar month until the backlog of grievances has been addressed either through settlement or referral to arbitration.

ARTICLE 23 – SUPERIOR DUTIES

HOUSEKEEPING AMENDMENT as follows:

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

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- (ii) to meet unexpected workload demands of a temporary nature, or
- (iii) to work on a special project or undertaking,

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

Letter of Agreement – Annual Review of Alternate Rate/Superior Duty Assignments

AMEND Letter of Agreement as follows:

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

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

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

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

ARTICLE 25 – TRANSPORTATION

AMEND clause 25.02 as follows:

25.02 Whenever 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 **or the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c. 945, whichever is the lesser, up to 5,000 kilometres annually, and thereafter, \$0.46 per kilometre or the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c. 945, whichever is the lesser.**

Amend Clause 25.06 as follows:

Keele Valley/Pickering Work Locations

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

ARTICLE 28 – EMPLOYMENT SECURITY AND REDEPLOYMENT

AMEND Article 28 as follows:

Note: Transitional Language

As of <insert date of ratification>, any permanent employee who has received notice of redeployment or notice of displacement under Article 28 of the previous Collective Agreement (January 1, 2009 – December 31, 2011) shall proceed to Article 28 and Article 29 under the terms of the previous Collective Agreement.

Notice

28.01 (a) In the event of the proposed layoff of a permanent employee resulting from:

- (1) deletion or elimination of their position;**
- (2) technological change; or**
- (3) contracting out;**

The City shall:

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- (i) provide the Union with no less than two (2) months of written notice, and;**
- (ii) provide the affected employee(s) with no less than one (1) months of written notice of layoff.**

No further notice shall be required for any subsequent layoffs that may occur as a result of the initial notice and the application of Article 29.

Joint Redeployment Committee

- 28.02 (a) The Joint Redeployment Committee will meet within fourteen (14) calendar days after the notice referred to in clause 28.01 and will meet thereafter as frequently as necessary. The Joint Redeployment Committee shall be comprised of equal numbers of representatives from the Union and the City. The number of representatives will not exceed five (5) for each party.**
- 28.02 (b) Meetings of the Joint Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the City at the appropriate rate of pay.**
- (c) Each party shall appoint a Co-Chair for the Joint Redeployment Committee. Co-Chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.**

Mandate of the Joint Redeployment Committee

28.03 The mandate of the Joint Redeployment Committee is to:

- (1) Review the proposed plan;**
- (2) Identify available vacancies that the City intends to fill;**
- (3) Identify all the superior duties in the area where the reorganization will occur, and determine if a vacancy exists;**
- (4) Identify the retraining needs of workers and recommend appropriate training;**
- (5) the City will offer vacant positions to employees who are or would otherwise be displaced, in order of seniority if, with the benefit of up to one month's**

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retraining, (in accordance with clause 28.12 an employee would be able to perform the work of the job, with extensions on a case-by-case basis as determined by the redeployment committee.

Disclosure

28.04 The City shall provide to the Joint Redeployment Committee all pertinent staffing and financial information.

Redeployment Process

28.05 An employee who has received notice of layoff in accordance with 28.01 shall advise, within three (3) days of receiving a list of available vacancies, the City of his/her election to be placed in a vacant permanent position provided that he/she is qualified and able to perform the work.

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

(a) Elect to be placed in any vacant permanent position in the same classification City-wide.

If the employee does not elect to be placed in a vacant permanent position and a vacant permanent position exists within the same classification within his/her quadrant, the employee shall be placed in the vacancy.

Only if there is no vacant permanent position in the same classification within the employee's quadrant, the employee shall have the following option:

(b) Elect to be placed in any vacant permanent position at the same rate of pay City-wide.

If the employee does not elect to be placed in a vacant permanent position and a vacant permanent position exists at the same rate of pay within his/her quadrant, the employee shall be placed in the vacancy.

Only if there is no permanent vacant position at the same rate of pay within the employee's quadrant, the employee shall have the following option:

(c) Elect to be placed in any vacant permanent position at a lower rate of pay City-wide.

28.06 If the employee does not elect to be placed in any vacant permanent position at a lower rate of pay, or no vacant permanent positions exist, the

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employee shall exercise his/her seniority rights in accordance with Article 29.

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

- i) North-West**
- ii) North-East**
- iii) South-West**
- iv) South-East**

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

Ability of an Employee to Perform Work

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

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 28 of the Collective Agreement following [insert date of ratification].

Employees who received individual notice of redeployment or notice of displacement under Article 28 between August 1, 2009 and [insert date of ratification] shall continue to be governed by the wage protection provisions of the previous Collective Agreement between the parties (January 1, 2009-December 31, 2011).

Employees who received individual notice of redeployment or notice of displacement under Article 28 between January 1, 2005 and July 31, 2009 shall continue to be governed by the wage protection provisions of the Collective Agreement in effect between January 1, 2005 and December 31, 2008.

28.09 (a) Where a permanent employee is placed in accordance with the provisions of this Article 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 twenty-four (24) month period immediately following the effective date of his/ her re-assignment (the "Wage Protection Period"). Following the expiry of the twenty-four (24) month period, such employee will then receive the rate applicable to

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his/her new position. Such change in rate will be effective the first of the pay period following the expiry of the aforementioned twenty-four (24) month period.

28.09 (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.

28.09 (c) An employee reassigned under this article who retires from the position to which he/she was reassigned within the twelve (12) 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 reassignment and the rate applicable to his/her new position for all hours worked during the Additional Wage Protection Period. All regular hours paid during this period shall be pensionable earnings.

Right to Return to Former Classification

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

Job Posting Procedure

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

Retraining

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

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

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- 28.12 (b) to the extent that it is practical to do so, training will be provided during the employee's regular working hours;**
- 28.12 (c) the costs associated with retraining shall be borne by the City;**
- 28.12 (d) the City and the Union will co-operate in order that employees who wish to be retrained can have their work schedules adjusted, where necessary, to enable them to participate in training;**
- 28.12 (e) where the City requires skills and is unable to provide in-house training in order that employees may achieve the said skills, the City shall pay the associated costs of the external training which may be required;**
- 28.12 (f) any dispute with respect to the application of this section which is not resolved by the Joint Redeployment Committee may be referred by either party to the Dispute Resolution Process set out below.**

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 affected 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:
F. Briggs P. Knopf 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.**

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The parties will jointly advise the arbitrator of the need for an immediate decision.

Letter of Agreement – Contracting Out

AMEND Letter of Agreement as follows:

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 **fifteen (15)** 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 provisions of Article 28 and Article 29.

Letter of Agreement – Contracting Out, Employment Security and Continuous Improvement

DO NOT Renew Letter of Agreement.

ARTICLE 29 – LAYOFF AND RECALL

AMEND Article 29 as follows:

Article 29 - Layoff and Recall

Layoff of Permanent Employees

29.01 Where a permanent employee is not placed pursuant to Article 28, he/she shall elect one of the following options within five (5) calendar days:

- (a) to be laid off and placed on the recall list; or**
- (b) to accept early retirement, if eligible; or**

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- (c) to have his/her employment terminated and to be paid in accordance with the *Employment Standards Act, 2000*, as amended; or
- (d) provided that the employee is qualified and able to perform the work, such employee shall exercise his/her seniority to displace an employee as follows:
 - (i) The most junior employee in a higher rated classification, or the most junior employee in the employee's same classification in the quadrant selected by the affected employee;
 - (ii) only if the affected employee cannot displace a junior employee in accordance with 29.01(d)(i) above, the employee shall displace the most junior employee at the same rate of pay in the quadrant selected by the affected employee;
 - (iii) only if the affected employee cannot displace a junior employee in accordance with 29.01(d)(ii) above, the employee shall displace the most junior employee at the next lower rate of pay in the quadrant selected by the affected employee;
 - (iv) only if the affected employee cannot displace a junior employee in accordance with 29.01(d)(iii) above, the employee shall displace the most junior employee in the bargaining unit.

Temporary employees shall be laid off before permanent employees.

29.02 If the employee is not placed in accordance with clause 29.01 above, the employee shall be laid off.

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

- i) North-West
- ii) North-East
- ii) South-West
- iii) South-East

Ability of an Employee to Perform Work

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

ADD NEW CLAUSES 29.04(b), 29.05(a) and (b) as Follows:

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

If an employee displaces an employee in a higher-rated position and, after the two-week familiarization period, the employee is unable to perform the duties of the higher rated position, he/she shall be deemed to have exhausted the option to displace an employee in a higher-rated classification. The employee shall be required to select a position within the same classification, if available, in accordance with clause 29.01(d)(i).

29.05 (a) Any permanent employee who is displaced in accordance with clause 29.01(d) above, shall exercise his/her rights under clause 28.05.

29.05 (b) Any permanent employee who displaces a temporary employee shall retain his/her permanent status.

Wage Protection

29.06 (a) Where a permanent employee is displaced in accordance with the provisions of this Article and 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 twenty-four (24) month period immediately following the effective date of his/ her re-assignment (the "Wage Protection Period"). Following the expiry of the twenty-four (24) 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 twenty-four (24) month period.

29.06 (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.

29.06 (c) An employee reassigned under this article who retires from the position to which he/she was reassigned within the twelve (12) 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 reassignment and the rate applicable to his/her new position for all hours worked during the Additional Wage Protection Period. All regular hours paid during this period shall be pensionable earnings.

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Employees' Rights While on Layoff

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

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

Recall of Permanent Employees

29.08 (a) Employees shall retain recall rights for twenty-four (24) months from the date they were laid off work.

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

29.08 (c) Any employee who refuses recall shall be deemed to have irrevocably severed his/her employment.

Layoff and Recall of Temporary Employees

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

Layoff of Temporary Employees

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

- (i) choose to accept layoff; or**
- (ii) bump the least senior temporary employee in any classification, provided the employee bumping is capable of performing the work of the classification.**

29.09 (c) Any temporary employee who is bumped in accordance with clause

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29.09(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

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

29.09 (e) A temporary employee shall have a “recall classification” for which he/she shall not be permitted to decline recall in accordance with clause **29.09(e)** above.

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

Letter of Agreement – Recall Classification

AMEND Letter of Agreement as follows:

“Recall Classification”

No later than <insert three (3) months from the date of ratification>~~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 29.09(d) 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 July 31, 2009, will have the right to identify a “recall classification”, subject to the employee being capable of performing the work of the classification.

Letter of Agreement – Student Summer Employment

RENEW Letter of Agreement.

Letter of Agreement – Temporary Work Opportunities/Assignments

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RENEW Letter of Agreement WITH THE EXCEPTION of the note below:

~~**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.~~

Letter of Agreement – Permanent Work Opportunities of 10 Months or More Within Parks Forestry & Recreation

RENEW AND AMEND Letter of Agreement 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.~~
2. 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):

3. 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.
4. Options for pension contributions will be provided to employees in a no pay status during shutdown periods.

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VACATION AND ABSENCES:

5. 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 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.
6. 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.
7. 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.

<INSERT CHART WITH REQUIRED AMENDMENTS>

ARTICLE 30 – WORKPLACE SAFETY AND INSURANCE

Letter of Agreement – 'Grandparenting' OMERS Disability Premium Waiver

RENEW Letter of Agreement

Letter of Agreement – Third Party Assessment Facilities

RENEW AND AMEND Letter of Agreement As Follows:

~~Within thirty (30) days of July 20, 2005,~~ The City agrees to establish a Joint Committee, comprising of three (3) representatives from the City and three (3) representatives from the Union, to discuss and develop protocols for the referral of employees to third party medical/functional assessments by the employer.

Prior to the renewal of any existing contracts with providers of third party assessments, the Joint Committee with review, assess and make recommendations with respect to the renewal of the contract(s) or selection of alternate provider(s).

ARTICLE 40 – PRINTING OF THE COLLECTIVE AGREEMENT

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Letter of Agreement – Language Housekeeping

DO NOT RENEW Letter of agreement.

ADD NEW CLAUSE 40.04 as follows:

40.04 The parties agree to meet prior to the printing of the Collective Agreement in order to identify and discuss any housekeeping issues that may be required. In the event of a dispute between the parties, it is agreed that there will be no change to the signed-off language agreed to during the negotiation process.

ARTICLE 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 **up to** seven hundred and fifty dollars (\$750) per year. Such tool allowance shall be paid to the employee in November of each year. **Employees are required to submit original receipts showing their purchase of tools required for their work to the value of seven hundred and fifty dollars (\$750).**

ARTICLE 43 – TERM OF AGREEMENT AND NOTICE TO BARGAIN

AMEND clause 43.01 as follows:

43.01 The term of this agreement shall be from **January 1, 2012 to December 31, 2015**, and shall continue to remain in force from year to year thereafter unless either party gives written notice to the other party within ninety (90) days prior to the termination date of this Collective Agreement that it desires termination or amendment of this Agreement.

ARTICLE 44 – HEALTH AND SAFETY

Letter of Agreement – Emergency Preparedness and Emergency Response

DO NOT RENEW Letter of Agreement

ADD NEW CLAUSE 44.07 as follows:

44.07 The parties agree to meet and discuss the role of Local 416 and employees in emergency preparedness and response, including situations where an emergency may be declared pursuant to the *Emergency Management and Civil*

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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.

Letter of Agreement – Emergency Vehicles

DO NOT RENEW Letter of Agreement

ADD NEW CLAUSE 44.08 as Follows:

44.08 The parties agree to discuss the protections provided for employees required to operate emergency vehicles and for employees required to operate vehicles in an emergency situation during the term of the agreement.

Letter of Agreement – Vehicle Safety Issues

RENEW Letter of Agreement.

Letter of Agreement – Joint Health and Safety Forum

RENEW Letter of Agreement.

ARTICLE 45 – AMBULANCE APPENDIX

ADD NEW MEMORANDUM ITEM ONLY as follows:

Consolidation of Meal Break Provisions

The parties agree to meet within six (6) months of <insert date of ratification> to establish a joint committee, consisting of three (3) members representing management, and three (3) members representing the Union. The purpose is to consolidate the meal break provisions for Paramedics found in the following: the 1995 Meal Break Guidelines, the 2009-2011 Collective Agreement and the 2007 Starkman Minutes of Settlement. If the parties reach mutual agreement, the applicable provisions will be incorporated into the Collective Agreement and the Letter of Agreement removed. If there is no agreement, the status quo will continue to apply.

AMEND Clause 45.04(b) As Follows:

45.04 (b) Upon commencement of employment each Paramedic will be issued the following equipment: scissor pack, ~~zip pack~~, kit bag, stethoscope, penlight, safety goggles, and safety vest.

AMEND Clause 45.04(c)(ii) as Follows:

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45.04(c)(i) In the second and third year of employment, each Paramedic shall receive the following uniform items: four (4) shirts, three (3) t-shirts (non-uniform), two (2) turtleneck shirts (non-uniform), three (3) summer shirts, two (2) pairs of tactical pants, two (2) pairs of epaulette sleeves and one (1) pair of winter gloves.

AMEND Clause 45.04(c)(ii) as Follows:

45.04(c)(ii) In the **fourth** and subsequent years of employment, each Paramedic may exchange (on a one-for-one basis) the following uniform items: four (4) shirts, ~~three (3) t-shirts, two (2) turtle neck shirts (non-uniform),~~ three (3) summer shirts, , two (2) pairs of epaulette sleeves. **Paramedics will continue to receive, on an annual basis the following: three (3) t-shirts (non-uniform), two (2) turtleneck shirts (non-uniform), two (2) pairs of tactical pants and one (1) pair of winter gloves.**

45.04(c)(iii) In the second **and third** year of employment, each TEMS employee working in the Garage, Stores, Scheduling and Facilities shall receive four (4) shirts, three (3) t-shirts (non-uniform), three (3) summer shirts, two (2) turtleneck shirts (non-uniform), two (2) pairs of pants. Safety glasses will be re-issued as required.

45.04(c)(iv) **In the fourth and subsequent years of employment, each TEMS employee working in the Garage, Stores, Scheduling and Facilities may exchange (on a one-for-one basis) the following uniform items: four (4) shirts, three (3) summer shirts. Garage, Stores, Scheduling and Facilities staff will continue to receive, on an annual basis the following: three (3) t-shirts (non-uniform), two (2) turtleneck shirts (non-uniform), two (2) pairs of pants. Safety glasses will be re-issued as required.**

AMEND Clause 45.07 As Follows:

45.07 Following a difficult or critical call (as defined by the Paramedic-~~ambulance crew~~) a minimum of one (1) hour of out-of-service time will be guaranteed following completion of the call and clearing of the hospital.

In cases of a difficult and/or critical call if the Paramedic ~~ambulance crew~~ feels that they are unable to complete the remainder of their shift as a result of the impact of the call, they will be booked out of service and allowed to leave their shift without penalty to their sick bank/IIP hours, lieu bank and/or vacation bank.

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If, in the opinion of the Paramedic's own physician and/or supervisor, the Paramedic ~~ambulance crew~~ requires additional time and the Paramedic ~~ambulance crew~~ is scheduled to work the day immediately following the incident, the Paramedic ~~crew or individual crew member as the case may be~~ may be excused from duty for up to two (2) consecutive days following the incident without loss of pay or benefits and without penalty to their sick bank/IIP hours, lieu bank and/or vacation bank.

For each stress claim the employer shall complete the appropriate WSIB documentation if the difficult or critical call results in an absence from the workplace beyond the day of the incident, or necessitates health care intervention.

AMEND Clause 45.10 as follows:

45.10 ~~Employees in the TEMS who are regularly employed on the twelve (12) hour shift schedule arrangement that was agreed upon by the former Local 43 and the former Municipality of Metropolitan Toronto on January 19, 1976, are governed by the terms and conditions set out in the current Collective Agreement with the following exceptions:~~

~~(a) A normal working shift shall be defined as comprising twelve (12) consecutive hours of work. The normal work week shall be based on an employee not being required to work in excess of 240 hours during a six (6) week cycle.~~

~~(b) The overtime rate of time and one-half the regular rate shall be paid to an employee for all hours worked in excess of his scheduled twelve (12) hours for such shift and for all hours worked on any day other than a scheduled working day.~~

~~Payment for designated holidays and the payment and calculation of vacations, sick pay credits/IIP hours and the Workplace Safety and Insurance benefit shall be based on the twelve (12) hour working day. (i.e., 3 weeks vacation is equivalent to 120 hours).~~

Memorandum item only – 12 hour shifts

ADD New Memorandum Item Only as follows:

For the duration of the current Collective Agreement, which expires on December 31, 2015, the City agrees that a normal working shift for full time paramedics shall be defined as comprising of twelve (12) consecutive hours of work.

Memorandum of Settlement

The parties agree that this memorandum does not form part of the Collective Agreement and expires on December 30, 2015.

AMEND Clause 45.18 as follows:

45.18 Employees within the Toronto EMS Division who are members of the Public Safety Unit (PSU), EMS Tactical Paramedics (ETF), Chemical Biological Radiological Nuclear Response Team (CBRN), and the Heavy Urban Search and Rescue Team (HUSAR), **Bike and Marine Paramedics** shall, in addition to their regular salary, be paid an annual premium, prorated monthly based on the number of months assigned to the team as follows:

Category 1:

ETF (Full Time) –

\$1000.00 annual premium to be pro-rated monthly

Category 2:

CBRN (Full Time), HUSAR (Call-out), PSU (Callout), **Marine (Full Time)–**

\$425.00 annual premium to be pro-rated monthly

Category 3:

CBRN (Swing), ETF (Swing), **Marine (Swing), Bike –** -- \$250.00 annual premium to be pro-rated monthly.

These earnings will be pro-rated over a twelve (12) month period commencing November 1, 2009 and every November thereafter and shall be part of the Paramedic's pensionable earnings. This annual premium shall be paid to Paramedics on the teams listed above, on the last pay of December each year, commencing December 2010. Any month during which the Paramedic is assigned, whether full time, callout or swing, to one of the teams listed above, will be counted as contributing to his/her entitlement for that year.

A Paramedic may apply for and, if eligible, become a member of up to two (2) of the teams identified above, provided however, that only one of the teams is a Full-Time team.

It is understood that this annual premium shall also include training time. Paramedics who belong to more than one (1) of the teams listed above shall receive the annual premiums applicable to two (2) teams.

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

Memorandum Item Only – Point System

Memorandum of Settlement

RENEW Memorandum Item Only.

Letter of Agreement – Early Retirement

RENEW Letter of Agreement

Letter of Agreement – Meal Break Guidelines

RENEW Letter of Agreement

Letter of Agreement – Non-Emergency Calls

RENEW Letter of Agreement

Letter of Agreement – Senior Paramedics

RENEW Letter of Agreement

Letter of Agreement – Swing Shift

AMEND Letter of Agreement as Follows:

Swing staff are those junior Paramedics who have not 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 **areas cycle. For clarity, the geographic areas will be defined as, East and West with Yonge Street being the dividing line.**
- 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.
- 4) Swing staff, without a station assignment will be given the option of: (a) being paged; or (b) calling Scheduling prior to the commencement of their shift in order to confirm their station assignment.
- 5) (a) Pagers shall be provided and maintained by the Division.

Memorandum of Settlement

(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.

(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

RENEW Letter of Agreement

Memorandum Item Only – Medical Malpractice Liability Insurance

RENEW Memorandum Item Only.

Memorandum Item Only – Modified Work

RENEW Memorandum Item Only.

ARTICLE 47 – CONTINUOUS LEARNING TRAINING AND APPRENTICESHIPS

Letter of Agreement – Computer Training

RENEW Letter of Agreement

Letter of Agreement - Continued Training for Existing Plant Technicians and Developmental Plant Technicians – Toronto Water (Employed as of July 31, 2009)

RENEW Letter of Agreement.

Letter of Agreement - Compulsory Certification of Trades

RENEW Letter of Agreement

Memorandum of Settlement

Letter of Agreement – Fleet Services – Automotive Mechanic Apprenticeship

RENEW Letter of Agreement <SUBJECT TO AMENDMENTS>

Letter of Agreement - Joint Committee for Continuous Learning

RENEW Letter of Agreement

Letter of Agreement – Joint Training

RENEW Letter of Agreement

Letter of Agreement – On-The-Job Training Opportunities

RENEW Letter of Agreement

Letter of Agreement – Plant Technicians Wastewater On-The-Job Training Program

RENEW Letter of Agreement <SUBJECT TO AMENDMENTS>

Letter of Agreement – Professional and/or License Fees

RENEW Letter of Agreement

RENEW MEMORANDUM ITEM ONLY

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.

Memorandum of Settlement

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.

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 this 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.
4. 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 disabled and requiring permanent accommodation. The Corporate Modified Work Committee

Memorandum of Settlement

(CMWC), in consultation with the Individual Modified Work Teams (IMWT), may make recommendations 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.

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.

Memorandum of Settlement

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.
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 Labourer 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

Memorandum of Settlement

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.
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.

Memorandum of Settlement

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.

ARTICLE 48 – LETTERS OF AGREEMENT

Letter of Agreement – Amalgamation of Classifications

RENEW Letter of Agreement

Letter of Agreement – Language Housekeeping

DO NOT RENEW Letter of Agreement.

Letter of Agreement – Clean and Beautiful City

RENEW Letter of Agreement

Letter of Agreement – Employee Assistance Programs

RENEW Letter of Agreement

Letter of Agreement – Former International Union of Operating Engineers Local 793 Members

AMEND Letter of Agreement as follows:

LETTER OF AGREEMENT

FORMER INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 793 MEMBERS

This Renewal/Extension Letter of Agreement (the “Letter”) shall apply to those members identified below of T.C.E.U. Local 416 who were formerly members of IUOE Local 793 and who were employed by the City of Toronto as of August 31, 2000. This Letter shall

Memorandum of Settlement

terminate with the expiry of the Collective Agreement between T.C.E.U. Local 416 and the City of Toronto.

Health-Pension Plan

1. Employees covered by this Letter shall remain in the IUOE Local 793 Members Life and Health Benefit Trust of Ontario and the IUOE Local 793 Members Pension Benefit Trust of Ontario for so long as they remain employed with the City of Toronto.
2. The amount of monies to be paid by the City in respect of the above Benefit and Pension Plans shall be an amount per hour for each hour worked by each employee, as set out in this Letter of Agreement:

Effective May 1, 2012:

Benefit Plan: \$4.62 per hour
Benefit Plan: \$6.16 per hour.

3. Any contributions in excess of the above amounts shall be borne by the individual employee.
4. These monies shall be remitted in accordance with this Letter of Agreement to the IUOE Local 793 Members Life and Health Benefit Trust of Ontario and the IUOE Local 793 Members Pension Benefit Trust of Ontario in accordance with those Agreements.
5. The Union (T.C.E.U. Local 416) agrees to hold harmless and indemnify the City against any liability incurred as a result of contributions made in accordance with this Letter.
6. The employees covered by this Letter of Agreement shall not participate in the following Benefits with the City of Toronto:
Article 14A: Sick Pay Plan Article 14B: Illness or Injury Plan Article 15: Sick Pay Gratuity Article 16: Extended Health Care/Dental/Group Life and Long Term Disability Insurance Article 17: Pensions and Retirement
7. The City will schedule a meeting with Local 416 representatives and the employees covered by this Letter to provide them with information on the benefits and pension plans provided to Local 416 employees.
8. Employees covered by this Letter shall enroll in and will be paid on a weekly basis by direct deposit as soon as practicable following July 31, 2009, and otherwise in accordance with the Collective Agreement.

IUOE Membership

It shall be the responsibility of the employees covered by this Letter to maintain their membership in IUOE Local 793 in order that they be eligible to participate in the IUOE Local 793 Life and Health Benefit Trust and the IUOE Local 793 Pension Benefit Trust.

Clarity Note: Statutory Holidays and Vacation

Memorandum of Settlement

Employees covered by this Letter shall be entitled to Designated Holidays and Vacation in accordance with the provisions of the Collective Agreement between T.C.E.U., Local 416 and the City of Toronto.

Employees covered by this Letter of Agreement are named in the Memorandum of Agreement signed by the parties July 10, 2005.

Letter of Agreement – Job Evaluation Maintenance Program

AMEND Letter of Agreement As Follows:

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 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 July 31, 2009 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:

Memorandum of Settlement

- (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 (redcircled) 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:

- (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 July 31, 2009 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.

The parties agree that until such time as the parties have signed off on the Gender Neutral Comparison System (GNCS), Article(s) 7.03 and 19.01(b) of the Collective Agreement shall be enforceable. Upon the mutual agreement of both parties signing off on the GNCS, Article 7.03 and 19.01(b) shall be deemed

Memorandum of Settlement

inoperative, and the dispute resolution mechanism contained within the Job Evaluation Terms of Reference shall be utilized.

Letter of Agreement – Language Housekeeping

DO NOT RENEW Letter of Agreement

Letter of Agreement - Legislative Changes

RENEW Letter of Agreement

Letter of Agreement – Toronto Port Authority

RENEW Letter of Agreement

Letter of Agreement – Video Surveillance, Global Positioning Systems (GPS) and Automated Vehicle Location Systems

RENEW Letter of Agreement

Memorandum Item Only – Toronto Parking Authority

RENEW Memorandum Item Only.

Memorandum of Settlement

Memorandum of Agreement

Between

City of Toronto

And

Toronto Civic Employees' Union, Local 416 – CUPE

Whereas paramedic employees of the City of Toronto are currently employed pursuant to the collective agreement between the City of Toronto and the Toronto Civic Employees Union, Local 416 (CUPE) that expired on December 31, 2011; (hereinafter the “old collective agreement”); and,

Whereas the parties have met and negotiated changes to that old collective agreement; and

Whereas a new collective agreement has been created by the parties (hereinafter the “new collective agreement”); and,

Whereas the parties have agreed to introduce the classification of part-time paramedic into the TCEU, Local 416 bargaining unit; and,

Whereas the parties wish to create a new schedule to the new collective agreement whereby full-time and part-time paramedic employees will be employed pursuant to a separate schedule to the new collective agreement between these two parties (hereinafter “Schedule P”);

And whereas the parties wish to establish a process for the mandatory interest arbitration of the future terms and conditions of paramedics on the basis that during any future labour dispute all paramedics will be required to work;

Now therefore, the parties agree as follows:

1. Effective at 12:01 am on the day following the date of ratification by the City of Toronto of the amendments to the old collective agreement, the City of Toronto and the Toronto Civic Employees' Union, Local 416 (CUPE) agree that a new separate schedule applying solely to all full-time and part-time paramedic employees of the City of Toronto (Schedule P), shall come into effect.

Developing Schedule P

2. For the purposes of this Memorandum and Schedule P to the collective agreement, “full-time” shall mean those paramedics who work an average of 40 hours per week; and “part-time” shall mean those paramedics who are regularly employed for such hours as are agreed to by the parties or determined by the mediation-arbitration process, as set out paragraphs 6 through 12 of this

Memorandum of Settlement

Memorandum. Schedule P to the collective agreement shall consist of all of the provisions of the new collective agreement in its totality. This Memorandum of Agreement shall not form part of the collective agreement except where expressly stated herein.

3. Within six weeks of the creation of Schedule P, the parties shall meet to discuss in good faith whether to eliminate any provision(s) in Schedule P on the basis that they have no application to full-time paramedics. In the event that the parties are unable to agree upon the articles which do not apply to full-time paramedics, the contents of Schedule P applicable to full-time paramedics shall be as described in paragraph 2 above, as amended by this process. Either party may raise any outstanding issues in the next round of negotiations at the expiry of the new collective agreement on December 31, 2015.

Terms and Conditions for Part-time Paramedics

4. The parties have agreed to establish a part-time paramedic classification within the bargaining unit. No employee shall be hired into the classification of part-time paramedic until the terms and conditions of their employment have been determined as set out herein.
5. Following ratification of the new collective agreement, each party shall identify those provisions which they wish to address concerning the terms and conditions of employment for part-time paramedics which are to be included in Schedule P. The parties shall meet and negotiate an agreement in good faith.
6. In the event that the parties are unable to agree upon the terms and conditions for the part-time paramedics by August 1, 2012, either party may refer the outstanding matter(s) to a mediation-arbitration for a final and binding determination. The Board will be composed of a single arbitrator
7. The parties shall appoint Larry Steinberg. In the event that he is unable to conclude this matter within the time frame set out below, William Kaplan will be asked to serve as arbitrator. The parties agree to share the costs of arbitrator.
8. The parties will co-operate to ensure that the hearing before the Board will be held as soon as possible. To this end, the parties will ask the Chair, immediately upon appointment, to schedule at least four (4) days for hearing over the months of September 2012 to November 2012, inclusive.
9. The powers of the Board of Arbitration and all other matters in relation to the arbitration shall be as set out in 20 to 22 of the *Ambulance Services Collective Bargaining Act, 2001*, amended by this agreement to accommodate the mediation-arbitration process, save that all references to a "collective agreement" shall be deemed to be reference to the terms and conditions for part-time –time paramedics to be included in Schedule P. Those provisions will be deemed to form part of this agreement.

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10. Any resolved matters will be agreed upon in writing and signed by the designated representatives of the parties. No such matters shall be referred to the Board of Arbitration for determination. Positions taken by either party during negotiations that are not the subject of such a written agreement shall not be in any way whatsoever disclosed to or used by any Board of Arbitration appointed to resolve such dispute. The decision of the Board will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The decision of the Board shall incorporate any resolved matters previously agreed upon in writing and signed by the designated representatives of the parties and shall, together with any matters determined by the board, thereafter, form part of Schedule P.

Collective Agreement Provisions

11. The parties agree that the ratio of part-time paramedics to full-time paramedics in the bargaining unit shall not exceed one (1) part-time paramedic for every five (5) full-time paramedics.
12. The parties agree that, at the expiry of the new collective agreement on December 31, 2015 and each subsequent collective agreement (which, for greater clarity, includes Schedule P) any outstanding issues relating to the terms and conditions of full-time and part-time paramedics under Schedule P that are not resolved through collective bargaining shall, following the earlier of the ratification of the terms and conditions of employment for non-paramedics or following the issuance of any future No Board Report, or at such other time as the parties may agree, be settled through mandatory tripartite interest mediation-arbitration conducted in accordance with the procedures settled through mandatory tripartite interest mediation-arbitration conducted in accordance with the procedures set out in sections 20(2) to 22 of the *Ambulance Services Collective Bargaining Act, 2001*, as amended, save that all references to a “collective agreement” shall be deemed to be reference to the terms and conditions for paramedics to be included in Schedule P, and with any necessary modifications as appropriate for a three person interest mediation-arbitration board. The parties agree, however, that the duration of the application of Schedule P shall be the term of the collective agreement negotiated between the parties and shall not be a matter referred by either party to mediation-arbitration.
13. The parties agree that they will not seek any alterations to the dispute resolution mechanism set out herein during negotiations for the renewal of each subsequent Collective Agreement. The parties further agree that they will jointly ask the Board of Arbitration to include the dispute resolution mechanism, as set out in paragraphs 12 to 17 of this Memorandum, in its Award.
14. The Board will be composed of one person nominated by each of the parties and a Chair. The parties agree to share the costs of the Chair. The interest arbitration procedure shall utilize a three person board of arbitration. The powers of the Board of Arbitration and all other matters in relation to the arbitration shall

Memorandum of Settlement

- be as set out in 20(2) to 22 of the *Ambulance Services Collective Bargaining Act, 2001*, as amended as appropriate for a three person interest arbitration board. Those provisions will be deemed to form part of this agreement, save that all references to a “collective agreement” shall be deemed to be reference to the terms and conditions for paramedics to be included in Schedule P, and subject to any necessary modifications as appropriate for a three person interest mediation-arbitration board.
15. Both parties will name their nominees to the Board of Arbitration within ten (10) calendar days of the referral, or such later date as the parties may agree in writing. The nominees will agree on a chair of the Board of Arbitration within an additional ten (10) calendar days, failing which either party may ask that the Office of Arbitration appoint the chair. The parties will co-operate to ensure that the hearing before the Arbitrator will be held as soon as possible following ratification of the collective agreement. For greater certainty, the parties agree that the hearing before the board of arbitration will not commence until the renewal of the TCEU Local 416 bargaining unit collective agreement containing terms and conditions of employment covering non-paramedic employees has been ratified by both parties and will ask the Chair, immediately following ratification, to schedule at least three (3) days for hearing over the three (3) month period following the date of ratification.
16. The terms and conditions of employment of paramedics set out in schedule P and any rights, privileges or duties of those employees or the City or TCEU, Local 416 in relation to those employees continue in effect until the Board of Arbitration renders its decision unless the parties agree otherwise. Without limiting the generality of the foregoing:
- (a) the City shall not, except with the consent of TCEU, Local 416, alter the rates of wages or any other term or condition of employment or any right, privilege or duty of the City or the paramedics; and
 - (b) TCEU, Local 416 shall not, except with the consent of the City, alter any term or condition of employment or any right, privilege or duty of the City, TCEU, Local 416 or the paramedics.
17. Any resolved matters will be agreed upon in writing and signed by the designated representatives of the parties. No such matters shall be determined by the Board of Arbitration. Positions taken by either party during negotiations that are not the subject of such a written agreement shall not be in any way whatsoever disclosed to or used by any Board of Arbitration appointed to resolve such dispute. The decision of the Board will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The decision of the Board shall incorporate any resolved matters previously agreed upon in writing and signed by the designated representatives of the parties and shall, together with any matters determined by the Board, thereafter form part of the collective agreement.

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Essential Services Agreement

- 18. The parties agree that this paragraph 18 shall constitute their essential services agreement and shall be incorporated into their collective agreement. The parties further agree that paramedics shall not strike and the City shall not lock out the paramedics. Further to this agreement that all paramedics will work during any future labour disruption, the parties agree that neither party shall make an application before the Ontario Labour Relations Board under the Ambulance Services Collective Bargaining Act, 2001 to reduce the number of paramedics working during any future labour disruption to less than 100% of all paramedics. The parties agree that they will make no submissions in any interest arbitration proposing changes, amendments and/or modifications to this paragraph 18 and that no interest arbitrator or Board of Arbitration appointed by them shall have jurisdiction to award any changes, amendments and/or modifications to this paragraph 18.

- 19. Paragraphs 12 to 17 of this Memorandum of Agreement shall be incorporated by the parties as an article in Schedule P to the new collective agreement.

Dated at Toronto this ____ day of February, 2012.

For the City of Toronto

For Toronto Civic Employees' Union,
Local 416 – CUPE 416 – CUPE