

Attachment 1 – Confidential Information – Made Public on April 2, 2012

**Memoranda of Settlement – Canadian Union of Public Employees (CUPE),
Local 79 and the City of Toronto, Full-Time Unit and Part-Time Unit B**

MEMORANDUM OF SETTLEMENT

BETWEEN:

CITY OF TORONTO
Hereinafter referred to as the “City”

and

CUPE LOCAL 79 – FULL TIME
Hereinafter referred to as the “Union”

1. The parties herein agree to the terms of the attached Schedule A as constituting the City's final Offer on all matters in dispute. The offer is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the Union do hereby agree to present the terms of this Offer to their principals for ratification on Wednesday March 28, 2012.
3. The undersigned representatives of the City do hereby agree that, if ratified by the Union, they will recommend complete acceptance of all the terms of this Offer to their respective principals for ratification.
4. Consistent with paragraph 2, above, the undersigned representatives of the Union agree that they will not campaign against acceptance of the City's final offer by their principals.
5. The City agrees that it will maintain the current terms and conditions of employment until 11:59 p.m. on the date of the ratification vote referred to in paragraph 2.
6. The parties herein agree that if ratified the term of the Collective Agreement shall be from January 1, 2012, to December 31, 2015.

7. If ratified, the terms and conditions of the attached Offer shall amend the collective agreement that expired on December 31, 2011 and become the collective agreement between the parties, effective at the beginning of the first pay period by the parties unless otherwise stated.

Dated at Toronto this 25th day of March, 2012

For the Union:

(signed) _____

Tim Maguire

(signed) _____

Nancy Murphy

(signed) _____

David Kidd

(signed) _____

Ainsworth Hamilton

(signed) _____

Sofia Reno

(signed) _____

Lily Chang

(signed) _____

Doug Jones

(signed) _____

Yvonne Bell

(signed) _____

(signed) _____

Deborah Dixon

(signed) _____

Maria Kolominsky

(signed) _____

Mary Villa

(signed) _____

(signed) _____

Helen Manning

(signed) _____

Jason Desjardins

For the City:

(signed) _____

R.J. Reynolds

(signed) _____

Jayne Allan

(signed) _____

Rosanne Rinella

(signed) _____

Dymphna Walko-Channan

(signed) _____

Anthi Bittner

(signed) _____

Laura Thompson

(signed) _____

Denise Balfe

(signed) _____

Kathleen M. Figueria

(signed) _____

Garth Knox

THIS PROPOSAL IN ITS ENTIRETY REPRESENTS THE CITY'S FINAL OFFER
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**CITY OF TORONTO MANAGEMENT PROPOSALS
CUPE LOCAL 79 FULL TIME COLLECTIVE AGREEMENT
GIVEN TO LOCAL 79 – March 25, 2012**

Article 2 Recognition Clarity Note 5	Delete Clarity Note 5															
Article 6 WAGES AND SALARIES																
Memorandum of Agreement Item Wages and Salaries	<p>New Memorandum of Agreement Item as follows:</p> <p><u>Wages:</u></p> <p>Four (4) year term with wage adjustment increases as follows:</p> <table style="margin-left: 20px;"> <tr> <td>January 1, 2012</td> <td>0%</td> <td></td> </tr> <tr> <td>January 1, 2013</td> <td>1.5%</td> <td>Lump Sum payment on gross regular pay;</td> </tr> <tr> <td></td> <td>0.5%</td> <td>Base increase on gross regular pay;</td> </tr> <tr> <td>January 1, 2014</td> <td>1.75%</td> <td>Base increase on gross regular pay;</td> </tr> <tr> <td>January 1, 2015</td> <td>2.25%</td> <td>Base increase on gross regular pay.</td> </tr> </table> <p>The lump sum payment will be based upon an employee's base salary as at December 31, 2012 and prorated on the basis of the regular hours worked by the employee in that calendar year.</p> <p>In order to receive the lump sum payment, the employee must be in the employ of the City on January 1, 2013.</p> <p>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.</p> <p><u>The City agrees to renew memorandum item Memorandum of Agreement Item regarding the Herman Award</u></p> <p>Employees who had their wage rates frozen as a result of the Herman Award who are above the harmonized rate shall continue to have their wages frozen until they meet the amalgamated classification harmonization rate.</p> <p>While “frozen”, such employee shall receive a lump sum payment in each year of the Collective Agreement, in the amount of the annualized value of the across-the-board increases as applied to their frozen rate,</p>	January 1, 2012	0%		January 1, 2013	1.5%	Lump Sum payment on gross regular pay;		0.5%	Base increase on gross regular pay;	January 1, 2014	1.75%	Base increase on gross regular pay;	January 1, 2015	2.25%	Base increase on gross regular pay.
January 1, 2012	0%															
January 1, 2013	1.5%	Lump Sum payment on gross regular pay;														
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	<p>provided that the lump sum payment is included as pensionable earnings. This payment will be based on straight time earnings and paid at the beginning of the year for the previous year</p>
<p>6.02 (b) – (e) Harmonization, Job Evaluation and Pay Equity</p>	<p>Delete these clauses:</p> <p>6.02(b) — Effective December 31, 2004, the salaries and wages to be paid to each employee shall conform to the terms of the Harmonization, Job Evaluation and Pay Equity Award issued May 18, 2005.</p> <p>6.02(c) — Effective December 31, 2004, Appendix “B” (being the Job Evaluation Program consisting of Schedules “A”, “B” and “C”) set forth in the Harmonization, Job Evaluation and Pay Equity Award shall be incorporated in and form part of the Collective Agreement.</p> <p>6.02(d) — Effective December 31, 2004 the description and rating of all jobs in the Bargaining Unit shall be deemed to conform to the provisions of Appendix “B” and the determination of the appropriate description and wage rate for any job created thereafter and for any changes in the content of any job occurring thereafter shall conform to the provisions of Appendix “B”.</p> <p>6.02(e) — Notwithstanding any provision to the contrary set out in the Collective Agreement effective the date of issuance of the Harmonization, Job Evaluation and Pay Equity Award, progression through increment levels as set out in the wage rate and classification structure shall conform to the terms of the Harmonization, Job Evaluation and Pay Equity Award.</p>
<p>6.05 Alternate Rate</p>	<p>Amend clause 6.05 as follows:</p> <p>Subject to clause 6.07, whenever an employee is assigned to perform the regular duties of a higher rated position classification for at least a full day or shift, he/she shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of sixty-five cents (65¢) per hour, whichever is greater, but in no case shall an employee be paid in excess of the maximum rate for the higher rated classification.</p> <p>This clause does not apply to an employee in a trainee classification.</p>
<p>6.11 Alternate Rate Review</p>	<p>Amend clause 6.11 as follows:</p> <p>Effective January 1, 2010 Commencing on January 1, 2013, and every two years thereafter, the City and Local 79 will review on an annual basis (the review date shall be January 1st of each year) all alternate rate assignments</p>

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	<p>where the alternate rate assignment has been continuously filled by one or more employee(s) for a period in excess of thirteen (13) months. For greater clarity "employees" includes a member of any Local 79 or Local 416 Bargaining Unit, any other Bargaining Unit or non-union employee.</p> <p>Upon completion of the review, the position into which the employee(s) has been alternate rated, shall be filled as a permanent vacancy in accordance with Article 15, provided that the position is not one to which a permanent employee has a claim or where the alternate rate assignment is expected to be terminated in the near future.</p>
Article 7 PREMIUM PAY PROVISIONS	
7.01(c)(ii) Lieu Bank	<p>Amend clause 7.01(c)(ii) as follows:</p> <p>An employee may request to have his/her accumulated lieu time paid out at any time during the year, paid out quarterly on the first pay period of March, June, September and/or December, provided that on each occasion the employee shall make the request in writing to his/her 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.</p>
Article 8 HOURS OF WORK AND SHIFT CHANGE	
NEW Memorandum of Agreement Long Term Care Homes and Services	See attached Memorandum of Agreement for Long-Term Care Homes and Services.
Article 10 VACATIONS	
10.08(a) and (b) Vacation scheduling	<p>Amend clause 10.08 (a) and (b) as follows:</p> <p>a) Vacation due an employee on account of his/her previous year's service shall be completed before the end of the calendar year. An employee may, with the approval of his/her Division Head or at the request of such Division Head and with the consent of the employee, postpone the whole or part of such vacation to the following calendar year. Such request must be received by either the employee or the Division Head as the case may be no later than November October 1 in any year.</p>

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	<p>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 October 1 in accordance with clause 10.08(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, he/she shall be paid out for any unused vacation at the end of the year.</p>						
Article 11 ILLNESS OR INJURY PLAN							
11A.03 Eligibility	<p>Amend clause 11A.03 as follows:</p> <p>An employee shall become eligible to receive IIP days for absence due to illness or injury commencing the first work day following the completion of his/her probationary period, subject to 11A.XX. (Occurrences)</p>						
11A.XX Add new clause	<p>Add new clause as follows:</p> <p>For the first (1st), second (2nd) and third (3rd) occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive IIP Days commencing on the first day of absence. For the fourth (4th) and any subsequent occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive IIP Days on the second (2nd) day of absence. All payments will be made based on the percentages outlined in clause 11A.07, as applicable.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">OCCURRENCE PER CALENDAR YEAR</th> <th style="padding: 5px;">EMPLOYEE IS ELIGIBLE TO RECEIVE IIP DAYS FROM:</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">First (1st) , Second (2nd) and Third (3rd) Occurrence</td> <td style="padding: 5px;">First (1st) Day of Absence</td> </tr> <tr> <td style="padding: 5px;">Fourth (4th) and Subsequent Occurrences</td> <td style="padding: 5px;">Second (2nd) Day of Absence</td> </tr> </tbody> </table>	OCCURRENCE PER CALENDAR YEAR	EMPLOYEE IS ELIGIBLE TO RECEIVE IIP DAYS FROM:	First (1 st) , Second (2 nd) and Third (3 rd) Occurrence	First (1 st) Day of Absence	Fourth (4 th) and Subsequent Occurrences	Second (2 nd) Day of Absence
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	In the event the employee is hospitalized as an in-patient, it shall not count as an occurrence and the employee will be paid from the first day of absence.						
Article 11B SICK PAY PLAN							
11B.02(a) Sick Pay Plan Occurrences	<p>Amend clause 11B.02(a) as follows:</p> <p>Permanent employees shall be eligible to receive sick pay commencing the first of the month following completion of the probationary period, subject to clause 11B.XX. (Occurrences)</p>						
11B.02(b) Eligibility	<p>Amend clause 11B.02(b) as follows:</p> <p>Temporary employees shall be eligible to receive sick pay commencing the first of the month following completion of the probationary period, subject to clause 11B.XX. (Occurrences)</p>						
11B. XX Occurrences	<p>Add new clause as follows:</p> <p>For the first (1st), second (2nd) and third (3rd) occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive Sick Pay commencing on the first day of absence. For the fourth (4th) and any subsequent occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive Sick Pay on the second (2nd) day of absence.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">OCCURRENCE PER CALENDAR YEAR</th> <th style="padding: 5px;">EMPLOYEE IS ELIGIBLE TO RECEIVE SICK PAY FROM:</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">First (1st), Second (2nd) and Third (3rd) Occurrence</td> <td style="padding: 5px;">First (1st) Day of Absence</td> </tr> <tr> <td style="padding: 5px;">Fourth (4th) and Subsequent Occurrences</td> <td style="padding: 5px;">Second (2nd) Day of Absence</td> </tr> </tbody> </table> <p>In the event the employee is hospitalized as an in-patient, it shall not count as an occurrence and the employee will be paid from the first day of absence.</p>	OCCURRENCE PER CALENDAR YEAR	EMPLOYEE IS ELIGIBLE TO RECEIVE SICK PAY FROM:	First (1 st), Second (2 nd) and Third (3 rd) Occurrence	First (1 st) Day of Absence	Fourth (4 th) and Subsequent Occurrences	Second (2 nd) Day of Absence
OCCURRENCE PER CALENDAR YEAR	EMPLOYEE IS ELIGIBLE TO RECEIVE SICK PAY FROM:						
First (1 st), Second (2 nd) and Third (3 rd) Occurrence	First (1 st) Day of Absence						
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Article 12 EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM DISABILITY INSURANCE	
12.02(a) Extended Health Care	<p>Amend clause 12.02(a) as follows:</p> <p>12.02(a) The City will provide for all employees by contract through 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, which will include any premiums payable under <u>The Health Insurance Act</u>, R.S.O. 1990, as amended.</p> <p style="text-align: center;"><u>Eligible Expenses</u> (Benefit year January 1 – December 31)</p> <ul style="list-style-type: none"> i) Semi-private hospitalization – difference between ward and semi-private hospital room ii) 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: <ul style="list-style-type: none"> (A) Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules (B) Reimbursement for drugs shall be subject to a dispensing fee cap of \$9.00 per prescription (C) Maximum of \$300.00 per person per benefit year for smoking cessation medication (D) Other non-prescription but life sustaining drugs if they have a Drug Identification Number (E) Non-generic drugs will be covered if: <ul style="list-style-type: none"> (I) there is no generic substitution; or (II) there are no generic substitutions readily available from the pharmacy of the employee's choice; or (III) generic drugs are the same cost, or more expensive; or (IV) the employee's doctor stipulates that the generic substitution would not be

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medically appropriate for the employee or dependant concerned.

(F) Eligible compounds:

- An eligible mixture/compound is one which contains a drug that bears a valid DIN, regardless of the prescription status; or
- A mixture/compound that contains a raw material, regardless of the prescription status of the raw material.

(G) Ineligible compounds:

- An ineligible mixture/compound is one which is considered experimental/investigational; or
- A mixture/compound that is contractually excluded under the plan; or
- A compound derived of vitamins and minerals.

(H) Sclerotherapy drugs to a maximum of \$15 per injection.

iii) Private duty nursing at home when medically necessary, to a maximum of \$25,000.00 per person per three (3) benefit years.

iv) Services of a licensed chiropractor, osteopath, podiatrist, chiropractist, 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) 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.**

Note: For clarity, the City will apply clause 12.02(a)(iv) of the Collective Agreement on the basis that the doubling up of the paramedical benefits pursuant to the clause permits employees to elect to receive a maximum of eight hundred dollars (\$800) for any one (1) paramedical service and four hundred dollars (\$400) for four (4) of the five (5) remaining paramedical services for a

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	<p>maximum benefit of two thousand and four hundred dollars (\$2,400) 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.</p> <p>v) Services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per person per benefit year. The \$2,000 physiotherapy cap shall be effective January 1, 2013.</p> <p>Employees in receipt of Long Term Disability (LTD) benefits as of <insert date of ratification> , shall continue to receive unlimited services of a licensed or registered physiotherapist while he/she is in receipt of LTD benefits. Upon termination of his/her LTD benefits, the employee will only be entitled to the services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per benefit year.</p> <p>vi) Services of a licensed psychologist, to a maximum of \$300.00 per person per benefit year.</p> <p>vii) Up to four hundred and seventy-five dollars (\$475) four hundred and fifty 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.</p> <p>Benefit plan members may borrow their eyeglass entitlement from the next benefit period in order to apply such amount towards 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.</p> <p>viii) Hearing aids, including repairs and batteries to a maximum of sixteen hundred dollars (\$1,600.00) per person per three (3) benefit years.</p>
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	<ul style="list-style-type: none">ix) One (1) pair of orthotic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiroprapist 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. x) One (1) pair of orthopaedic devices per person per every two (2) benefit years per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiroprapist 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. Off-the-shelf orthopaedic devices will only be allowed if there is a custom made modification and reimbursement of expenses will be limited to the cost of such modification. xi) Out of country emergency medical coverage for employees travelling in connection with their job duties. xii) One (1) prostate specific antigen (PSA) test per person, per benefit year to a maximum of forty dollars (\$40). xiii) One (1) ovarian test (CA125) or (CA125II) per person, per benefit year, to a maximum of forty dollars (\$40). xiv) 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.<ul style="list-style-type: none">(A) 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., (or purchase where appropriate) 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.
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12.03 Dental Benefits	<p>Amend clause 12.03 as follows:</p> <p>12.03 The City will provide for all employees by contract through an insurer selected by the City a Dental Plan which will provide dental benefits. The City shall pay one hundred per cent (100%) of the premiums.</p> <p><u>Eligible Expenses</u> (One year lag Current ODA fee guide for general practitioners; other expenses to reasonable and customary charge; benefit year – January 1 – December 31)</p> <p><u>One hundred percent (100%) for:</u></p> <p>i) Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to current limits on frequency.</p> <p><u>Effective February 1, 2010</u></p> <p>Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to a nine (9) month frequency for adults and a six (6) month frequency for eligible dependants under the age of eighteen (18).</p> <p>ii) Restorative procedures, such as fillings – including both bonded and non bonded amalgams (acrylic or composite for front teeth).</p> <p>iii) Surgical services (extractions), all oral surgery and anaesthesia.</p> <p>iv) Periodontal and endodontic services.</p> <p>Sixty percent (60%) major restorative procedures, seventy percent (70%) dentures – to a maximum of \$4,000.00 per person per benefit year:</p>
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	<ul style="list-style-type: none"> i) Major restorative procedures, such as inlays, onlays, gold fillings, crowns, repair and recementing 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 ii) Initial installation of full or partial dentures, and repair, relining and rebasing or replacement of dentures which are five (5) or more years old <p>Fifty percent (50%) orthodontic procedures – to a lifetime maximum of \$5,000.00 per person:</p> <ul style="list-style-type: none"> i) Orthodontic procedures, including consultation, diagnostic services, preventive, interceptive and corrective orthodontics
LOI Administrative and Underwriting Services for Employee Benefits	Delete Letter of Intent
Article 13 PENSIONS	
13.01(d)	<p>Amend clause 13.01(d) as follows:</p> <p>Without limiting the generality of the foregoing, the pension plans to which clause 13.01(c) applies include:</p> <p style="padding-left: 40px;">Toronto Civic Employees' Pension Plan York Employees' Pension Plan Metro Toronto Pension Plan</p> <p>It is understood and agreed that this list includes all non-OMERS pension plans of which the parties are aware as of May 11, 2000. However, it is also understood and agreed that the list is not an exhaustive list, and that any other non-OMERS pension plans of which either party becomes aware during the term of this Collective Agreement will also be covered by clause 13.01(c).</p>
13.08	<p>Delete Clause 13.08</p> <p>13.08 Any employee who, as of May 11, 2000, is enrolled and participating in an OMERS</p>

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	Supplementary Type 3 pension benefit shall continue to be provided with such benefits during the term of this Collective Agreement.
Letter of Intent Pensions	Delete Letter of Intent
Letter of Intent Buy-Back of Pensionable Service	Delete Letter of Intent
Letter of Intent Pension Education	Delete Letter of Intent
Letter of Intent Pension Coverage	Delete Letter of Intent
Article 16 GRIEVANCE PROCEDURE	
16.06(a) List of Stewards	<p>Amend clause 16.06(a) as follows:</p> <p>Local 79 will supply the City with a list of all of its Stewards and Officers as soon as they are elected/appointed, and thereafter will notify the City in writing of any changes. In the event that a Steward or Officer is permanently transferred by the City from the work area that he/she would normally represent, the City will notify Local 79 as soon as practicable.</p>
16.29(b) (i) Expedited Arbitration	<p>Amend clause 16.29(b)(i) as follows:</p> <p>'The grievance shall be placed before one (1) of the following arbitrators:</p> <p>Robert Herman Maureen Saltman Marilyn Nairn Paula Knopf Christopher Albertyn Janice Johnston</p>

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	David Starkman
Letter of Intent Investigation Protocol	<p>Amend Letter of Intent as follows:</p> <p><u>LOI - Investigation Protocol</u></p> <p>The parties agree to implement the following Protocol within thirty (30) days of ratification of the Collective Agreement;</p> <p>The parties further agree to meet to develop and implement a joint training program for up to twenty (20) Local 79 members as determined by Local 79, and management personnel.</p> <p>The Protocol will continue for one (1) calendar year from the date of implementation. At the end of the one (1) year the parties agree to meet and discuss the continuation or the termination of the Protocol.</p> <p>Should there be agreement amongst the parties to continue to utilize the protocol, the parties agree to meet to develop and implement a joint training program.</p> <p>Any disputes arising out of the Protocol will be referred to the President of Local 79 and the Director of Employee and Labour Relations who will discuss and attempt to resolve the issues. Should the parties be unable to find resolution the Protocol may be terminated by mutual agreement.</p> <ol style="list-style-type: none"> 4. Where the City conducts an investigation which may result in the discipline of a Local 79 employee(s), the employee(s) who is the subject of the investigation will be informed of the nature of the meeting and their right to Local 79 representation. The City shall inform the Chief Steward or designate of Local 79 about the pending investigation meeting and the nature of the meeting. 2. Where practical, the employee will receive twenty-four (24) hours notice of the investigation meeting. 3. At the meeting, the City will disclose the nature of the investigation including the nature of any complaints received.

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	<p>4. At the meeting, the employee and the Local 79 steward or representative will be informed if the City has contacted or intends to contact the police, children’s aid societies or a professional regulatory body regarding the matters under investigation.</p> <p>5. Once the investigation is completed, the employee will be informed of the outcome of the investigation in a timely manner.</p>
<p>Letter of Intent Grievance and Arbitration Provisions</p>	<p>Amend Letter of Intent as follows:</p> <p><u>Grievance and Arbitration Provisions</u></p> <p>The parties agree that the President of Local 79 and the Director of Employee and Labour Relations shall meet during the term of this Collective Agreement for the purpose of reviewing the grievance and arbitration provisions as set out in the Collective Agreement.</p> <p>This review will include but will not be limited to the adequacy of the time limits as set out therein and any other matters of mutual concern that may arise within the context of the grievance and arbitration process.</p> <p>Meetings will be held at the on a quarterly basis or at such other times as may be requested request of either party.</p>
Article 17 LEAVE OF ABSENCE	
<p>Leave of Absence for Chief Steward and Unit Officers</p>	<p>Add new clauses as follows:</p> <p>17.20(a) Upon request from Local 79, the City shall provide a full-time leave of absence with full pay and benefits for the Chief Steward and three (3) Unit Officers of Local 79. In addition the three (3) Unit Officers representing the Long Term Care Homes and Services Part- Time, Unit B Part-Time and Recreation Workers Part-Time, or alternates as designated by Local 79 will be granted leaves of absence of two (2) days per week without loss of pay or benefits. The leave of absence for the Chief Steward and Unit Officers shall result in no loss of seniority or service. The City shall pay the wages, vacation, and benefits of the Chief Steward and Unit Officers and shall invoice Local 79. Local 79 shall remit, forthwith, full reimbursement for the Chief Steward and Unit Officers' wages,</p>

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	<p>vacation, and benefits to the City.</p> <p>17.20(b) At least two (2) weeks prior to the commencement of the leave of absence, Local 79 shall provide the City with a written request for the leave. The leave may not commence until the City confirms, in writing, its approval for the leave however, the commencement of the leave will not be delayed due to operational requirements for a period greater than four (4) calendar weeks from the date of the request.</p> <p>17.20(c) The paid leave is for the purpose of resolving grievances, problem solving and working with management to further the union/management relationship in the workplace and any other duties the parties may mutually agree to.</p> <p>17.20(d) During such paid leave, the Chief Steward and Unit Officers shall:</p> <ul style="list-style-type: none">i. be authorized to make decisions on behalf of Local 79 related to dispute and grievance resolution, subject to final disposition by the Local 79 Grievance Committee;ii. be available on a day-to-day basis to meet with and discuss issues, concerns, grievance resolution and any other matter with the City as needed; andiii. both parties are committed to promoting an environment based on mutual respect and professionalism in all dealings.iv. promote an environment based on mutual respect and professionalism in all dealings. <p>17.20(e) The Chief Steward and Unit Officers shall provide, on a bi-weekly basis to the Director, Employee and Labour Relations, a log outlining:</p> <ul style="list-style-type: none">(ii) meetings they attended;(iii) dates and times of the meetings;(iv) purpose of the meetings;(v) City representatives they met with;(vi) time not spent in meetings shall also be recorded in the log and will(vii) include information describing how the time was spent; and
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	<p>(viii) — absences due to illness, vacation, etc.</p> <p>17.20(f) Information in the log will be used by the City to ensure that accountability for the paid leave can be verified.</p> <p>17.20(g) In the event the Chief Steward or Unit Officers are absent due to illness, vacation or any other reason they shall be required to notify the designated person from the Local, who shall in turn contact the Director, Employee and Labour Relations for record keeping purposes.</p> <p>17.20(h) Should any difficulties or concerns arise with respect to the granting or continuation of these leaves, the President of Local 79 and the Director, Employee and Labour Relations shall meet to resolve the matter. Should circumstances arise where either party wishes to terminate the leave and mutual agreement cannot be achieved, the dispute may be referred to mediation/arbitration.</p>
New 17.XX Childcare & Eldercare Leave	<p>Add new clause as follows:</p> <p>Employees will be eligible to access the City's Childcare and Eldercare Leave policy as it may be amended from time to time.</p>
LOI Prepaid Leave Plan	<p>Amend Letter of Intent as follows:</p> <p>The City will ensure that those people participating in Prepaid Leave Plans with predecessor employers shall be permitted to conclude such participation in the plan in which they are participating. The City will ensure that any City policy concerning a Prepaid Leave Plan, as it may be amended from time to time, is accessible to employees in the Local 79 Unit.</p>
LOI Grandparenting of North York (Former ONA 41) Public Health Nurses' Special Leave Program	<p>Delete Letter of Intent</p>
Article 18 TRANSPORTATION	
18.01	Amend clause 18.01 as follows:

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Mileage	Whenever an employee is required and/or authorized to use his automobile on the business of the City, the City shall pay to such employee, fifty-two cents (52¢) or the lesser of the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 per kilometre actually travelled in the course of transacting the business of the City up to 5,000 kilometres annually, and forty-six cents (46¢) per kilometre thereafter. The mileage allowance paid for kilometres in excess of 5,000 per year shall be set annually as the reasonable rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 to ensure that the expense reimbursed is non-taxable income to the employee.
Letter of Intent – Grandparenting of Transportation Car Allowance	<p>Amend Letter of Intent as follows:</p> <p>Letter of Intent <u>Grandparenting of Transportation Car Allowance</u></p> <p>(o) Metro Full-time (Inside Unit CUPE Local 79) – the existing practice with respect to travel allowance for employees working at Keele Valley and Pickering work locations as at <insert date of ratification> shall continue at the rate set out in clause 18.01.</p>
Article 21 EMPLOYMENT SECURITY & REDEPLOYMENT	
Employment Security & Redeployment	<p>Amend Article 21 as follows</p> <p>21.01 The City may place in other positions any permanent employee(s) who will be displaced and may be laid off by reason of:</p> <p style="padding-left: 40px;">(a) technological improvements in the operation of the City; (b) the contracting out of any work now performed by employees; or (c) the deletion or elimination of a position or job classification.</p> <p><u>Notice of Redeployment and Layoff</u></p>

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	<p>21.02</p> <ul style="list-style-type: none">(a) The City will provide Local 79 with no less than sixty (60) calendar days written notice of employee layoff, prior to deleting any position or job classification in the bargaining unit where there is a permanent incumbent.(b) The notice to the Union shall contain an invitation from the Director, Employee and Labour Relations, to meet within ten (10) calendar days for the purpose of discussing the proposed deletion.(c) The City shall commence the redeployment and layoff process no less than fourteen (14) calendar days after the date the notice was issued to the Union under clause 21.02(a).(d) The City will provide employee(s) with no less than thirty (30) calendar days of written notice of layoff.(e) No further notice to the Union and to the employee(s) shall be required for any subsequent layoffs that may occur as a result of the initial notice under this Article and the application of Article 35. <p><u>Joint Redeployment Committee</u></p> <p>21.03</p> <ul style="list-style-type: none">(a) A Joint Redeployment Committee shall be established to discuss the placement of permanent employees who received notice under clause 21.02(d). <p style="padding-left: 40px;">The Joint Redeployment Committee will:</p> <ul style="list-style-type: none">i) review the City's proposed redeployment plan;ii) review vacant permanent positions that the City has identified as a potential match to the employee(s);iii) meet with the employee(s) to advise them of the redeployment process and
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address any questions they may have.

(b) The following information will be made available to the Joint Redeployment Committee:

- i) list of names, seniority dates and Division/Section of affected employee(s);
- ii) a list of available vacant permanent positions;
- iii) a list of the vacant permanent positions that the City has identified as a potential match to the displaced employee(s);
- iv) the City's explanation for the reason of the layoff notice to the permanent employee(s);
- v) list of vacant permanent positions that may be potential matches (including current work location, hours of work, hourly wage and shift, if applicable); and
- vi) pertinent staffing and financial information that the City considers necessary to the placement process.

Employee Placement (Matching)

21.04

- (a) An employee who has received notice of layoff may be provided with the option to accept a voluntary separation package, if offered by the City, prior to being placed in a vacant permanent position under this Article.
- (b)
 - (i) A permanent employee who has received notice in accordance with clause 21.02(d), shall be placed by the City in an available vacant permanent position which the employee is qualified to perform. The permanent placement shall be higher, equal to or up to three (3) wage grades below the employee's base wage grade.

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- (ii) In the event there are two (2) or more employees who can perform the work, the employee with the most seniority shall be placed in the position and the other employee(s) will continue to be dealt with in accordance with this Article.
- (iii) The City will assess the employee(s)' qualifications and ability to perform the required work of the permanent vacant position for which the employee is being considered.
- (iv) The job posting provisions of Article 15 do not apply to placements under this Article.
- (v) If the City determines that no permanent vacancy exists that the employee is qualified to perform, the employee shall proceed to Article 35.

Job Posting

21.05 If the City determines that the displaced employee is a match to a permanent position that has already been posted under Article 15 (Job Posting), the employee shall be considered for the position as long as the City has not already offered the position to a candidate under the job posting process.

Re-matching

21.06 Within three (3) months of the placement of an employee in a permanent position under this Article, either the employee or the City may conclude that the placement is not appropriate and may request a re-match. If the City determines that no permanent vacancy exists through the re-match process that the employee is qualified to perform, the employee shall proceed to Article 35.

Training

21.07 Subject to clauses 21.04(b) and 21.06 , if the City identifies a permanent position into which the affected employee may be placed, and the City determines such placement may require up to a maximum of one (1) month training for the employee to be able to perform the required work, the City

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	<p>shall provide the training, at its expense, that it considers necessary. To the extent that it is practical to do so, training will be provided during the employee's regular working hours.</p>
	<p><u>Right To Return</u></p>
21.08	<p>An employee shall have the right to return to the position within the classification held prior to 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 person wishing to return to the position within the classification, seniority shall govern.</p>
	<p><u>Wage Protection</u></p>
21.09 (a)	<p>A permanent employee, who is placed in accordance with this Article to a permanent position in a lower wage grade, will continue to receive the hourly rate he/she was receiving prior to placement. This rate protection will extend for the twenty-four (24) month period immediately following the date he/she was placed in the lower wage grade (the 'Wage Protection Period'). Following the expiry of the Wage Protection Period, the employee will then receive the actual hourly rate of his/her new position. The change in hourly rate will be effective the first day of the pay period following the expiry of the Wage Protection Period.</p>
(b)	<p>In those cases where an increment structure would apply, no further increments applicable to the permanent employee's former position shall be granted following his/her placement to a permanent position in a lower wage grade during the employee's wage protection period.</p>
21.10	<p>A permanent employee who is placed in a lower rated position under clause 21.04(b), or permanently re-matched pursuant to clause 21.06, will receive a lump sum retirement payment, provided that both of the following conditions are satisfied:</p> <ul style="list-style-type: none">(i) the employee retires in the twelve (12) month period (the "Additional Wage Protection Period") immediately following the above-noted Wage Protection Period and;(ii) the employee retires from the position to which he/she was originally placed or re-matched.

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	<p>The lump sum retirement payment shall be equal to the difference between the rate the employee was receiving prior to his/her permanent placement and the rate he/she was receiving in the new permanent position for all regular hours worked during the additional wage protection period, and shall be considered pensionable earnings.</p> <p><u>Dispute Resolution</u></p> <p>21.11 Any disputes arising out of the redeployment process may be brought to the Director of Employee and Labour Relations by Local 79.</p>
Letter of Intent – Contracting Out	Delete Letter of Intent
Letter of Intent – Joint Redeployment Programs	Delete Letter of Intent
Article 23 NOTICE OF CONTRACTING OUT	
23. Notice of Contracting Out	<p>Amend Article 23 as follows:</p> <p>23.01 (a) Where practicable, the City shall provide eighty (80) calendar days written notice to Local 79 prior to contracting out any work that is currently performed by Local 79 employees.</p> <p>(b) The written notice shall contain an invitation from the Division to meet, within ten (10) working days, for the purpose of discussing the proposed contracting out.</p> <p>(c) Upon request, the Division shall provide the following information to Local 79:</p> <p style="padding-left: 40px;">(i) Cost information pertaining to the proposed contracting out of work,</p> <p style="padding-left: 40px;">(ii) The reasons that have led to the decision to recommend the contracting out of</p>

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	<p style="text-align: center;">work, and</p> <p style="text-align: center;">(iii) Any other information that the City determines is relevant to the proposed contracting out of work.</p> <p>(d) Within the eighty (80) calendar days notice period referred to in Clause 23.01(a), above, Local 79 may make any representations it wishes to the Division involved and, where Council approval is being sought, to the appropriate Committee of Council.</p> <p>(e) Should the City contract out or privatize any bargaining unit work, no permanent employee with fifteen (15) years of seniority shall lose his/her employment as a result of contracting out or privatization.</p>
Article 28 TECHNOLOGICAL CHANGE	
28.02(a)	<p>Amend clause 28.02(a) as follows:</p> <p>28.02 In the event that the City introduces technological change the following process shall apply:</p> <p>(a) The Division Head initiating the technological change will provide Local 79 with no less than ninety (90) forty-five (45) calendar days notice that technological change is to be introduced. It is understood that there may be circumstances that prevent compliance within the timeframe contained in above, specifically, provincial legislation, regulation, policy or funding-related requirements.</p>
Article 33 TERM OF AGREEMENT AND NOTICE TO BARGAIN	
33. 01 Term	<p>Amend clause 33.01 as follows:</p> <p>This agreement shall remain in force from the 1st day of January, 2012 until and including the 31st day of December 2015 and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement.</p>
Article 35 LAYOFF AND RECALL	

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35	<p>Amend Article 35 as follows:</p> <p><u>Notice of Layoff – Temporary Employees</u></p> <p>35.01(a) A temporary employee who has been identified for layoff shall receive a written notice of layoff and proceed through the layoff process as provided in clause 35.02.</p> <p>(b) The written notice of layoff shall be copied to the Union at the same time it is issued to the affected employee.</p> <p><u>Layoff Process - Temporary Employees</u></p> <p>35.02 (a) Subject to clauses 4.01, 20.01(a) and 20.03, a temporary employee who has received notice of layoff in accordance with clause 35.01(a), provided the employee is qualified to perform the work required, the employee shall:</p> <p>(i) displace a temporary employee in reverse order of seniority within the same job classification and Division, provided the employee being displaced has at least six weeks remaining in his/her assignment, or if this is not possible, then</p> <p>(ii) displace a temporary employee in reverse order of seniority within the same job classification City-wide, provided the employee being displaced has at least six (6) weeks remaining in his/her assignment.</p> <p>(b) Notwithstanding clause 35.02(a), if a vacant temporary assignment in the same classification becomes available, the temporary employee facing layoff shall be placed in such assignment, provided he/she is qualified to perform the work required.</p> <p><u>Layoff – Temporary Employees</u></p>
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	<p>35.03 If the temporary employee cannot displace or be placed in accordance with clause 35.02, the employee shall be laid off.</p> <p><u>Rights of Temporary Employees While on Layoff</u></p> <p>35.04 During the period in which a temporary employee is on layoff, the employee shall not be entitled to the benefits provided under this Agreement, except as follows:</p> <ul style="list-style-type: none">(i) the right of recall as provided in clause 35.06(a)(i);(ii) the right to be considered for recall to a vacant temporary position provided under clause 35.06(a);(iii) the right to apply and/or proceed in a job posting as provided in clause 35.05;(iv) the option to continue health and dental benefits coverage under Article 12 for a three (3) month period following layoff, provided that the temporary employee was in receipt of benefits at the time of the layoff. If an employee elects this option, he/she shall pre-pay to the City the full cost of such benefits. <p>35.05 A laid off temporary employee who makes application for a job posting pursuant to Article 15, either prior to being laid off, or after he/she has been laid off, shall proceed in such job posting in accordance with Article 15. The right to apply and/or proceed in such job posting shall not extend beyond the period of recall as set out in clause 35.06(a)(i).</p>
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	<p><u>Recall of Temporary Employees</u></p> <p>35.06(a) If and when any temporary assignment becomes available, a temporary employee who has been laid off under this Article shall be recalled in order of his/her seniority provided that:</p> <ul style="list-style-type: none">(i) not more than twenty-four (24) months have elapsed from the effective date of the layoff;(ii) the employee is qualified to perform the work required;(iii) the temporary assignment is at a wage grade equal to or up to two wage grades below his/her pre-layoff base wage grade; and(iv) there is no permanent employee, who is qualified to perform the work required, who can be recalled in accordance with this Article. <p>(b) A temporary employee who refuses recall or who fails to report to work within ten (10) calendar days of recall shall be deemed to have terminated his/her employment.</p> <p>(c) A temporary employee who has been laid off for less than twenty-four (24) months and who has not acquired seniority may be given preference for re-employment to a temporary assignment over new hires, provided that the person is qualified to perform the work.</p> <p>(d) It is the responsibility of every temporary employee on layoff to notify the City promptly of any change in telephone number or address and to provide the City with an updated resume to assist in the recall process.</p> <p><u>Notice of Layoff – Permanent Employees</u></p> <p>35.07 (a) A permanent employee who has been identified for layoff, and who has not received notice of layoff under Article 21, shall receive no less than fifteen (15) calendar days written notice of layoff.</p>
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	<p>(b) The written notice of layoff shall be copied to the Union at the same time it is issued to the affected employee.</p>
	<p><u>Layoff Process - Permanent Employees</u></p>
35.08	<p>Subject to clauses 4.01, 20.01(a), and 20.03, a permanent employee who has received a notice of layoff in accordance with clause 35.07(a) or has not been placed in a vacancy under Article 21 shall elect within five (5) calendar days one of the following options:</p> <ul style="list-style-type: none">(i) to be laid off and placed on the recall list; or(ii) to accept a voluntary separation package, if offered by the City; or(iii) to retire from the City, if eligible; or(iv) to have his/her employment terminated and be paid in accordance with the Employment Standards Act, 2000, as amended; or(v) exercise his/her seniority rights to displace an employee in the manner described in clause 35.10 or 35.11 below.
35.09	<p>The City has the right, at any point during the layoff process, to place a permanent employee who has elected 35.08(v) in a vacant permanent position that the employee is qualified to perform, provided he/she has not been considered for the same vacant position under Article 21. The permanent placement shall be in an available vacant position that is equal to or no lower than three (3) wage grades below the employee's base wage grade.</p>
35.10	<p>Where an employee elects to displace in accordance with clause 35.08(v), provided the employee is qualified to perform the work required, the employee shall:</p>

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	<ul style="list-style-type: none"> (i) displace the most junior permanent employee in the same job classification and Division, or if this is not possible, then (ii) displace the most junior permanent employee in the same job classification City-wide, or if this is not possible, then (iii) displace the most junior permanent employee in the same wage grade, or if this is not possible, then (iv) displace the most junior permanent employee in the next lower wage grade (one wage grade below the employee's base wage grade), or if this is not possible, then (v) displace the most junior permanent employee, in the next lower wage grade (two wage grades below the employee's base wage grade), or if this is not possible, then (vi) displace the most junior permanent employee, in the next lower wage grade (three wage grades below the employee's base wage grade). <p>35.11 If the permanent employee cannot displace an employee in accordance with clause 35.10, provided the employee is qualified to perform the work required, the employee shall:</p> <ul style="list-style-type: none"> (i) displace any temporary employee, who has at least six weeks remaining in his/her assignment, in reverse order of seniority within the same job classification and Division, or if this is not possible, then (ii) displace any temporary employee, who has at least six (6) weeks remaining in his/her assignment, in reverse order of seniority within the same job classification City-wide. <p>35.12 A permanent employee who displaces a temporary employee shall not lose his/her permanent status.</p>
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**CITY OF TORONTO MANAGEMENT PROPOSALS
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	<p>35.13 Provided that the permanent employee is qualified to perform the work required, when the employee's temporary assignment under clause 35.11 comes to an end, temporary employees working in the same job classification and division shall be laid off first, followed by temporary employees working in the same job classification city-wide, in accordance with this Article, prior to the permanent employee.</p> <p>35.14 The Job Posting provisions of the Collective Agreement do not apply to placements under this Article.</p> <p><u>Wage Protection</u></p> <p>35.15(a) A permanent employee, who displaces an employee in accordance with clause 35.10 to a permanent position in a lower wage grade, will continue to receive the hourly rate he/she was receiving prior to placement. This rate protection will extend for the twenty-four (24) month period immediately following the date he/she was placed in the lower wage grade (the 'Wage Protection Period'). Following the expiry of the Wage Protection Period, the employee will then receive the actual hourly rate of his/her new position. The change in hourly rate will be effective the first day of the pay period following the expiry of the Wage Protection Period.</p> <p style="padding-left: 40px;">(b) In those cases where an increment structure would apply, no further increments applicable to the permanent employee's former position shall be granted following his/her placement.</p> <p>35.16 The permanent employee who receives wage protection under clause 35.15 (a) will receive a lump sum retirement payment, provided both of the following conditions are satisfied:</p> <p style="padding-left: 80px;">(i) the employee retires in the twelve (12) month period (the "Additional Wage Protection Period") immediately following the above-noted Wage Protection Period; and</p> <p style="padding-left: 80px;">(ii) the employee retires from the position to which he/she was placed in accordance with this Article.</p> <p style="padding-left: 40px;">The lump sum retirement payment shall be equal to the difference between the rate the employee was receiving prior to his/her permanent reassignment and the rate applicable to his/her re-assigned</p>
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**CITY OF TORONTO MANAGEMENT PROPOSALS
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position for all regular hours worked, and shall be considered pensionable earnings.

Layoff of Permanent Employees

35.17 If the permanent employee cannot displace or be placed in accordance with this Article, he/she shall be laid off under the original notice of layoff issued under Article 21 or Article 35.

Rights of Permanent Employees While on Layoff

35.18 During the period in which a permanent employee is on layoff, the employee shall not be entitled to the benefits provided under this Agreement, except as follows:

- (i) the right of recall within the time provided in clause 35.20(a)(i);
- (ii) the right to be considered for recall to a vacant permanent position as provided in clause 35.20(a);
- (iii) the right to apply and/or proceed in a Job Posting as provided in clause 35.19;
- (iv) the option to continue health and dental benefits coverage under Article 12 for a three (3) month period following layoff, provided that the permanent employee was in receipt of benefits at the time of layoff. If an employee elects this option, he/she shall pre-pay to the City the full cost of such benefits.

35.19 A laid off permanent employee who makes application for a job posting for a permanent position pursuant to Article 15, either prior to being laid off, or after he/she has been laid off, shall proceed in such job posting in accordance with Article 15. The right to apply and/or proceed in such job posting shall not extend beyond the period of recall as set out in clause 35.20(a)(i).

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	<p><u>Recall of Permanent Employees</u></p> <p>35.20(a) If and when a vacancy becomes available, a permanent employee who has been laid off under this Article shall be recalled, in order of his/her seniority provided that:</p> <ul style="list-style-type: none">(i) not more than twenty-four (24) months have elapsed from the date they were laid off,(ii) the employee is qualified to perform the work required, and(iii) the vacancy is at a wage grade equal to or lower than the employee's pre-layoff wage grade. <p>(b) If a permanent employee is recalled to a temporary assignment in accordance with clause 35.20(a), above, the permanent employee shall:</p> <ul style="list-style-type: none">(i) remain in that assignment for the duration of the assignment until it has been completed; and(ii) once the assignment has been completed, the employee shall be laid off and placed on the recall list. <p>(c) A permanent employee may refuse recall once to a permanent position / temporary assignment that is three (3) wage grades or lower from his/her pre layoff wage grade.</p> <p>(d) Notwithstanding 35.20(c), a permanent employee who refuses recall or who fails to report to work within ten (10) calendar days of recall shall be deemed to have terminated his/her employment.</p> <p>35.21 It is the responsibility of every employee on lay off to notify the City promptly of any change in telephone number or address and to provide the City with an updated resume to assist in the recall</p>
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**CITY OF TORONTO MANAGEMENT PROPOSALS
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	process.
Article 36 HEALTH AND SAFETY	
New Clause 36.06 Emergency Preparedness & Emergency Response	<p>Delete existing Letter of Intent and add new clause 36.06 as follows:</p> <p>The parties agree to meet and discuss the role of Local 79 and employees in emergency preparedness and response, including situations where an emergency may be declared pursuant to the <i>Emergency Management and Civil Protection Act</i>, 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.</p>
Article 41 PRESERVATION OF CITY PROGRAMS	
Letter of Intent – Contracting Out, Employment Security and Continuous Improvement	Delete Letter of Intent
Letter of Intent – Contracting In Review Committee	Delete Letter of Intent
Article 45 REVIEW OF TEMPORARY EMPLOYEES	
45.01- Review of Temporary Employees	<p>Amend Article 45.01 as follows:</p> <p>Commencing on January 1, 2013, and every two years thereafter, A a review of temporary employees shall take place. once per every two calendar years. The effective date of the review shall be September 1st of each year. Where it has been determined that a temporary employee has been continuously employed for longer than one (1) year as of the date of the review, the status of the position will be reviewed with the Union and the City, and if the City intends to continue to fill the position, the position will be filled as a permanent position in accordance with the provisions of Article 15, unless the position is one to which a permanent employee has claim or the position is expected to be eliminated in the near future.</p>

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**CITY OF TORONTO MANAGEMENT PROPOSALS
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LETTERS OF INTENT	
LOI Changes to the City's Administrative Structure	Delete Letter of Intent
LOI Special Amalgamation and Restructuring Committee	Delete Letter of Intent
LOI Joint City-Local 79 Committees	Delete Letter of Intent
LOI Domestic Violence	Delete Letter of Intent
LOI Employee Assistance Program	Delete Letter of Intent
LOI Special Needs Support	Delete Letter of Intent
LOI Space for Wage and Harmonization and Job Evaluation	Delete Letter of Intent
NEW LOI Video Security Surveillance/Global Positioning Systems(GPS) and Automated Vehicle Location Systems (AVL)	<p>Add new Letter of Intent as follows:</p> <p style="text-align: center;">Letter of Intent <u>Video Security Surveillance/Global Positioning Systems(GPS) and Automated Vehicle Location Systems (AVL)</u></p> <p>The City will notify the Union when video security systems and GPS/AVL systems are used in the work locations or fleets of vehicles where Local 79 employees regularly work.</p>

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	<p>Uses for video security systems include the protection and safety of employees, members of the public, customers and City assets and property. GPS/AVL systems have been utilized to evaluate routing capabilities, to respond to anomalies on routes, improve customer service and improve health and safety.</p>
<p>APPENDIX A</p>	<p>Amend Appendix A as follows:</p> <p><u>12 Hour Shift</u> Employees in the Toronto Emergency Medical Services Division who are regularly employed on the twelve (12) hour shift schedule arrangement that was agreed upon by Local 79 and the former Municipality of Metropolitan Toronto on September 21, 1978, and as subsequently modified by the parties, are governed by the terms and conditions set out in the current Collective Agreement with the following exceptions:</p> <p>A normal working shift shall be defined as comprising twelve (12) consecutive hours of work. The normal work week shall be based on an employee not being required to work in excess of two hundred and forty (240) hours during a six (6) week cycle.</p> <p>The overtime rate of time and one-half (1 ½) the regular rate shall be paid to an employee for all hours worked in excess of his/her scheduled twelve (12) hours for such shift and for all hours worked on any day other than a scheduled working day.</p> <p>Payment for designated holiday and the payment and calculation of vacations, sick pay credits, IIP Days and the Workplace Safety and Insurance Benefit shall be based on the twelve (12) hour working day (i.e. three (3) weeks vacation is equivalent to one hundred and twenty (120) hours).</p> <p>This shift schedule may be terminated in accordance with clause 8.06(a).</p> <p><u>Critical Call</u></p> <p>Following a difficult or critical call (as defined by the Dispatcher) a minimum one (1) hour of out-of-service time will be guaranteed following completion of the call.</p> <p>For each stress claim, employees will complete the appropriate WSIB documentation if the difficult or critical call</p>

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**CITY OF TORONTO MANAGEMENT PROPOSALS
CUPE LOCAL 79 FULL TIME COLLECTIVE AGREEMENT
GIVEN TO LOCAL 79 – March 25, 2012**

	necessitates health care intervention.
Memorandum Of Agreement Items	
MOA	Renew Memorandum item - Illness or Injury Plan – Transition to IIP
Illness or Injury Plan – Transition IIP	Renew Memorandum item - Special Payout/Payment Schedule
and	
Special Payout/Payment Schedule	
M6 Article 12 Extended Health Care/Dental/Group Life and LTD Administrative Practices	<p>Amend Memorandum Item as follows:</p> <p><u>Private Duty Nursing</u></p> <p><u>Administrative Practices</u></p> <p>Local 79 and the City acknowledge that the following administrative practice as set out in the following letter is agreed to and shall be included in the benefit plan book.</p> <p>November 29, 2000</p> <p>Ms. Anne Dubas President CUPE Local 79</p> <p>Dear Ms. Dubas:</p> <p><u>RE: Private Duty Nursing Coverage</u></p> <p>This will confirm the City of Toronto's administration of Private Duty Nursing claims for members of CUPE Local 79.</p> <p>All private duty nursing claims established after the implementation of the new benefits carrier (August 1st and</p>

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**CITY OF TORONTO MANAGEMENT PROPOSALS
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	<p>November 1st) are subject to the terms of the Local 79 Collective Agreement. In reference to private duty nursing claims it states "Private duty nursing at home when medically necessary, to a maximum of \$25,000 per person per three (3) benefit years."</p> <p>All existing ongoing private duty nursing claims (established prior to the date of the new benefit carrier) are not subject to the above limitations. These claims are being adjudicated according to past contracts and practices. It is not our intent to apply a limitation to an existing claim that has been established and ongoing prior to the new Local 79 Collective Agreement. However, if the existing claim ends, any new claims for private duty nursing coverage will be subject to the terms of the Local 79 Collective Agreement.</p> <p>Yours truly, Celine Chiovitti Manager Benefits and Employee Services</p>
Bulletin Boards	Renew Memorandum of Agreement Item.

CITY OF TORONTO MANAGEMENT PROPOSAL
Without Prejudice and Precedent
CUPE LOCAL 79 FULL TIME COLLECTIVE AGREEMENT

The City reserves the right to add, delete, amend, or otherwise revert to the City's
December 9, 2011 Proposal at any time during the collective bargaining process

MEMORANDUM OF AGREEMENT

BETWEEN:

City of Toronto

("the City")

and

Canadian Union of Public Employees, Local 79

("the Union")

hereinafter referred to as "the parties"

RE: Reduction in Hours in Long-Term Care Homes and Services (LTCHS)

WHEREAS the parties are committed to achieving cost efficient and effective services while being accountable to taxpayers and providing optimum resident care and at the same time taking into account the financial impact of the reduction of hours on employees;

AND WHEREAS the LTCHS Division currently runs a 24/7 operation and has employees working 40 hours per week (8 hours per shift) which results in a redundant shift overlap of half ["½"] hour per shift.

NOW THEREFORE the parties have agreed to address the redundant shift overlap in LTCHS by permanently decreasing the hours of work to 37.5 hours per week (7.5 hours per shift) for the classifications set out in Paragraph #1 below, over a set period of time as follows:

1. The parties agree to reduce the hours of work from 40 hours per week (8 hours per shift) to 37.5 hours per week (7.5 hours per shift) in the following classifications in the Full-Time bargaining unit in the LTCHS Division:

Registered Nurse (RN)
Registered Practical Nurse (RPN)
Practical Care Aide (PCA)

2. As of the date of ratification of the 2012 to 2015 Full-Time Collective Agreement, any (new) employee(s) hired, demoted, reclassified, alternate rated, transferred, or promoted into one of the positions listed in paragraph one (1) above, in the Full-Time unit in the LTCHS Division, shall be placed on a 37.5 hour work week (7.5 hours per shift).
3. Appendix "A" lists the names of all employees who are currently working a forty (40) hour work week in classifications listed in paragraph 1 above. The parties agree that the list of employees in Appendix "A" was prepared based on the most recent seniority list (subject to errors or omissions).
4. Employees listed in Appendix "A" shall continue to be on a forty (40) hour work week (8 hours per shift) until the earlier of the date he/she vacates his/her position or January 7, 2014.
5. On January 8, 2014, the employees listed in Appendix "A" shall have their length of shift and pay decreased by fifteen (15) minutes to a 38.75 hour work week (7.75 hours per shift). The employees shall work a 38.75 hour work week up to and including January 6, 2015.
6. Employees listed in Appendix "A" shall continue to be on a 38.75 hour work week (7.75 hours per shift) until the earlier of the date he/she vacates his/her position or January 6, 2015.
7. On January 7, 2015, the employees listed in Appendix "A" shall have their length of shift and pay decreased by an additional fifteen (15) minutes to a 37.5 hour work week (7.5 hours per shift).
8. The employees listed in Appendix "A" shall work in the 37.5 hour work week (7.5 hours per shift) thereafter subject to operational requirements.
9. Employees listed in Appendix "A" may elect to have their 40 hour work week (8 hours per shift) and pay immediately reduced to a 37.5 hour work week (7.5 hours per shift) as of the date of ratification of the 2012 to 2015 Full-Time Collective Agreement or later.
10. On January 30, 2014, employees listed in Appendix "A", who are still in the employ of the City shall be paid a one-time lump sum payment, minus any statutory deductions and union dues, as indicated below:
 - Registered Nurse: \$500.00
 - Registered Practical Nurse: \$300.00
 - Practical Care Aide: \$250.00

11. Those clauses in the Full-Time Collective Agreement which reference a 35 hour or a 40 hour work week, and those clauses which reference a 7 hour or 8 hour day shall be amended to include a 37.5 hour work week and a 7.5 hour work day as applicable, as of the date of ratification of the 2012 to 2015 Full Time Collective Agreement.

12. The LTCHS Part-Time Collective Agreement will be reviewed and amended to reflect the 37.5 hour work week and 7.5 hours per shift classifications.

The City

The Union

SIGNED THIS _____ DAY OF MARCH, 2012 IN TORONTO, ONTARIO.

MEMORANDUM OF SETTLEMENT

BETWEEN:

CITY OF TORONTO
Hereinafter referred to as the “City”

and

CUPE LOCAL 79 –UNIT B PART-TIME
Hereinafter referred to as the “Union”

- 8.** The parties herein agree to the terms of the attached Schedule A as constituting the City's final Offer on all matters in dispute. The offer is subject to ratification by the principals of the respective parties.
- 9.** The undersigned representatives of the Union do hereby agree to present the terms of this Offer to their principals for ratification on Wednesday March 28, 2012.
- 10.** The undersigned representatives of the City do hereby agree that, if ratified by the Union, they will recommend complete acceptance of all the terms of this Offer to their respective principals for ratification.
- 11.** Consistent with paragraph 2, above, the undersigned representatives of the Union agree that they will not campaign against acceptance of the City's final offer by their principals.
- 12.** The City agrees that it will maintain the current terms and conditions of employment until 11:59 p.m. on the date of the ratification vote referred to in paragraph 2.
- 13.** The parties herein agree that if ratified the term of the Collective Agreement shall be from January 1, 2012, to December 31, 2015.

14. If ratified, the terms and conditions of the attached Offer shall become the collective agreement between the parties, effective at the beginning of the first pay period by the parties unless otherwise stated.

Dated at Toronto this 25th day of March, 2012

For the Union:

(Signed) _____
Tim Maguire

(Signed) _____
Nancy Murphy

(Signed) _____
David Kidd

(Signed) _____
Ainsworth Hamilton

(Signed) _____
Sandra Higginson

(Signed) _____
Sofia Reno

For the City:

(Signed) _____
Robert J. Reynolds

(Signed) _____
Jayne Allan

(Signed) _____
Rosanne Rinella

(Signed) _____
Dymphna Walko-Channan

(Signed) _____
Anthi Bittner

(Signed) _____
Laura Thompson

(Signed) _____
Denise Balfe

(Signed) _____
Kathleen M. Figueroa

(Signed) _____
Garth B. Knox

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**CITY OF TORONTO MANAGEMENT PROPOSAL
CUPE LOCAL 79 UNIT B PART-TIME COLLECTIVE AGREEMENT
GIVEN TO LOCAL 79 – March 25, 2012**

Article 1 DEFINITIONS	
Paid Hours/Hours Paid	Add new clause 1.04 as follows: 1.04 "Hours paid" and "paid hours" means all regular hours paid.
Article 8 – WAGES AND SALARIES	
Memorandum of Agreement – Wages and Salaries	<p>New Memorandum Of Agreement Item as follows;</p> <p>Four (4) year term with wage adjustment increases as follows:</p> <p>January 1, 2012 0% January 1, 2013 1.5% Lump Sum payment on gross regular pay; 0.5% Base increase on gross regular pay; January 1, 2014 1.75% Base increase on gross regular pay; January 1, 2015 2.25% Base increase on gross regular pay.</p> <p>The lump sum payment will be based upon an employee's base salary as at December 31, 2012 and prorated on the basis of the regular hours worked by the employee in that calendar year.</p> <p>In order to receive the lump sum payment, the employee must be in the employ of the City on January 1, 2013.</p> <p>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.</p>

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CITY OF TORONTO MANAGEMENT PROPOSAL
CUPE LOCAL 79 UNIT B PART-TIME COLLECTIVE AGREEMENT
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<p>Increments for Clerk Grade 5</p>	<p>Amend clause 8.04(a) as follows:</p> <p>8.04(a) Unless otherwise specified in the wage schedules, increments shall be effective at the beginning of the pay period following the completion of each two thousand and eighty (2,080) paid hours. Increments for employees in the classification of Clerk Grade 5 shall be effective at the beginning of the pay period following the completion of each nine hundred and ten (910) paid hours.</p>
<p>8.05 Alternate Rate</p>	<p>Amend clause 8.05 as follows:</p> <p>8.05 Subject to clause 8.06, whenever an employee is assigned to perform the regular duties of a higher rated position classification for at least a full day or shift, he/she shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of sixty-five cents (65¢) per hour, whichever is greater, but in no case shall an employee be paid in excess of the maximum rate for the higher rated classification.</p>
<p>8.09 Alternate Rate to Another City Bargaining Unit</p>	<p>Amend clause 8.09 as follows:</p> <p>8.09 An employee who, for a period of at least a full day or shift, is assigned to perform the regular duties of a higher rated position classification in another City bargaining unit, shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of sixty-five (65 ¢) per hour, whichever is greater, for the duration of the assignment, but in no case shall an employee be paid in excess of the maximum rate for the higher rated classification.</p>
<p>8.10 Increments</p>	<p>Amend clause 8.10 as follows:</p> <p>8.10 Subject to clauses 8.03, 8.04 and 8.09, where an employee is assigned to perform the regular duties of a higher-rated position in another City bargaining unit and actually works sufficient aggregate time in such higher-rated position to qualify for an increment or an</p>

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CUPE LOCAL 79 UNIT B PART-TIME COLLECTIVE AGREEMENT
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	automatic adjustment , he/she shall be granted such increment effective the beginning of the pay period nearest the date on which he/she qualifies for the increment.
Article 9 – PREMIUM PAY PROVISIONS	
Lieu Bank	<p>Amend Clause 9.03(b) (ii) as follows:</p> <p>9.03(b) (ii) An employee may request to have his/her accumulated lieu time paid out at any time during the year, paid out quarterly on the first pay period of March, June, September and/or December, provided that on each occasion the employee shall make the request in writing to his/her 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.</p>
Article 11 – VACATION PAY AND VACATION LEAVE	
Vacation Pay Bank Balance	<p>Amend Clause 11.06 (b) as follows:</p> <p>11.06(b) (i) At the beginning of each year the employee will be notified by Payroll on his/her pay stub of the dollar amount of the vacation pay bank available for use in that year.</p> <p>(ii) As paid vacation leave is taken the employee's pay stubs shall be adjusted to reflect the vacation pay bank balance remaining in that year.</p>
Article 12 - SENIORITY	
Layoff and Recall	<p>Amend clause 12.05 (b) as follows:</p> <p>12.05(b) In the event of a layoff, the most junior employee in the classification at the work location identified for layoff shall have the right to displace the most junior employee in the same</p>

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	<p>classification in the same department Division who are assigned to a location, provided the employee is qualified to perform the work. Failing such displacement, the employee shall be laid off with full rights of recall in accordance with this article.</p> <p>If and when work becomes available within twenty-four (24) calendar months from the date of his/her layoff and provided he/she possesses the necessary qualifications to perform the work, such employee shall be recalled to work in order of seniority within the same position classification within the Division.</p> <p>Any employee who refuses recall or who fails to report to work within ten (10) days of recall, shall be deemed to have terminated his/her employment with the City.</p>
Article 14 TEMPORARY FULL-TIME ASSIGNMENTS	
<p>Temporary Full Time Assignments</p>	<p>Amend Article 14 as follow:</p> <p>14.01 Where an employee is temporarily assigned to work full-time in a position covered by the Local 79 Full-Time Collective Agreement, in the same position classification, such assignment shall be for an initial period of up to three (3) continuous months. If any such assignment is required to continue for longer than the initial three (3) month period, it may be extended once for up to a further three (3) continuous months. During an initial full-time assignment and any subsequent extension as described above, the employee shall be covered by the Local 79 Unit B – Part-Time Collective Agreement.</p> <p>14.021 If the a temporary full-time assignment continues for longer than a total of six (6) continuous months of service, provided the assignment has not been interrupted by an aggregate of absences on unpaid leave and/or IIP hours in excess of five (5) days, the employee will be reassigned as a temporary employee and thereafter will be</p>

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CUPE LOCAL 79 UNIT B PART-TIME COLLECTIVE AGREEMENT
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	<p>covered by the Local 79 Full-Time Collective Agreement.</p> <p>14.032 The seniority date of an employee who is reassigned as a temporary employee in accordance with 14.02 14.01 will be determined in accordance with Article 12.01, unless the employee has, at the time of his/her reassignment, a valid seniority date which had been established under the Local 79 Full-Time Collective Agreement.</p> <p>14.043 It is understood and agreed that an employee covered by a full-time collective agreement who has been laid off in accordance with the provisions of that agreement, and who is subsequently employed under the provisions of this Collective Agreement, shall not carry his/her seniority accumulated in the Full-Time Bargaining Unit to the Unit B Part-Time Unit be treated as a new employee in all respects except that he/she and shall not lose his/her right of recall with respect to his/her full-time position. The forgoing does not apply to an employee who has been reassigned to the Full-Time Bargaining Unit under the LOI – Temporary Full-Time Assignments in this agreement.</p> <p>14.05 4 The Recording Secretary of Local 79 shall be notified in writing when an employee is initially assigned in accordance with this Article, and in the event of any extension. In addition, the Recording Secretary of Local 79 will be advised in writing in the event that an employee is reassigned as a temporary employee in accordance with clause 14.02 14.01.</p>
LOI – Trial Program – Temporary Full Time Assignments	Delete Letter of Intent - <u>Trial Program – Temporary Full Time Assignment</u>
LOI Temporary Full-Time Assignments	Delete Letter of Intent - <u>Trial Program – Temporary Full Time Assignment</u>
LOI Temporary Full-Time	Amend Letter of Intent <u>Temporary Full Time Assignments</u> as follows:

5 In addition to these proposed additions, amendments and deletions to the Collective Agreement, the City reserves the right to add, delete or otherwise amend its collective bargaining proposals at any time during the collective bargaining process. This document is subject to errors and omissions.

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CITY OF TORONTO MANAGEMENT PROPOSAL
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**Assignments Pilot Project
– Temporary Full-Time
Assignments**

**LETTER OF INTENT
TEMPORARY FULL TIME ASSIGNMENTS**

~~The parties agree this Letter of Intent shall be deemed to expire effective December 30, 20XX, subject to any agreement by the City to extend this Letter for a definite or indefinite period of time. The parties agree that this Letter of Intent will supercede Article 14.~~

1. Temporary Full-Time Assignments of Less Than Three (3) Months

When management determines that a full-time assignment is available which is not filled by a full-time temporary employee, and which is anticipated to last for more than ten (10) working days but less than three (3) months, the temporary full-time assignment shall be offered to the senior Unit B employee **provided he/she is qualified to perform the work required** in the same classification in the same location.

Children's Services Division

In the Children's Services Division, such temporary full-time assignments will be offered to the senior Unit B employee **who is qualified to perform the work**, in the same pool as the centre in which the assignment became available.

Shelters, Support and Housing Administration Division

In Hostels, such temporary full-time assignments will be offered to the senior Unit B employee **who is qualified to perform the work, in the same location in which the assignment became available. In Hostels, location is defined as the main program including satellite locations.**

If the senior Unit B employee **who is qualified to perform the work**, indicates that he/she does not wish to accept the assignment, the offer will then be made to the next most senior

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Unit B employee who is **qualified to perform the work**, in the same classification, in the same location, in which the assignment has become available, ~~and so on~~ in order of seniority **provided he/she is qualified to perform the work**, until the assignment is filled.

2. Temporary Full-Time Assignments of Three (3) Months or More

When management determines that a full time assignment is available which is not filled by a full time temporary employee, and which is anticipated to last for three (3) months or more but less than twelve (12) months, the temporary full time assignment shall be offered to the senior Unit B employee **who is qualified to perform the work required**, in the same classification in the same division.

Children's Services Division

Provided it is operationally feasible, school age Early Childhood Educators Grade 2's who are assigned to centres will be considered to be eligible for temporary full-time assignments anticipated to last for three (3) months or more but less than twelve (12) months, as though they were part of the ECE pool relating to their centre, ~~although they are not technically "pool" employees.~~

Shelters, Support and Housing Administration Division

In Hostels, such temporary full-time assignments will be offered to the senior Unit B employee **who is qualified to perform the work, in the same location in which the assignment became available. In Hostels, location is defined as the main program including satellite locations.**

If the senior Unit B employee indicates that he/she does not wish to accept the assignment, the offer will then be made to the next most senior Unit B employee **who is qualified to perform the work required**, in the same classification, in the division, in which the assignment has become available, in order of seniority until the assignment is filled.

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3. Employees may refuse a temporary full time assignment and still be considered for a subsequent assignment if such becomes available.

Children's Services Division

In Children Services, under 1 and 2 above, provided it is operationally feasible, Management will offer the type of assignment (infants, toddlers, pre-school/kindergarten or school age) based on the employee(s)' qualifications and who have previously expressed the specific age group preference(s)/exclusion(s).

4. It is understood that assignments may arise on short notice. The City will make reasonable efforts to notify employee(s) of such temporary full time assignments as far in advance as possible.
5. It is understood that assignments may not last as long as was originally expected, and that an assignment may be extended if required. An employee shall have the right to refuse an extension if such extension is two (2) days or less and would preclude the employee from being offered a subsequent temporary assignment. In either case, the City will attempt to notify the affected employee(s) as soon as possible.
6. Once an assignment has been offered and accepted, the employee will remain on that assignment even if a subsequent temporary assignment becomes available. Subject to paragraph 5, this shall not affect an employee's right to be offered a subsequent temporary full time assignment, provided that the commencement of that assignment does not conflict with the assignment that the employee is currently filling. This also shall not affect an employee's right to apply for an opportunity under article 15 of the Full Time Collective Agreement.
7. Local 79 shall be notified in writing when an employee is initially assigned to a temporary full time assignment for three (3) months or more in accordance with this Letter of Intent. Such initial notice shall include the employee's name, employee number, the classification of the employee and the expected duration of the assignment. **If the assignment has been**

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~~created to backfill a full time employee, the City shall provide Local 79 with the name of the employee being backfilled and the expected duration of the assignment, in additional Local 79 will be advised in writing in the event that an employee is reassigned as a temporary employee in accordance with paragraph 8.~~

~~8. If the assignment continues for longer than a total of six (6) continuous months, the employee will be reassigned as a temporary employee and thereafter will be covered by the Local 79 Full Time Collective Agreement.~~

9. When an employee covered by the Unit B Part- Time Collective Agreement is appointed or promoted to a temporary assignment under Article 15 of the Full Time Collective Agreement, or reassigned in accordance with, ~~paragraph 8~~ **clause 14.01 of this Letter of Intent**, he/she shall be covered by the Full Time Collective Agreement.

10. Upon completion of the temporary assignment, and any extension thereof, **an employee who was previously covered by Unit B**, will be given the option of remaining covered by the Full Time Collective Agreement or of returning back to the Unit B Part- Time Collective Agreement. Local 79 shall be notified in writing of the employee's election.

11. A temporary employee who elects to remain covered by the Full Time Collective Agreement will be treated in accordance with Article 35.

12. A temporary employee who elects to return to the Unit B Part-Time Collective Agreement will carry back his/her accumulated seniority and service in accordance with Article 20 of the Full Time Collective Agreement. Such employee will be returned to his/her former classification in the Unit B Part- Time Collective Agreement and be eligible for work as per Article 27, if such work is available.

13. It is understood and agreed that an employee covered by the Full Time Collective Agreement

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	<p>who is not covered by paragraph 9 of this Letter of Intent, and who has been laid off in accordance with the provisions of that the Full Time agreement, and who is subsequently employed under the provisions of this Collective Agreement, shall lose his/her seniority but shall not lose his/her service or right of recall with respect to his/her full time position.</p> <p>14. Nothing in the foregoing shall limit management's right to determine whether a position will be filled or create an obligation to assign any full time work to a Unit B employee instead of electing to have a temporary employee perform some or all of it.</p> <p>15. Any disputes that may arise will first be referred to the Director of Employee and Labour Relations and the President of Local 79 who will discuss and attempt to resolve concerns, prior to the filing of a grievance by either party which shall be filed at Step 3.</p>
Article 15 – STEWARDS	
Stewards	<p>Amend Clause 15.01 as follows:</p> <p>15.01 Local 79 will supply the City with a list of all its Stewards and Officers as soon as they are appointed and thereafter will notify the City of any change in such list. In the event that a Steward or Officer is permanently transferred by the City from the work area that he/she would normally represent, the City will notify Local 79 as soon as practicable. It is understood and agreed that stewards under the Full-Time Agreement, the Long Term Care Homes and Services Part-Time Agreement, and the Recreation Workers Agreement, are interchangeable with stewards under this Agreement.</p>
Article 16 – GRIEVANCE PROCEDURE	
Expedited Arbitration	<p>Amend clause 16.28(b)(i) as follows:</p> <p>16.28(b) (i) The grievance shall be placed before one (1) of the following arbitrators:</p>

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	<p style="text-align: center;">Janice Johnston Robert Herman David Starkman Maureen Saltman</p>	<p style="text-align: center;">Marilyn Nairn Paula Knopf Christopher Albertyn</p>
<p>LOI Grievance and Arbitration Provisions</p>	<p style="text-align: center;">Amend Letter of Intent – <u>Grievance and Arbitration Provisions</u> as follows:</p> <p style="text-align: center;">LETTER OF INTENT <u>GRIEVANCE AND ARBITRATION PROVISIONS</u></p> <p>The parties agree that the President of Local 79 and the Director of Employee and Labour Relations shall meet during the term of this Collective Agreement for the purpose of reviewing the grievance and arbitration provisions as set out in the Collective Agreement.</p> <p>This review will include but will not be limited to the adequacy of the time limits as set out therein and any other matters of mutual concern that may arise within the context of the grievance and arbitration process.</p> <p>Meetings will be held on a quarterly basis or at such other times as may be requested by at the request of either party.</p>	
<p>LOI Investigation Protocol</p>	<p style="text-align: center;">Amend Letter of Intent – <u>Investigation Protocol</u> as follows:</p> <p style="text-align: center;">LETTER OF INTENT <u>INVESTIGATION PROTOCOL</u></p> <p>The parties agree to implement the following Protocol within thirty (30) days of ratification of the Collective Agreement;</p>	

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	<p>The parties further agree to meet to develop and implement a joint training program for up to twenty (20) Local 79 members as determined by Local 79, and management personnel.</p> <p>The Protocol will continue for one (1) calendar year from the date of implementation. At the end of the one (1) year the parties agree to meet and discuss the continuation or the termination of the Protocol.</p> <p>Should there be agreement amongst the parties to continue to utilize the protocol, the parties agree to meet to develop and implement a joint training program.</p> <p>Any disputes arising out of the Protocol will be referred to the President of Local 79 and the Director of Employee and Labour Relations who will discuss and attempt to resolve the issues. Should the parties be unable to find resolution the Protocol may be terminated by mutual agreement.</p> <p>6. Where the City conducts an investigation which may result in the discipline of a Local 79 employee(s), the employee(s) who is the subject of the investigation will be informed of the nature of the meeting and their right to Local 79 representation. The City shall inform the Chief Steward or designate of Local 79 about the pending investigation meeting and the nature of the meeting.</p> <p>7. Where practical, the employee will receive twenty-four (24) hours notice of the investigation meeting.</p> <p>8. At the meeting, the City will disclose the nature of the investigation including the nature of any complaints received.</p> <p>9. At the meeting, the employee and the Local 79 steward or representative will be informed if the City has contacted or intends to contact the police, children's aid societies or a professional regulatory body regarding the matters under investigation.</p>
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	<p>10. Once the investigation is completed, Once the investigation is completed, the employee will be informed of the outcome of the investigation in a timely manner.</p>
<p>Article 17 – LEAVE OF ABSENCE</p>	
<p>Leave of Absence for Chief Steward and Unit Officers</p>	<p>Amend clause 17.18 as follows:</p> <p><u>Leave of Absence for Chief Steward and Unit Officers</u></p> <p>17.20(a) Upon request from Local 79, the City shall provide a full-time leave of absence with full pay and benefits for the Chief Steward and three (3) Unit Officers of Local 79. In addition the three (3) Unit Officers representing the Long Term Care Homes and Services Part- Time, Unit B Part-Time and Recreation Workers Part-Time, or alternates as designated by Local 79 will be granted leaves of absence of two (2) days per week without loss of pay or benefits. The leave of absence for the Chief Steward and Unit Officers shall result in no loss of seniority. The City shall pay the wages, vacation, and benefits of the Chief Steward and Unit Officers and shall invoice Local 79. Local 79 shall remit, forthwith, full reimbursement for the Chief Steward and Unit Officers' wages, vacation, and benefits to the City.</p> <p>17.20(b) At least two (2) weeks prior to the commencement of the leave of absence, Local 79 shall provide the City with a written request for the leave. The leave may not commence until the City confirms, in writing, its approval for the leave however, the commencement of the leave will not be delayed due to operational requirements for a period greater than four (4) calendar weeks from the date of the request.</p> <p>17.20(c) The paid-leave is for the purpose of resolving grievances, problem solving and working with management to further the union/management relationship in the workplace and any other duties the parties may mutually agree to.</p>

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17.20(d) During such paid leave, the Chief Steward and Unit Officers shall:

- i. be authorized to make decisions on behalf of Local 79 related to dispute and
- ii. grievance resolution, subject to final disposition by the Local 79 Grievance Committee;
- iii. be available on a day-to-day basis to meet with and discuss issues, concerns, grievance resolution and any other matter with the City as needed; and
- iv. **both parties are committed to promoting an environment based on mutual respect and professionalism in all dealings.**
- v. ~~promote an environment based on mutual respect and professionalism in all dealings.~~

17.20(e) ~~The Chief Steward and Unit Officers shall provide, on a bi-weekly basis to the Director, Employee and Labour Relations, a log outlining:~~

- ~~(ii) meetings they attended;~~
- ~~(iii) dates and times of the meetings;~~
- ~~(iv) purpose of the meetings;~~
- ~~(v) City representatives they met with;~~
- ~~(vi) time not spent in meetings shall also be recorded in the log and will~~
- ~~(vii) include information describing how the time was spent; and~~
- ~~(viii) absences due to illness, vacation, etc.~~

17.20(f) ~~Information in the log will be used by the City to ensure that accountability for the paid leave can be verified.~~

17.20(g) ~~In the event the Chief Steward or Unit Officers are absent due to illness, vacation or any other reason they shall be required to notify the designated person from the Local, who shall~~

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	<p style="text-align: center;">in turn contact the Director, Employee and Labour Relations for record keeping purposes.</p> <p>17.20(h) Should any difficulties or concerns arise with respect to the granting or continuation of these leaves, the President of Local 79 and the Director, Employee and Labour Relations shall meet to resolve the matter. Should circumstances arise where either party wishes to terminate the leave and mutual agreement cannot be achieved, the dispute may be referred to mediation/arbitration.</p>
<p>Childcare & Eldercare Leave</p>	<p>Add a new clause 17.XX as follows:</p> <p><u>Childcare & Eldercare Leave</u></p> <p>17.XX Employees will be eligible to access the City's Childcare and Eldercare Leave policy as it may be amended from time to time.</p>
<p>Article 27 SCHEDULING</p>	
<p>Scheduling</p>	<p>Amend Article 27 as follows:</p> <p>27.01 The City acknowledges that Local 79 has an understandable concern with respect to the role of seniority in scheduling within any identified work and/or program unit within a work location within the Division involved. Accordingly, the City agrees that in establishing work schedules and in offering call in work in the identified work and/or program unit within the Division, it shall give due consideration to:</p> <p style="padding-left: 40px;">a) the seniority ranking of employees within the applicable job classifications; b) the requirements and efficiency of the operations; and c) employee availability.</p> <p>27.02 Employees shall provide current and substantial availability as operationally determined by the Division. Failure for the employee to be available on an ongoing and regular basis in accordance with their current and stated availability shall</p>

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	<p style="text-align: center;">affect future shift scheduling.</p> <p>27.02 Should Local 79 have any concerns arising out of the scheduling of work as set out above, the Director of Employee and Labour Relations shall meet with the President of the Local or designate and/or a committee designated by the President for the purpose of resolving those concerns.</p> <p>27.04 The Director of Employee and Labour Relations shall, in conjunction with the President of Local 79 or designate and/or a committee designated by the President, develop a process that will provide Local 79 with reasonable access to the records of the City that pertain to the allocation of work within this bargaining unit, to the extent that it is lawful to do so.</p> <p>27.05 The parties shall within 90 days of the issuance of the final award dated November 5, 2002 form a joint committee for the purpose of developing appropriate scheduling arrangements that are consistent with the operational needs of the City, in any division(s) in which Unit B members are employed. The City shall provide Local 79 with a copy of all current scheduling policies in advance of the first meeting of the joint committee.</p> <p>27.03 The parties agree to make every effort to resolve any concerns that may arise out of the scheduling of work within the thirty (30) day period following the date on which the matter was first brought to the attention of either party. both parties. Disputes that are not resolved, may be the subject of a grievance filed at Step 3.</p> <p>27.06 4(a) Where a work schedule is produced in connection with any identified work and/or program unit within a work location within a division, the City shall make reasonable efforts to post such work schedules at least two (2) weeks in advance.</p> <p>27.06 4(b) It is understood and agreed that such schedules are subject to change as required by</p>
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	<p>operational needs. Wherever possible, the City will make reasonable efforts to provide employees with at least forty-eight (48) hours' notice of a change in their hours of work. The City shall inform the employee of such change.</p> <p><u>Exchange of Shift</u> 27.075 With prior authorization, employees shall be permitted to switch shifts of equal time.</p>
LOI Early Childhood Educators Grade II (ECE) Pool Scheduling Children's Services Division	<p>Delete Letter of Intent - <u>Early Childhood Educators Grade II (ECE) Pool Scheduling Children's Services Division</u></p> <p>See attached Memorandum of Agreement Item</p>
LOI Early Childhood Educators Grade II Pool Scheduling Children's Services Division	<p>Delete Letter of Intent - <u>Early Childhood Educators Grade II (ECE) Pool Scheduling Children's Services Division (Page 48)</u></p>
LOI Child Care Aide (CCA) Site Specific Scheduling Children's Services Division	<p>Delete Letter of Intent – <u>Child Care Aide (CCA) Site Specific Scheduling Children's Services Division</u></p> <p>See attached Memorandum of Agreement Item</p>
LOI Maximization of Hours for Child Care Aides in Children's Services Division	<p>Delete Letter of Intent – <u>Maximization of Hours for Child Care Aides in Children's Services Division</u></p>
LOI Scheduling – Hostel Services	<p>Delete Letter of Intent. - <u>Hostel Services</u></p>

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<p>LOI Scheduling for Cleaners in the Facilities and Real Estate Division</p>	<p>Delete Letter of Intent - <u>Scheduling for Cleaners in the Facilities and Real Estate Division</u></p>
<p>Article 28 – HEALTH AND SAFETY</p>	
<p>Emergency Preparedness & Emergency Response</p>	<p>Delete Letter of Intent – <u>Emergency Preparedness & Emergency Response</u></p> <p>Add new clause 28.06 as follows:</p> <p>28.06 The parties agree to meet and discuss the role of Local 79 and employees in emergency preparedness and response, including situations where an emergency may be declared pursuant to the <u>Emergency Management and Civil Protection Act</u>, 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.</p>
<p>Article 29 – LUNCH AND REST PERIODS</p>	
<p>LOI Lunch and Rest Periods</p>	<p>Delete Letter of Intent – <u>Lunch and Rest Periods</u></p>
<p>Article 30 NOTICE OF CONTRACTING OUT</p>	
<p>Notice of Contracting Out</p>	<p>Amend clause 30.01 as follows:</p> <p>30.01 (a) Where practicable, the City shall provide eighty (80) calendar days written notice to Local 79 prior to contracting out any work that is currently performed by Local 79 employees.</p>

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	<p>(b) The written notice shall contain an invitation from the Division to meet, within ten (10) working days, for the purpose of discussing the proposed contracting out.</p> <p>(c) Upon request, the Division shall provide the following information to Local 79:</p> <ul style="list-style-type: none"> (iv) Cost information pertaining to the proposed contracting out of work, (v) The reasons that have led to the decision to recommend the contracting out of work, and (vi) Any other information that the City determines is relevant to the proposed contracting out of work. <p>(d) Within the eighty (80) calendar days notice period referred to in Clause 30.01(a), above, Local 79 may make any representations it wishes to the Division involved and, where Council approval is being sought, to the appropriate Committee of Council.</p>
<p>LOI Contracting Out, Employment Security and Continuous Improvement</p>	<p>Delete Letter of Intent - <u>Contracting Out, Employment Security and Continuous Improvement</u></p>
<p>LOI Contracting In Review Committee</p>	<p>Delete Letter of Intent – <u>Contracting in Review Committee</u></p>
<p>Article 31 TRANSPORTATION</p>	
<p>Mileage</p>	<p>Amend clause 31.01 as follows:</p> <p>31.01 Whenever an employee is required and/or authorized to use his automobile on the business of the City, the City shall pay to such employee, fifty-two cents (52¢) or the lesser of the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income</p>

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	<p>Tax Regulations, C.R.C., c.945 per kilometre actually travelled in the course of transacting the business of the City up to 5,000 kilometres annually, and forty-six (46¢) per kilometre thereafter. The mileage allowance paid for kilometres in excess of 5,000 per year shall be set annually as the reasonable rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 to ensure that the expense reimbursed is non-taxable income to the employee.</p>
Article 32 TERM OF AGREEMENT AND NOTICE TO BARGAIN	
Term	<p>Amend clause 32.01 as follows:</p> <p>32.01 This agreement shall remain in force from the 1st day of January, 2012 until and including the 31st day of December 2015 and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement.</p>
Article 34 EXTENDED HEALTH CARE/DENTAL/GROUP LIFE INSURANCE	
Article 34	<p>Amend Article 34 as follows:</p> <p><u>Extended Health Care and Dental Benefit</u></p> <p>The City shall provide employees with access to an Employee Benefit Plan as follows:</p> <p>34.01 (a) The following plans that are available as described in the full-time agreement and as amended below, shall be available to employees who have completed one thousand and forty (1,040) paid hours, with the Employer paying a pro-rata portion of the premiums.</p> <p>The following provisions from the Full-Time Offer apply to the Unit B – Part Time:</p>

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Extended Health Care and Dental Benefit:

12.02(a)(ii) 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:

(B) Reimbursement for drugs shall be subject to a dispensing fee cap of \$9.00 per prescription

vii) Up to ~~four hundred and seventy-five dollars (\$475)~~ **four hundred and fifty 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.

Benefit plan members may borrow their eyeglass entitlement from the next benefit period in order to apply such amount towards 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.

(G) (iv) 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) 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**

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	<p style="text-align: center;">Medicine Act, 1991, in order to be eligible for reimbursement.</p> <p>Note: For clarity, the City will apply clause 12.02(a)(iv) of the Collective Agreement on the basis that the doubling up of the paramedical benefits pursuant to the clause permits employees to elect to receive a maximum of eight hundred dollars (\$800) for any one (1) paramedical service and four hundred dollars (\$400) for four (4) of the five (5) remaining paramedical services for a maximum benefit of two thousand and four hundred dollars (\$2,400) 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.</p> <p><u>Dental Benefits</u></p> <p>12.03 The City will provide for all employees by contract through an insurer selected by the City a Dental Plan which will provide dental benefits. The City shall pay one hundred per cent (100%) of the premiums.</p> <p style="padding-left: 40px;"><u>Eligible Expenses</u> (Current One year lag ODA fee guide for general practitioners; other expenses to reasonable and customary charge; benefit year – January 1 – December 31)</p>
<p>Proration of premiums</p>	<p>Amend 34.01(c) as follows:</p> <p>34.01(c) For the purpose of Article 34 only, 'hours worked' shall include time off while in receipt of a Workplace Safety and Insurance Award in accordance with Article 25 or Vacation in accordance with Article 11, but shall exclude overtime.</p>
<p>LOI Administrative and Underwriting Services for Employee Benefits</p>	<p>Delete Letter of Intent - <u>Administrative and Underwriting Services for Employee Benefits</u></p>

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LOI Use of Employment Insurance Benefits.	Add a new Letter of Intent – <u>Use of Employment Insurance Benefit</u> as follows: The Union agrees to use the EI rebate to offset the cost of benefits.
Article 37 PENSIONS AND RETIREMENT	
LOI Pensions for Less than Full Time Union Leaves	Amend Letter of Intent – <u>Pensions for Less than Full-Time Union Leaves</u> as follows: The parties agree to meet during the term of this agreement to consider and develop a process including consideration of the appropriate rates of pay whereby a part-time employee booked off on a leave of absence without pay for Union Business shall be considered to be in attendance at work for pension purposes. When developing this process the parties shall comply with the <u>Ontario Municipal Employees Retirement System Act</u> , R.S.O 1990, as amended and the <u>Pensions Benefit Act</u> , R.S.O. 1990, as amended. If a process is developed, it is agreed that all pension contributions shall be borne by Local 79 .
LOI Pensions	Delete Letter of Intent – <u>Pensions</u>
LOI Buy-Back of Optional Pensionable Service	Delete Letter of Intent – <u>Buy-Back of Optional Pensionable Service</u>
LOI Pension Education	Delete Letter of Intent – <u>Pension Education</u>
LOI Pension Coverage	Delete Letter of Intent – <u>Pension Coverage</u>
Article 44 ILLNESS OR INJURY PLAN	

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Eligibility	<p>Amend clause 44.02 as follows::</p> <p>44.02 An employee shall become eligible to receive IIP hours for absence due to illness or injury commencing the first work day following the completion of his/her probationary period, subject to 44. XX. New (Occurrences)</p>						
Occurrences	<p>Add a new clause 44.XX as follows:</p> <p>44.XX For the first (1st), second (2nd), and third (3rd) occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive IIP Hours commencing on the first day of absence. For the fourth (4th) and any subsequent occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive IIP hours on the second day (2nd) day of absence. All payments will be made based on the percentages outlined in clauses 44.05 and 44.06, as applicable.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">OCCURRENCE PER CALENDAR YEAR</th> <th style="padding: 5px;">EMPLOYEE IS ELIGIBLE TO RECEIVE IIP HOURS FROM:</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">First (1st), Second (2nd) and Third (3rd) Occurrence</td> <td style="padding: 5px;">First (1st) Day of Absence</td> </tr> <tr> <td style="padding: 5px;">Fourth (4th) and Subsequent Occurrences</td> <td style="padding: 5px;">Second (2nd) Day of Absence</td> </tr> </tbody> </table> <p style="text-align: center; margin-top: 10px;">In the event the employee is hospitalized as an in-patient, it shall not count as an occurrence and the employee will be paid from the first day of absence.</p>	OCCURRENCE PER CALENDAR YEAR	EMPLOYEE IS ELIGIBLE TO RECEIVE IIP HOURS FROM:	First (1 st), Second (2 nd) and Third (3 rd) Occurrence	First (1 st) Day of Absence	Fourth (4 th) and Subsequent Occurrences	Second (2 nd) Day of Absence
OCCURRENCE PER CALENDAR YEAR	EMPLOYEE IS ELIGIBLE TO RECEIVE IIP HOURS FROM:						
First (1 st), Second (2 nd) and Third (3 rd) Occurrence	First (1 st) Day of Absence						
Fourth (4 th) and Subsequent Occurrences	Second (2 nd) Day of Absence						

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NEW – IIP and Illness Leave Qualifying List	<p>Add a new Letter of Intent – <u>IIP and Illness Leave Qualifying List</u> as follows:</p> <p style="text-align: center;">The City agrees to provide to Local 79 on an annual basis, as close as possible to January 1 of each year, a list of employees who have qualified for IIP and a list of employees who have qualified for Illness Leave for that year . Such IIP lists shall include the proration of IIP hours per calendar year available to each employee.</p>
Article 49 – TECHNOLOGICAL CHANGE	
Technological Change	<p>Amend clause 49.02 as follows:</p> <p>49.02 In the event that the City introduces technological change the following process shall apply:</p> <p style="margin-left: 40px;">(b) The Division Head initiating the technological change will provide Local 79 with no less than ninety (90) forty-five (45) calendar days notice that technological change is to be introduced. It is understood that there may be circumstances that prevent compliance within the timeframe contained in above, specifically, provincial legislation, regulation, policy or funding-related requirements.</p>
LETTERS OF INTENT	
LOI Domestic Violence	Delete Letter of Intent – <u>Domestic Violence</u>
LOI – Merger	Delete Letter of Intent - <u>Merger</u>
Letter of Intent – Movement between Bargaining Units	Delete Letter of Intent- <u>Movement between Bargaining Units</u>

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Letter of Intent – Working Concurrently in Two or More Local 79 Part- Time Bargaining Units	Delete Letter of Intent - <u>Working Concurrently in Two or More Local 79 Part-Time Bargaining Units</u>
LOI Joint City-Local 79 Committees	Delete Letter of Intent - <u>Joint City-Local 79 Committees</u>
LOI Special Amalgamation and Restructuring Committee	Delete Letter of Intent - <u>Special Amalgamation and Restructuring Committee</u>
LOI Employee Assistance Program	Delete Letter of Intent – <u>Employee Assistance Program</u>
LOI Alternative Shift Arrangements	Delete Letter of Intent – <u>Alternative Shift Arrangements</u>
LOI Special Needs Support	Delete Letter of Intent – <u>Special Needs Support</u>
LOI Changes to the City’s Administrative Structure	Delete Letter of Intent - <u>Changes to the City’s Administrative Structure</u>
LOI Space For Wage Harmonization and Job Evaluation	Delete Letter of Intent - <u>Space For Wage Harmonization and Job Evaluation</u>
NEW LOI Video Security Surveillance/Global Positioning Systems(GPS)	Add new Letter of Intent - <u>Video Security Surveillance/Global Positioning Systems(GPS) and Automated Vehicle Location Systems (AVL)</u> as follows: The City will notify the Union when video security systems and GPS/AVL systems are used in

26 In addition to these proposed additions, amendments and deletions to the Collective Agreement, the City reserves the right to add, delete or otherwise amend its collective bargaining proposals at any time during the collective bargaining process. This document is subject to errors and omissions.

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<p>and Automated Vehicle Location Systems (AVL)</p>	<p>the work locations or fleets of vehicles where Local 79 employees regularly work.</p> <p>Uses for video security systems include the protection and safety of employees, members of the public, customers and City assets and property. GPS/AVL systems have been utilized to evaluate routing capabilities, to respond to anomalies on routes, improve customer service and improve health and safety.</p>
<p>Ambulance Appendix A Toronto Emergency Medical Services (Ambulance) Division</p>	<p>Amend Appendix A as follows:</p> <p><u>12 Hour Shift</u></p> <p>Employees in the Toronto Emergency Medical Services Division who are regularly employed on the twelve (12) hour shift schedule arrangement that was agreed upon by Local 79 and the former Municipality of Metropolitan Toronto on September 21, 1978, and as subsequently modified by the parties, are governed by the terms and conditions set out in the current Collective Agreement with the following exceptions:</p> <p>A normal working shift shall be defined as comprising twelve (12) consecutive hours of work. The normal work week shall be based on an employee not being required to work in excess of two hundred and forty (240) hours during a six (6) week cycle.</p> <p>The overtime rate of time and one-half (1 ½) the regular rate shall be paid to an employee for all hours worked in excess of his/her scheduled twelve (12) hours for such shift and for all hours worked on any day other than a scheduled working day.</p> <p>Payment for designated holiday and the payment and calculation of vacations, illness leave or IIP Hours and the Workplace Safety and Insurance Benefit shall be based on the twelve (12) hour working day (i.e. three (3) weeks vacation is equivalent to one hundred and twenty (120) hours).</p> <p>This shift schedule may be terminated by either party giving the other thirty (30) days notice.</p>

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	<p><u>Critical Call</u></p> <p>Following a difficult or critical call (as defined by the Dispatcher) a minimum one (1) hour of out-of-service time will be guaranteed following completion of the call.</p> <p>For each stress claim, employees will complete the appropriate WSIB documentation if the difficult or critical call necessitates health care intervention.</p>
<p>(M 2) MOA Process for the Identification of Employee And/Or Positions Appropriate Placement into the Full-Time Agreement</p>	<p>Renew the Memorandum of Agreement Item - <u>Process for the Identification of Employee And/Or Positions Appropriate Placement into the Full-Time Agreement</u></p>
<p>(M6) MOA – Seniority</p>	<p>Renew Memorandum of Agreement Item– <u>Confirmation of Employee's Seniority Date</u></p>
<p>(M9) MOA - Bulletin Boards</p>	<p>Renew Memorandum of Agreement Item – <u>Bulletin Boards</u></p>
<p>(M11) MOA – Article 12 Extended Health Care/Dental/Group Life and Long Term Disability Insurance</p>	<p>Renew Memorandum of Agreement Item - <u>Article 12 Extended Health Care/Dental/Group Life and Long Term Disability Insurance</u></p>
<p>NEW Heavy and/or Light Duty Cleaners in Facilities Management Services</p>	<p>Add a new Memorandum of Agreement Item – <u>Heavy and/or Light Duty Cleaners Facilities Management Division</u> as follows:</p> <p>Employees in the classification of Heavy and/or Light Duty Cleaners in the Facilities Management Division and Real Estate Division who receive Notice of Layoff on or before</p> <p>December 31, 2012, shall be able to displace the most junior employee in the same</p>

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	<p>classifications within these two (2) specified Divisions.</p> <p>This Memorandum of Agreement Item shall not form part of the Collective Agreement and will expire on December 31, 2012.</p>
	<p>Delete clause 8.02 as follows:</p> <p>8.02 — Those employees hired on or before September 25, 1997, within the Early Childhood Educator Grade 2 classification who are being paid at an Early Childhood Educator Grade 2 rate which is in excess of the Step 4 rate of pay as set out in Schedule 1 and who elect to participate in those benefits plans as set out in Article 34 (Employee Benefit Plans) shall, upon the commencement of payroll deductions in respect of said benefits participation, be thereafter paid at Step 4 of the rate of pay as set out in Schedule 1.</p>
	<p>The City agrees to delete the classification 'Clerk Grade 5' from Schedule 1.</p>

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CITY OF TORONTO MANAGEMENT PROPOSAL
CUPE LOCAL 79 UNIT B PART-TIME COLLECTIVE AGREEMENT
GIVEN TO LOCAL 79 MARCH 25, 2012

MEMORANDUM OF AGREEMENT

BETWEEN:

City of Toronto

("the City")

and

Canadian Union of Public Employees, Local 79

("the Union")

hereinafter referred to as "the parties"

**RE: EARLY CHILDHOOD EDUCATOR GRADE II (ECE II) POOL SCHEDULING
CHILDREN'S SERVICES DIVISION**

The following **Pool Scheduling for Early Childhood Educators Grade II (ECE II)** schedule shall remain in effect until such time as the City determines it is operationally desirable to amend and/or discontinue it.

The City will provide Local 79 with thirty (30) days notice prior to amending and/or deleting this schedule. Within five (5) days of the date on which the City provides the Union with notice, the Union may request a meeting with the City in order to discuss any issues arising out of any such change.

This Memorandum shall not form part of the Collective Agreement and shall terminate on December 31, 2013.

Following the termination of this Memorandum, changes to the Early Childhood Educator Grade II (ECE II) Pool Schedule will be implemented in accordance with Article 27 of the CUPE Local 79, Unit B Part Time Collective Agreement.

**EARLY CHILDHOOD EDUCATOR GRADE II (ECE II) POOL SCHEDULING
CHILDREN'S SERVICES DIVISION**

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

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

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2. Employees may change their availability by submitting an amended availability form to the Staffing Supervisor or designate. A minimum of one week's written notice of any change in availability is necessary and must be submitted before the schedule for the following week is prepared. Longer notice would be preferable.
3. The seniority of the employees will be determined in accordance with Clause 12.03 (as updated three times annually on or about January 1, May 1, and September 1).
4. Respecting the part-time nature of Unit B, it is understood that no employee can work more than the equivalent of eight (8) days/fifty six (56) hours per pay period.
5. When the Staffing Supervisor or designate is unable to contact an ECE II to offer work, the work will then be offered to the next most senior employee. The Staffing Supervisor or designate shall wait a reasonable amount of time for the employee to acknowledge acceptance of the work.
6. It is agreed that once an assignment has been offered and accepted, the employee will remain on that assignment, even if another assignment later becomes available, it being understood that "assignment" herein does not include Full-time Temporary Assignments under Article 14.
7. It is understood that an assignment may not last as long as was originally expected (for example, if an absent employee returns to work earlier than anticipated).
8. Work will be assigned in each pool by seniority in two different streams ("Known Available Work" and "Call-In Work"), beginning with known available work.

9. Definitions:

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

"Known Available Work" can be for a partial day (less than seven (7) hours) to five (5) days (thirty five (35) hours) and the nature of the work is that it is known in advance. Employee(s) shall have the right to decline assignments offered which include one (1) or more shifts that are less than a full shift (i.e., seven (7) hours) and retain his/her right to be offered the next largest assignment of known work.

"Call-in Work" is work that is not known to be available by 6:00 p.m. on a Thursday for the following week. "Call-in Work" can be for a partial day (less than seven (7) hours) to five (5) days (thirty five (35) hours) and the nature of the work is that it is without notice.

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

- (a) When the Staffing Supervisor or designate receives notice prior to 6:00 p.m. on Thursday of the work which will be available in the following week (Week 1), as early as feasible on Friday, he/she will offer the most senior ECE II in the pool the largest assignment which is consistent with his/her availability, up to a maximum of thirty five (35) hours for Week 1. For this purpose, assignments at the same site may be combined in one offer (consecutive days or not). Assignments at different sites within the pool that do not overlap (e.g. Monday – Tuesday at one site and Thursday at another site) may also be combined in one offer. This could include assignments that are for different age groups or replacing different absent staff.

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- (b) The Staffing Supervisor or designate will offer the next largest assignment to the next most senior ECE II consistent with his/her availability, up to a maximum of thirty five (35) hours for Week 1, and so on until the known available work for Week 1 has been offered to members of the pool in order of seniority, consistent with their availability.
- (c) If a senior ECE II's availability does not allow him/her to be offered the largest assignment available at that time, and that assignment is therefore offered to the next most senior employee, the more senior "skipped" ECE II will be offered the next largest assignment consistent with his/her availability, if one is available, before it is offered to another employee.

Call-In Work (During Week 1)

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

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

- (g) When the Staffing Supervisor or designate receives notice, prior to 6:00 p.m. on Thursday, of the work which will be available in the following week (Week 2), as early as feasible on Friday, beginning with the first ECE II in the pool who was not assigned known available work in the preceding week (Week 1), he/she will offer that ECE II the largest assignment which is consistent with his/her availability to the maximum hours of work for the pay period (as per number 4 above). For this purpose, assignments at the same site may be combined in one offer (consecutive or not). Assignments at different sites within the pool that do not overlap (e.g. Monday – Tuesday at one site and Thursday at another site) may also be combined in one offer. This could include assignments that are for different age groups or replacing different absent staff.
- (h) The Staffing Supervisor or designate will offer the next largest assignment to the next most senior ECE II consistent with his/her availability, to the maximum hours of work for the pay period (as per number 4 above), and so on until the known available work for Week 2 has been offered to members of the pool in order of seniority, consistent with their availability.
- (i) If a senior ECE II's availability does not allow him/her to be offered the largest assignment available at that time, and that assignment is therefore offered to the next most senior employee, the more senior "skipped" ECE II will be offered the next largest assignment

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consistent with his/her availability to the maximum hours of work for the pay period (as per number 4 above), if one is available, before it is offered to another employee.

Call-In Work (During Week 2)

- (j) Once all the known available work for Week 2 has been offered in accordance with the foregoing procedure, the second stream of assignments (call-in work which occurs during Week 2) will be offered in order of seniority, beginning with the most senior employee next in line after the first stream was complete.
 - (k) As Week 2 actually unfolds (including assignments which are communicated to the Staffing Supervisor or designate on Friday of Week 1), call-in work would go to the most senior person in order on the list:
 - who is available for the assignment and
 - has not been scheduled for any work in that week
 - has not exceeded the maximum hours of work for the pay period (as per number 4 above).
 - (l) If additional work is still available after the remaining members of the pool have been contacted, it may be offered to employees who have already been assigned work, provided that they are available for the additional work and have not exceeded the maximum hours of work for the pay period (as per number 4 above).
11. The foregoing pattern will continue on a rotating basis, ensuring that employees have access by seniority to both known available work and call-in work, until the list has been exhausted or for a period of up to four (4) weeks, whichever comes first, at which time the schedule will commence again at Week 1 beginning with the most senior employee. The sequence of work offers for both known and call in work by pool will be prepared and accessible to the employees as early as feasible on Friday of each week.
12. Nothing in this Letter of Intent shall affect or limit management's ability to utilize full-time staff (temporary or permanent) or its rights to utilize the Trial Program—Children's Services (Article 14).

Dated at Toronto this ____ of March, 2012

For the City:

For the Union:

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**MEMORANDUM OF AGREEMENT
BETWEEN:**

City of Toronto

("the City")

and

Canadian Union of Public Employees, Local 79

("the Union")

hereinafter referred to as "the parties"

RE: CHILD CARE AIDE (CCA) SITE-SPECIFIC SCHEDULING CHILDREN'S SERVICES DIVISION

The following **Child Care Aide (CCA) Site-Specific** schedule shall remain in effect until such time as the City determines it is operationally desirable to amend and/or discontinue it.

The City will provide Local 79 with thirty (30) days notice prior to amending and/or deleting this schedule. Within five (5) days of the date on which the City provides the Union with notice, the Union may request a meeting with the City in order to discuss any issues arising out of any such change.

This Memorandum shall not form part of the Collective Agreement and shall terminate on December 31, 2013.

Following the termination of this Memorandum, changes to the **Child Care Aide (CCA) Site-Specific** schedule will be implemented in accordance with Article 27 of the CUPE Local 79, Unit B Part Time Collective Agreement.

**CHILD CARE AIDE (CCA) SITE-SPECIFIC SCHEDULING
CHILDREN'S SERVICES DIVISION**

1. Each Child Care Aide (CCA) with regularly assigned hours of work assigned to a Centre will indicate in writing on a form provided:
 - (a) His/her availability to work morning and/or afternoon hours;
 - (b) His/her preference(s) as to age group.
2. Employees may change their availability by submitting an amended availability form to the Centre Supervisor. A minimum of one week's written notice of any change in availability is necessary and must be submitted before the schedule for the following week is prepared. Longer notice would be preferable.
3. The Centre Supervisor will determine the level of CCA staffing which is anticipated to be required in the following week, and post a schedule by Thursday of the week before the schedule is in effect.
4. In the event that a regularly assigned CCA is absent, wherever possible the work will be first offered to the other CCA's assigned to that Centre (and not already scheduled for conflicting

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- hours), in order of seniority, where practicable, provided that the employee has indicated a willingness and has the ability to work with the age group in which the work is available.
5. The seniority of the employees will be determined in accordance with Clause 12.03.
 6. It is understood that changes in arrival/departure times, other than employees arriving later/leaving earlier, delays in children's busing to/from school, inclement weather, etc., may result in CCAs being asked to work longer than initially scheduled from time to time.
 7. When additional regularly assigned work becomes available in a Child Care Site (for example, as a result of increases in enrolment, changes in attendance patterns, or because a CCA has left), it will be first offered to the other Unit B employees in that classification working at that Centre, in order of seniority, provided that the employee has indicated a willingness and has the ability to work with the age group in which work is available.
 8. It is also understood that circumstances may affect the amount of work available from week to week, or indefinitely. Examples would include changes in enrolment patterns, arrival/departure times, full-time staff shift arrangements, attendance patterns, or the impact of illness on the Site. When the amount of work decreases, the remaining work will be allocated each week to CCAs on the basis of seniority, subject to the employee's willingness and ability to work with the age group in which the work is available.

Dated at Toronto this ____ of March, 2012

For the City:

For the Union:

