

**FINAL
MEMORANDUM OF SETTLEMENT**

BETWEEN:

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

and

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

1. The parties herein agree to the terms of this Memorandum and the attached agreed-to items set out herein and in Appendices A and B, hereto, as constituting full settlement of all matters in dispute. This Settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals for ratification.
3. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2016, to December 31, 2019.
4. The terms and conditions of the attached agreed-to items shall become effective at the beginning of the first pay period following ratification by the parties unless otherwise stated.
5. The parties herein agree that they shall meet and that, within thirty (30) days of the date of this Memorandum of Agreement, or such later date to which they may agree, all outstanding issues related to Schedule P shall be referred to Interest Arbitration. It is agreed that matters addressed in this Memorandum of Agreement shall not be referred to Interest Arbitration, with the exception of paramedic wages, psychologist benefit and naturopath benefit.
6. The parties herein agree that, within seven (7) days of the date of this Memorandum of Agreement, they will sign the Gender Neutral Comparison System document, previously negotiated and related to the Job Evaluation Maintenance Program. The City agrees to provide up to sixty (60) person days paid leave to such individuals as the Union may identify related to this matter.
7. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement and renewal of the Letters of Agreement which expired on December 31, 2015, as amended by the following amendments:

ARTICLE 7 – WAGES
Memorandum Item

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

January 1, 2016	0.75% added to base
July 1, 2016	0.50% added to base
January 1, 2017	0.75% added to base
July 1, 2017	0.50% added to base
January 1, 2018	0.75% added to base
July 1, 2018	0.50% added to base
January 1, 2019	0.75% added to base and 0.25% Lump Sum
July 1, 2019	0.50% added to base

The lump sum payment which becomes payable as of January 1, 2019, shall be pro-rated on the basis of the regular hours worked by the employee in the preceding calendar year and on the employee's base salary as at December 31, 2018.

An employee must be in the employ of the City on January 1, 2019 in order to receive the lump sum payment.

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

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

Effective January 1, 2016, increase all rates for classifications payable on December 31, 2015, by 0.75%.

Effective July 1, 2016, increase all rates for classifications payable on June 30, 2016, by 0.50%.

Effective January 1, 2017, increase all rates for classifications payable on December 31, 2016, by 0.75%.

Effective July 1, 2017, increase all rates for classifications payable on June 30, 2017, by 0.50%.

Effective January 1, 2018, increase all rates for classifications payable on December 31, 2017, by 0.75%.

Effective July 1, 2018, increase all rates for classifications payable on June 30, 2018, by 0.50%.

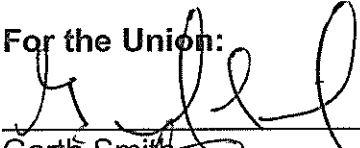
Effective January 1, 2019, increase all rates for classifications payable on December 31, 2018, by 0.75%.

Effective July 1, 2019, increase all rates for classifications payable on June 30, 2019, by 0.50%.

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

Dated at Toronto this 19th day of February, 2016

For the Union:



Garth Smith



Ben Desousa



Ken Fanjoy



Danny Schieibl



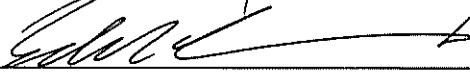
Humberto Da Silva




Matt Figliano



Peter Trajanovski



Eddie Mariconda



Matt Alloway

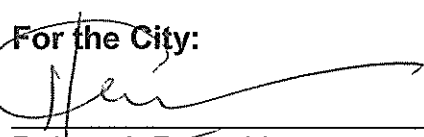


Stephanie Cliff

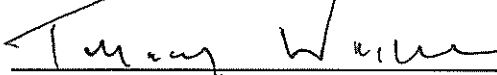


Mike Merriman


For the City:



Robert J. Reynolds




Tracey Wallace



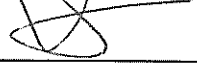
Lisa Suriani



Marco De La Rosa



Dafni Nistas



Vanessa Santos



Ashley Tran



Garth Knox

ARTICLE 3 – UNION REPRESENTATION

AMEND clause 3.12(c) as follows:

Leave of Absence – Union Business

3.12 (c)

(i) Upon request from Local 416, the City shall provide a leave of absence with pay and full benefits to the Unit Chairs (or Vice Chairs where the Unit Chairs are not on such full-time leave). The referenced Unit Chairs (or Vice Chairs) shall be entitled to full seniority and service accrual while on such leave.

Upon request from Local 416, the City shall provide a leave of absence for the Outside Division Chair and the Chief of Stewards, provided that such leave shall involve no cost to the City.

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

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

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

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

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

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

(viii) Should any difficulties or concerns arise with respect to the granting by the City of these leaves, the President of Local 416 and the Executive Director of Human Resources shall meet expeditiously to resolve the matter. Should circumstances arise

where either party wishes to terminate the leave and mutual agreement cannot be achieved, the dispute may be submitted to **Arbitration** for final resolution.

ARTICLE 7 – WAGES

DELETE clause 7.03.

(NOTE: Renumber clauses 7.04, 7.05, 7.06, and 7.07 accordingly)

ARTICLE 14A – SICK PAY PLAN

ADD NEW clause 14A.12 as follows:

Occurrences

14A.12(a) For the first (1st), second (2nd) and third (3rd) occurrence of absence due to illness or injury in a calendar year, an eligible employee will be eligible to receive Sick Pay commencing from the first day of absence. For the fourth (4th) and any subsequent occurrences of absence due to illness or injury in a calendar year, an eligible employee will be eligible to receive Sick Pay in accordance with the following chart:

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

Hospitalization

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

(NOTE: Renumber subsequent clauses in Article 14A accordingly)

ARTICLE 14B – ILLNESS OR INJURY PLAN

AMEND clause 14B.07 as follows:

CLAUSES 14B.07(a) to 14B.07(d), AS FOLLOWS, APPLY PRIOR TO JANUARY 1, 2017:

Illness or Injury Plan – Hours Chart

14B.07 (a) An eligible employee will be entitled to IIP hours, if any, at one hundred percent (100%) of his/her hourly rate based on his/her completed years of service as indicated in the chart below (column B or C). The employee will be eligible for the remainder of his/her one thousand and forty (1040) IIP hours, if any, at seventy-five percent (75%) of his/her hourly rate (column D or E).

14B.07 (b) Employees are only eligible to advance to the next level of coverage based on completed years of service when they are (1) actually at work, or (2) on pre-approved vacation, or (3) on approved Leave of Absence not arising due to illness or injury or (4) any other leave pursuant to the Collective Agreement, not arising due to illness or injury. An employee who is not actually at work will become eligible for the next level of coverage based on completed years of service in accordance with the chart below, upon actually returning to work for a period of at least eighty (80) continuous hours.

14B.07 (c) IIP hours for employees shall be as provided in the following chart:

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

8 years to less than 9 years (16,640 - <18,720)	800	77%	240	23%
9 years to less than 10 years (18,720 - <20,800)	960	93%	80	7%
10 years or more (≥ 20,800)	1040	100%	0	0

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

****NOTE 2:** In addition to Note 1 above, a temporary employee's IIP hours will be pro-rated based on his/her total hours paid in the previous calendar year in accordance with clause 14B.07(d).

Pro-ration for Temporary Employees

14B.07 (d) In accordance with clause 14B.06(b), the amount of IIP hours for temporary employees shall be as provided in the above chart and as outlined in Steps 1 and 2 below:

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

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

(For a simple calculation, take your Total Hours Paid in Previous Calendar Year X 0.5 = Your IIP Hours)

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

- First go to the Completed Years of Service in column A above and find your range;
- Next, go to column C above to find the percentage of IIP hours paid at 100%;
- Then multiply that percentage by the number of IIP hours calculated in accordance with Step 1 above and as per clause 14B.06(b);
- Your remaining IIP hours, if any, will be paid at 75%.

CLAUSES 14B.07(a) to 14B.07(d), AS FOLLOWS, APPLY AFTER JANUARY 1, 2017 AND SUPERCEDE THE PREVIOUS VERSIONS OF CLAUSES 14B.07(a) to 14B.07(d):

IIP Coverage Limits

14B.07(a) Eligible permanent employees will be provided with IIP coverage in accordance with 14B.07(c) based on the employee's hourly rate. The IIP coverage provided to an eligible permanent employee in any calendar year will not exceed one hundred and thirty (130) days.

14B.07(b) Eligible temporary employees will be provided with IIP coverage in accordance with 14B.07(c) based on the employee's hourly rate. The IIP coverage provided to an eligible temporary employee will be prorated on the basis of the regular hours paid to the employee in the previous calendar year as a percentage of the regularly scheduled full-time hours for his/her classification. The IIP coverage provided to an eligible temporary employee in any calendar year will not exceed the employee's prorated allocation.

Illness or Injury Plan – Coverage

14B.07(c) IIP coverage shall be as provided to eligible employees in accordance with the following chart:

	Maximum Coverage at 100%	Maximum Coverage at 75%
IIP Coverage in a Calendar Year	20 days	110 days

The actual annual entitlement of an eligible temporary employee is pro-rated pursuant to clause 14B.07(b).

Top Up Credits

14A.07(d) If an eligible employee uses less than his/her twenty (20) IIP days that are paid at the maximum coverage of 100% ("100% coverage days"), up to fifteen (15) unused 100% coverage days may be carried over to the following year ("the carry over year") as "top up credits". One unused IIP day is equivalent to two top up credits, up to a maximum of thirty (30) top up credits per carry over year. Top up credits can only be used in the carry over year.

Once an eligible employee has exhausted his/her 100% coverage days in the carry over year, one top up credit will be applied to subsequent days for which he/she is entitled to IIP coverage. One top up credit increases the IIP coverage from 75% to 100%.

ADD NEW clause 14B.14 as follows:

Occurrences

14B.14(a) For the first (1st), second (2nd) and third (3rd) occurrence of absence due to illness or injury in a calendar year, an eligible employee will be eligible to receive IIP coverage commencing from the first day of absence. For the fourth (4th) and any subsequent occurrences of absence due to illness or injury in a calendar year, an eligible employee will be eligible to receive IIP coverage in accordance with the following chart:

OCCURRENCE PER CALENDAR YEAR	EMPLOYEE IS ELIGIBLE TO RECEIVE SICK PAY FROM:
First (1st), Second (2nd) and Third (3rd) Occurrence	First (1 st) Day of Absence
Fourth (4th) and Fifth (5 th) Subsequent Occurrences	Second (2 nd) Day of Absence

Hospitalization

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

(NOTE: Renumber subsequent clauses in Article 14B accordingly)

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

AMEND clause 16.02 as follows:

Extended Health Care Benefits

16.02

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

Eligible Expenses (Benefit year January 1 – December 31)

- Semi-private hospitalization – difference between ward and semi-private hospital room.
- Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
 - Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules
 - Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription
 - Maximum of three hundred dollars (\$300) per person per benefit year for smoking cessation medication
 - Plus other non-prescription but life-sustaining drugs if they have a Drug Identification Number.

- Non-generic drugs will be covered:
 - If there is no generic substitution; or
 - If generic drugs are the same cost to the City, or more expensive; or
 - **Upon the insurer's approval of an application completed by the employee's physician confirming that the generic drug is not medically effective, or not medically tolerated, such approval shall not be unreasonably withheld.**

- Private-duty nursing at home, when medically necessary, to a maximum of twenty-five thousand dollars (\$25,000) for every three (3) benefit years.

- Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or masseur (after OHIP ceases to pay for treatment) to a maximum of four hundred dollars (\$400) per person, per practitioner, per benefit year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of eight hundred dollars (\$800), the combined value of the two benefits, per person, per benefit year. It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath in accordance with the Medicine Act, 1991, in order to be eligible for reimbursement.

- For clarity, the City will apply Article 16.02 of the Collective Agreement on the basis that the doubling up of the paramedical benefits pursuant to this Article permits employees to elect to receive a maximum of eight hundred (\$800) dollars for any one (1) paramedical service and four hundred (\$400) dollars for four (4) of the five (5) remaining paramedical services for a maximum benefit of two thousand and four hundred (\$2400) dollars per benefit year. It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath in accordance with the Medicine Act, 1991, in order to be eligible for reimbursement.

- Services of a licenced or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per person per benefit year.

- Services of a licensed psychologist, to a maximum of three hundred dollars (\$300) per person per benefit year.

- Up to 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.

- Employees will be reimbursed up to a lifetime maximum of four hundred and fifty dollars (\$450) per person toward the cost of laser eye surgery and such amount

may be combined with the aforementioned eyeglass/contact lens coverage for a one time combined maximum of nine-hundred (\$900) dollars. An employee or dependent who claims reimbursement for laser eye surgery will not be eligible for any eyeglasses/contact lens coverage during the forty-eight (48) months following the date of the laser eye surgery. Should an employee leave the employ of the City prior to being entitled to the coverage of the second benefit period, the amount owing will be deducted from the employee's final pay cheque.

- Hearing aids including repairs and batteries to a maximum of one thousand and six hundred dollars (\$1,600) per person for every three (3) benefit years.
- Coverage for one (1) Prostate Specific Antigen (PSA) test or one Ovarian Screening Test (CA125II) per person per benefit year to a maximum of thirty dollars (\$30) per year per person.
- One (1) pair of orthotic devices per person **every two (2) benefit years** provided they are prescribed by a medical doctor, orthopaedic surgeon, chiroprapist or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices every **two (2) benefit years**.
- One (1) pair of orthopaedic devices per person per every two (2) benefit years provided that they are prescribed by an orthopaedic surgeon or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthopaedic devices per benefit year.
- Out of province/country coverage for emergency medical treatment for employees and their dependants.
- Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan:

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

RENEW Memorandum Item Only – Activation of Drug Cards.

AMEND clause 16.06(a) as follows:

Long Term Disability

16.06 (a)

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

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

ARTICLE 19 – JOB POSTINGS

DELETE clause 19.01(b).

Article 28 – LAYOFF AND RECALL

AMEND Letter of Agreement – Contracting Out as follows:

**LETTER OF AGREEMENT
CONTRACTING OUT**

The City agrees to notify the Union in writing three (3) months in advance of any additional contracting out of work, other than work that is presently contracted out. The City shall set up a meeting with the Union within five (5) working days of delivery of written notification to the Union of its intention to contract out or privatize the work. At that meeting, the City shall identify the work to be contracted out and the reasons that have led to the decision to recommend the contracting out of the work.

During the meeting, the City agrees to provide all information to the Union including costs, and any other relevant information. Following receipt of the information, the Union may make a submission to the appropriate Division Head or committee within forty-five (45) days of delivery of the City's information.

ARTICLE 29 – EMPLOYMENT SECURITY

ADD NEW ARTICLE 29 as follows:

29.01 No permanent employee with fifteen (15) years of seniority as at December 31, 2019, shall lose his employment as a result of contracting out or privatization. Employees affected as a result of contracting out shall have access to the provisions of Article 28.

ARTICLE 43 – TERM OF AGREEMENT AND NOTICE TO BARGAIN

AMEND clause 43.01 as follows:

43.01 The term of this agreement shall be from January 1, 2016 to December 31, 2019, and shall continue to remain in force from year to year thereafter unless either party gives written notice to the other party within ninety (90) days prior to the termination date of this Collective Agreement that it desires termination or amendment of this Agreement.

ARTICLE 48 – LETTERS OF AGREEMENT

DELETE Letter of Agreement – Job Evaluation Maintenance Program.

Appendix "A"

**CITY OF TORONTO PACKAGE OF AGREED TO ITEMS
TO THE TCEU, LOCAL 416
FEBRUARY 14, 2016**

Subject to Agreement on the Total Package

**ARTICLE 3
UNION REPRESENTATION**

AMEND clause 3.12(a) as follows:

Full-Time Office or Position

3.12 (a)

Where an employee is elected or appointed to the full-time position of President, Vice-President, **second Vice-President** or Treasurer within the Union, the Union shall submit a request for leave of absence on behalf of the employee concerned to the Executive Director of Human Resources. Upon receipt of such request, such leave of absence will be granted, provided that such leave shall involve no cost to the City. ~~except that during the period of leave for the above-noted full-time officers, they will continue to accrue sick credits in their sick banks, for use upon the end of such leave, in accordance with the provisions of the Collective Agreement.~~

Upon expiration of his term of office, the above-mentioned employee (i.e., the President, Vice-President, **second Vice-President** or Treasurer) shall be returned to his former position, if such position continues to exist, or if such position does not exist, the employee shall have the option of accessing Article 28 (Redeployment) or being placed in a position in a classification comparable to that in which he was employed before the commencement of the full-time leave.

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For the Union	For the City
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For the Union	For the City
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**ARTICLE 4
UNION SECURITY**

AMEND clause 4.01 as follows:

4.01 It shall be a continuous condition of employment with the City that all employees shall be members in good standing, and that all future employees who come within the 416 Unit shall become members of the Union upon commencement of their employment with the City and thereafter shall remain as such members in good standing, provided that the City shall not be required to discharge an employee who has been expelled or suspended from membership in the Union, other than for engaging in unlawful activity against the Union.

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

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

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ARTICLE 4
UNION SECURITY

DELETE clause 4.05.

~~**4.05** The City shall provide the Union, on a bi-weekly basis, a list of all employees from whose wages Union dues have been deducted, and the amounts so deducted. The list shall include the classifications of employees.~~

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ARTICLE 6
NO DISCRIMINATION OR HARASSMENT

AMEND clause 6.01 as follows:

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

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ARTICLE 6
NO DISCRIMINATION OR HARASSMENT

AMEND clause 6.05 as follows:

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

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ARTICLE 8

OVERTIME, CALL-BACK PAY AND STANDBY PAY

AMEND clause 8.01(f) as follows:

Overtime Assignment – Sanitation/Collections

8.01 (f)

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

~~Notwithstanding the foregoing, if there is a legitimate and bona fide reason the employer may assign overtime in reverse order of seniority. In the event there is an operational need to require more employees working than are available after following the above procedure to assign employees, the City may will continue to assign said overtime in the same manner as above until the operational needs are met.~~

Date Signed Off

For the Union

For the City

For the Union

For the City

ARTICLE 9
HOURS OF WORK

AMEND clause 9.03(i) as follows:

Long Term Changes to Hours of Work

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

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ARTICLE 13

VACATION SAVINGS PAY AND VACATION WITH PAY

AMEND clause 13.16(a) as follows:

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

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ARTICLE 18
TRANSFERS

AMEND Article 18 as follows:

18.01 (a) An employee wishing to transfer to another ~~Division~~ **work location** within the same classification may submit such request in writing to the Executive Director of the Human Resources Division. Such request for transfer shall only be allowed if there is another employee in the same classification who wishes a transfer.

~~**18.01 (b)** An employee wishing to transfer to a different location within the same classification within his Division may submit such request in writing to the Division Head. Such request for transfer shall only be allowed if there is another employee in the same classification who wishes a transfer.~~

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

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

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ARTICLE 20
DISCIPLINE, SUSPENSION AND DISCHARGE

AMEND clause 20.02 as follows:

20.02 Where a discussion occurs between an employee and the supervisor of such employee pertaining to any matter which may result in disciplinary action being taken and such matter is brought to the attention of a member of the excluded group holding a supervisory position, the disciplinary action resulting from such discussion shall be recorded in writing and a copy thereof shall be furnished to the employee or forwarded by registered mail to the employee's address last known to his Division, within **five (5) two (2)** working days of such discussion, **unless agreed otherwise.**

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**ARTICLE 21
GRIEVANCE PROCEDURE**

AMEND clause 21.04 as follows:

21.04

A grievance shall be defined as where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.

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

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ARTICLE 21
GRIEVANCE PROCEDURE

AMEND clause 21.09 as follows:

Group Grievances

21.09

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

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**ARTICLE 21
GRIEVANCE PROCEDURE**

AMEND clause 21.11 as follows:

Job Call Grievances

21.11

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

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**ARTICLE 21
GRIEVANCE PROCEDURE**

ADD NEW clause 21.XX as follows:

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

(NOTE: Deleting 22.08 and creating new clause 21.XX)

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**ARTICLE 22
ARBITRATION**

DELETE clause 22.08.

Mediation

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

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ARTICLE 22
ARBITRATION

DELETE clause 22.09.

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

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ARTICLE 44
HEALTH AND SAFETY

ADD NEW clause 44.XX as follows:

Serious Incident .

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

(NOTE: Moved from clause 14A.16 and 14B.14)

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**ARTICLE 48
LETTERS OF AGREEMENT**

DELETE Letter of Agreement – “CLEAN AND BEAUTIFUL CITY” INITIATIVE.

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Appendix "B"

**CITY OF TORONTO PACKAGE 2 OF AGREED TO ITEMS
TO THE TCEU, LOCAL 416**

FEBRUARY 18, 2016

Subject to Agreement on the Total Package

**ARTICLE 2
RECOGNITION**

AMEND clause 2.02(b) as follows:

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

(i) Seasonal work:

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

Prior to hiring new temporary employees to perform seasonal work, the provisions of clause 23.01(a)(i) (Superior Duties) or Article 29 28 (Layoff and Recall) shall apply. If work continues to be available after these provisions are fulfilled, the position(s) will be posted on a bargaining unit wide basis. The City shall have the ability to advertise externally in conjunction with the internal posting process with the understanding that qualified Local 416 internal applicant(s) shall have first claim to the work.

(ii) Non-seasonal work:

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

Prior to hiring new temporary employees to perform non-seasonal work, the provisions of clause 23.01 (a)(i) (Superior Duties) or Article 28 (Layoff and Recall) shall apply. If, after applying the provisions of clause 23.01, no employee is available to perform the work, and the available work is anticipated to last for more than one (1) month in duration, the recall provisions of Article 29 Article 28 (Layoff and Recall) shall apply. If work continues to be available after these provisions are fulfilled, the position(s) will be posted on a bargaining unit wide basis. The City shall have the ability to advertise externally in conjunction with the internal posting process with the understanding that qualified Local 416 internal applicant(s) shall have first claim to the work.

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

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**ARTICLE 2
RECOGNITION**

AMEND Letter of Agreement (on page 2) as follows:

LETTER OF AGREEMENT

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

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

When this Letter of Agreement is in effect, and temporary opportunities/assignments continue to be available after the provisions of clause 2.02(b) (Article 23 and Article 29) are fulfilled, and the temporary opportunity/assignment is expected to last ~~twenty (20)~~ **twenty five (25)** weeks or more, then the Letter of Agreement – Interim Alternate Processes for Article 19 (Part C) shall apply to the temporary posting.

Date Signed Off

For the Union

For the City

For the Union

For the City

**ARTICLE 3
UNION REPRESENTATION**

AMEND clause 3.09 as follows:

Union Negotiating Committee

3.09 The City will recognize a Negotiating Committee which shall consist of ~~sixteen (16)~~ **up to ten (10)** members selected by the Union. Leave of absence without loss of pay or benefits and with accumulation of seniority shall be granted to the members of the Union's Negotiating Committee for the purpose of preparing bargaining proposals and negotiating a Collective Agreement or amendments thereto.

The name of each of the members of the Negotiating Committee shall be provided in writing to the Executive Director of Human Resources.

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**ARTICLE 7
WAGES**

AMEND clause 7.07 as follows:

7.07 In the event of an overpayment, the City shall advise the employee and Union in writing of such overpayment which will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred ~~advance of the implementation of any schedule of recovery with respect to said overpayment as well as a proposed schedule of recovery.~~

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

~~The City shall meet with the employee so as to negotiate an appropriate schedule of recovery. The employee may be accompanied by either his steward or other Union Representative at such meeting should he so request.~~

The parties agree to employ the procedure set out in the Letter of Agreement Interim Alternate Processes for clause 7.07, during the term of the Collective Agreement, in relation to overpayments, when the amount of the overpayment exceeds \$500.

Date Signed Off

For the Union

For the City

For the Union

For the City

ARTICLE 7

WAGES

ADD NEW Letter of Agreement - Interim Alternate Processes for Clause 7.07 as follows:

LETTER OF AGREEMENT

INTERIM ALTERNATE PROCESSES FOR CLAUSE 7.07

The parties agree that the following terms will apply commencing as at January 1, 2016, until <<insert date one day prior to end of Collective Agreement>>, unless terminated by either party prior to that date, in accordance with section 6 of this Letter of Agreement. If the parties agree, the terms of this Letter of Agreement may be extended by mutual agreement in writing.

1. In the event of an overpayment in an amount that exceeds \$500:
 - (a) The City shall advise the employee in writing of such overpayment and will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred.
 - (b) In the event that the overpayment has been made to:
 - (i) an existing employee, the letter will ask the employee to contact the City within twenty (20) working days in order to establish a repayment schedule. The employee shall have the option of using their vacation or accumulated lieu time as part or all of the repayment schedule. The recovery schedule shall not exceed the maximum permitted by the *Wages Act*, R.S.O., 1990, as amended, unless the employee agrees otherwise;
 - (ii) a former employee, the letter will ask the employee to contact the City within twenty (20) working days in order to arrange repayment, in full, of the overpayment amount.
 - (c) Should the employee disagree with the proposed recovery schedule, or fail to arrange repayment of the outstanding amount, the City shall meet with the employee to clarify the overpayment. The employee may be accompanied by a Union Representative should he so request. The letter will advise the employee that, if the employee does not respond within the time required, the City will invoke the adjudication procedure. The City shall send a copy of the letter to the Union within 5 days with details of the amount claimed and (for existing employees) the City's repayment schedule or (for former employees) a request to pay the total amount outstanding.
 - (d) If there is no response to the letter, the City will make contact with the Arbitrator (from an agreed to list) to determine a suitable date for hearing. This will be done by email, with a copy to the Union's Recording Secretary and its contact person. The Union will be part of the process of setting a hearing date which will occur within the following thirty (30) working days.
 - (e) Once a hearing date is determined, the City will send the employee a letter, which gives notice of the hearing. The City sends a copy of this letter to the Union and to the Arbitrator.

The copy to the Arbitrator should include details of the amount claimed by the City, and its proposed repayment schedule, if one is proposed by the City.

2.
 - (a) The City will schedule a hearing for one employee per hour on the dates determined for hearing the overpayment claims. After hearing submissions from both the City and the Union, the arbitrator will issue a brief decision, either orally or in writing, directing the repayment of any amount determined to have been an overpayment and the schedule, if any, pursuant to which such repayment is to be made. The Union and Management will have no more than three representatives at any hearing, inclusive of counsel or consultants.
 - (b) The hearing referred to in 2(a) will consist solely of a review of the documentation that supports the City's overpayment claims. No witness shall be called at the hearing; the positions of the parties will be advanced through oral and/or written submissions. If either the City or the Union require a witness to testify, or wishes to raise a matter of principle (including, but not limited to, the impact on the obligation of an employee to repay a debt to the City when on WSIB or LTD benefits, or having exhausted sick leave), the hearing under 2(a) will be cancelled and the overpayment claim will be referred to the usual arbitration process.
3. Both parties are required to produce all documents and supporting information reasonably requested upon which they intend to rely no later than two (2) weeks prior to the date scheduled for the hearing.
4. If an employee does not arrive at the hearing at the appointed time, the matter will be stood down for half an hour in case of a late arrival, although during this time the City will explain the nature of the claim against the employee to the Union and the Arbitrator. The City will establish that it has complied with the notice requirements set out above and the amount that the employee is required to repay the City. If such liability is established the Arbitrator will direct the employee to repay the overpayment to the City, in full, subject to any submissions made by the Union regarding a repayment schedule.
5. If the employee attends the hearing:
 - (a) The City will make its submissions, referring to those documents upon which it relies, and explain how it arrives at its claim for the overpayment. The City will also explain what repayment schedule, if any, it proposes.
 - (b) The Union may make such inquiries as it thinks necessary.
 - (c) At the close of the City's explanation, the Union will have an opportunity to meet with the employee.
 - (d) The hearing will reconvene and the Union and/or the employee will make such submissions as they wish to make. If the employee claims underpayment by the City,

the Union will explain the nature of the claim and the City may make such inquiries as it thinks necessary.

- (e) If liability is established a repayment schedule will be determined.
- (f) The award issued will provide for the full amount owing becoming immediately due and payable in the event of the default in any repayment schedule ordered. The award of the Arbitrator will be final and binding.
- (g) The repayment schedule, if any, will be prepared and signed immediately after the hearing of each claim, and a copy of the repayment schedule will be given to the employee.
- (h) It is understood that employees who attend the hearing during regular working hours will suffer no loss of wages.
- (i) Notwithstanding (j) above, if an employee is able to provide objective evidence that there has been a substantial and material change in his/her financial situation that was unforeseen at the time of the original hearing, the employee may approach the Union with a view to requesting the Arbitrator to vary the schedule. In this event, the Union will in writing request the City to convene a hearing for the Arbitrator to consider the request.

6. Either party may terminate this Letter of Agreement by providing the other with sixty (60) days' notice in writing. Following the delivery of such notice, clause 7.07 shall apply.

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Date Signed Off	
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For the Union	For the City
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For the Union	For the City

ARTICLE 19
JOB POSTINGS

AMEND clause 19.01(a) as follows:

Job Call Process

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

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

The Division Head concerned shall notify the Executive Director of Human Resources of the City accordingly, setting forth the duties of the position and the specific qualifications.

The Executive Director of Human Resources shall arrange for the position to be made known to all employees through the Job Call procedure. The job call procedure shall apply only to permanent positions save and except the position of Paramedic Level 1.

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

The Executive Director of Human Resources shall:

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

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

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

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

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

Date Signed Off

For the Union

For the City

For the Union

For the City

**ARTICLE 19
JOB POSTINGS**

AMEND clause 19.02(d) as follows:

19.02 (d)

~~Applications for available positions shall be made on forms supplied by the Human Resources Division.~~ **Applications for posted permanent positions shall be made as directed on the job posting.** An employee may apply for a position in a classification that is at the same, or higher or lower rate of pay than his present classification.

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**ARTICLE 19
JOB POSTINGS**

AMEND clause 19.03(a) as follows:

Application Review

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

Such notification shall specify which qualifications were deemed insufficient within the employee's application in order to permit the employee an opportunity to respond in writing with any additional information. For an employee to have his/her application re-considered for that posting, the Human Resources contact must receive any additional information in writing within seven (7) working days of the date of written notification to the employee, **and the Human Resources contact will respond within five (5) working days as to whether or not the employee will be proceeding.**

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

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**ARTICLE 19
JOB POSTINGS**

AMEND clause 19.05(a)(i) as follows:

Senior Qualified Process

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

The parties agree to employ the terms set out in the Letter of Agreement – Eligibility List, during the term of the Collective Agreement, in relation to the Senior Qualified Process.

Date Signed Off

For the Union

For the City

For the Union

For the City

ARTICLE 19
JOB POSTINGS

AMEND clause 19.06(a) as follows:

Relative Ability Process

19.06 (a)

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

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

Auto Mechanic Grade 1 (Leadhand)
Animal Care and Control Officer 1
Building Maintenance Coordinator
~~Communications Dispatch Clerk 4~~
~~Critical Care Transport Paramedic~~
Field Investigator Roads
Inspector, Transportation **Services**
Inspector, ~~Technical Services~~ **ECS & Toronto Water**
~~Leadhand~~
Leadhand/ Arborist
Leadhand Facilities **PF&R**
Leadhand Horticulture **PF&R**
Leadhand Mechanical & Maintenance **PF&R**
Leadhand Parks **PF&R**
Leadhand Parks Development **PF&R**
Leadhand Ravines **PF&R**
Leadhand, Ski Hill Operator Centennial
Leadhand, Ski Hill Operator Earl Bales
Maintenance Mechanic Foreperson
Marine Engineer 1
Nursery Technician
Operational Services Worker
Provincial Offences Officer Forestry
Subforeperson Equipment **Repair**
~~Subforeperson—Forestry~~
Tree Nursery Technician

Water Maintenance Worker 1
Water Service Investigator
Water Service Technician

Date Signed Off

For the Union

For the City

For the Union

For the City

**ARTICLE 19
JOB POSTINGS**

AMEND clause 19.07(c) as follows:

Reversion

19.07 (c) Prior to the end of the three (3) month assessment period, if an employee is reverted by the City or a reversion is requested by an employee who previously held a temporary position, he/she shall be reverted to the temporary position held immediately prior to the promotion or appointment, and he/she shall have the right to exercise any recall or bumping rights that may be available to him/her in accordance with clause ~~29.04~~ **28.16** of the Collective Agreement.

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For the Union	For the City

ARTICLE 19
JOB POSTINGS

AMEND Letter of Agreement – Interim Alternate Processes for Article 19 as follows:

LETTER OF AGREEMENT
INTERIM ALTERNATE PROCESSES FOR ARTICLE 19

The parties agree that the following terms will apply commencing as at January 1, 2012~~6~~, until December 30 of 2015~~9~~. If the parties agree, the terms of this Letter of Agreement may be extended by mutual agreement in writing.

A. POSTING AND FILLING OF PERMANENT VACANCIES

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

(i) Permanent vacancies will be posted in accordance with clause 19.01(a), unless otherwise amended by this Letter of Agreement.

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

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

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

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

B. QUALIFIED EMPLOYEE INVENTORY LIST

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

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

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

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

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

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

C. TEMPORARY JOB POSTINGS

Subject to the terms of Articles 2.02(b), 23 and 298 and the Article 298 - Letter of Agreement – Temporary Work Opportunities/Assignments, temporary opportunities/ assignments that are known to be more than ~~twenty (20)~~ **twenty five (25)** weeks duration shall be posted and the following provisions of Article 19 will apply: clauses 19.01(a)(i), (ii), (iii); 19.01(b); 19.02(a)(i to xi); 19.02(b); 19.02(d); 19.03(a); 19.03(d); 19.04; 19.05(a)(i), (ii); 19.07(c); and 19.10.

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

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For the Union	For the City
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For the Union	For the City

**ARTICLE 19
JOB POSTINGS**

ADD NEW Letter of Agreement – Personal Work Selection List as follows:

**LETTER OF AGREEMENT
PERSONAL WORK SELECTION LIST**

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

1. Where the employee has been assigned to a higher rated classification, under Article 23 – Superior Duties for a period of at least four (4) continuous months in the previous two (2) years prior to the work selection year in which the employee wants to select the higher rated opportunities/assignment, the employer agrees that the job classification will be added to a temporary employee's Personal Work Selection list.

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

(NOTE: This Letter of Agreement will be moved to the end of Article 28)

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ARTICLE 19
JOB POSTINGS

ADD NEW Letter of Agreement – Eligibility List as follows:

LETTER OF AGREEMENT
ELIGIBILITY LIST

Without limiting the application of Article 19 – Job Postings, the parties agree that the following terms will apply commencing as at XXXX, until <<insert date one day prior to end of Collective Agreement>>, unless terminated by either party prior to that date, in accordance with section 6 of this Letter of Agreement. If the parties agree, the terms of this Letter of Agreement may be extended by mutual agreement in writing.

1. When a permanent vacancy, for one of the classifications listed below, arises under Article 19.01(a), the Human Resources Division may establish an Eligibility List:
 - Arena Pool Operator 2
 - Asphalt Concrete Worker 2
 - Gardener 2
 - General Handy worker 3
 - Heavy Equipment Operator
 - Parks Handy worker 2
 - Water Maintenance worker 3
2. An "Eligibility List" is a list of qualified candidates who have been successful in the assessment process under Article 19.05, and shall be valid for the filling of the posted permanent position under 1, above, and for additional vacancy(ies) that become available within a period of ninety (90) days after the Eligibility List has been established.
3. Where an Eligibility List has been established under 1, above, the job call notice will state that the Human Resources Division will be establishing a City-wide Eligibility List for the specified job classification in the job posting.
4. The City shall provide the Union with a copy of the Eligibility List once it has been established.
5. Upon the expiry of the Eligibility List, the City will notify the Union of all placements.

6. After a one year implementation period, or earlier by mutual agreement, either party may terminate this Letter of Agreement by providing the other party with ninety (90) days notice in writing. Following the delivery of such notice, the Human Resources Division shall not post any further jobs for which an Eligibility List may be established.

Date Signed Off

For the Union

For the City

For the Union

For the City

ARTICLE 28
EMPLOYMENT SECURITY AND REDEPLOYMENT

DELETE Article 28.

ADD NEW Article 28 as follows:

Article 28 – LAYOFF AND RECALL

Notice

28.01 In the event of the proposed layoff of a permanent employee

The City shall:

- (a) provide the Union with no less than two (2) months of written notice; and
- (b) provide the affected employee(s) with no less than one (1) month of written notice of layoff.

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

Joint Placement Committee

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

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

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

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

Mandate of the Joint Placement Committee

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

- (1) Review the proposed plan;
- (2) Identify available vacancies that the City intends to fill;
- (3) Identify all the superior duties in the area where the reorganization will occur, and determine if a vacancy exists;
- (4) Identify the retraining needs of workers and recommend appropriate training;
- (5) the City will offer vacant positions to employees who are or would otherwise be displaced, in order of seniority if, with the benefit of up to one month's retraining, (in accordance with clause 28.09) an employee would be able to perform the work of the job, with extensions on a case-by-case basis as determined by the placement committee.

Displacement of Permanent Employees

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

- (a) to be laid off and placed on the recall list, and work selection list; or
- (b) to accept early retirement, if eligible; or
- (c) to have his/her employment terminated and to be paid in accordance with the Employment Standards Act, 2000, as amended; or
- (d) to accept a voluntary separation package, if offered by the City; or
- (e) exercise his/her seniority to proceed in the Placement Process for Permanent Employees, as outlined in clause 28.06.

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

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

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

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

Placement Process for Permanent Employees

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

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

- (a) Elect to be placed in any vacant permanent position in the same or higher rated classification City-wide. If the employee does not elect to be placed in a vacant permanent position City-wide, they will be placed in a vacant permanent position in the same classification within his/her quadrant. Only if this is not possible;
- (b) Elect to bump the most junior permanent employee in the same or higher rated classification within his/her quadrant. If no such bump exists, the employee may elect to bump the most junior permanent employee in the same or higher rated classification City-wide. Or;
- (c) Elect to be placed in any vacant permanent position in a classification at the same rate of pay City-wide. If the employee does not elect to be placed in a vacant permanent position in a classification at the same rate of pay City-wide, they will be placed in a vacant permanent position in a classification at the same rate of pay within his/her quadrant. Only if this is not possible;
- (d) Elect to bump the most junior permanent employee in a classification at the same rate of pay within his/her quadrant. If no such bump exists, the employee may elect to bump the most junior permanent employee in a classification at the same rate of pay City-wide. Or;

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

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

(g) Elect to be placed in any vacant permanent position in a classification at any lower rate of pay City-wide. If the employee does not elect to be placed in a vacant permanent position in a classification at any lower rate of pay City-wide, they will be placed into a vacant permanent position at the next available lower rate of pay within his/her quadrant.

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

Temporary employees shall be laid off before permanent employees.

Layoff of Permanent Employees

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

Ability of an Employee to Perform Work

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

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

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

Retraining

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

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

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

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

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

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

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

Wage Protection

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

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

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

Right to Return to Former Classification

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

Job Posting Procedure

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

Permanent Employees' Rights While on Layoff

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

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

Recall of Permanent Employees

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

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

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

Permanent Employees and Work Selection

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

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

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

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

Layoff of Temporary Employees

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

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

(i) choose to accept layoff; or

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

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

Recall of Temporary Employees

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

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

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

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

Dispute Resolution Process

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

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

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

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

F. Briggs
P. Knopf
R. Herman
D. Starkman

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

(NOTE: Agreement on Article 28 is contingent on the Parties agreement on clause 28.17(c) and the Letter of Agreement – Contracting Out)

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For the Union	For the City
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For the Union	For the City

**ARTICLE 29
LAYOFF AND RECALL**

DELETE Article 29.

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**ARTICLE 29
LAYOFF AND RECALL**

DELETE Letter of Agreement – Recall Classification.

Date Signed Off

For the Union

For the City

For the Union

For the City

**ARTICLE 29
LAYOFF AND RECALL**

RENEW Letter of Agreement – Re: Student Summer Employment.

(NOTE: This Letter of Agreement will be moved to the end of Article 28)

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ARTICLE 29
LAYOFF AND RECALL

AMEND Letter of Agreement – Temporary Work Opportunities/Assignments as follows:

LETTER OF AGREEMENT
TEMPORARY WORK OPPORTUNITIES/ASSIGNMENTS

The City and Local 416 **Parties** are in agreement with a work selection process for temporary work opportunities/assignments that provides choice for employees based on their seniority, required qualifications and ability, while ensuring that the City is able to meet its operational service level requirements.

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

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

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

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

~~The parties recognize the need for the expeditious resolution of disputes that may arise under this Letter of Agreement. In this regard, both parties will make every effort to resolve any dispute arising from the interpretation or implementation of this Letter of Agreement as quickly as possible. Should a resolution not be reached, the Union or the City may process the matter directly to mediation or arbitration in accordance with the terms of the Collective Agreement and both parties will make every effort to expedite the arbitration process. This process shall in no way restrict either party's rights pursuant to the Collective Agreement.~~

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

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

A. Work Selection Process:

1. All known seasonal temporary work opportunities will be identified annually by the City and will be made available through Work Selection.
 - (i) At the Division's option, new and un-filled non-seasonal work assignments will be identified annually for inclusion in Work Selection.
 - (ii) Non-seasonal work assignments that were identified and selected at Work Selection in the previous year and are expected to continue beyond June 1 of the current year, will be made available through the current Work Selection. In the event a different employee, other than the employee performing the work at the time of Work Selection, selects the assignment, his/her start date will be the beginning of the second pay period in March and the end date for the current employee will coincide with that date.
 - (iii) In the event additional temporary work opportunities/assignments become available after Work Selection, they will be referred to the Joint Work Selection Committee and filled through the process defined in clause 2.02 (b) or the Letter of Agreement – Interim Alternate Processes for Article 19, unless the Committee agrees otherwise.
2. Prior to the commencement of employees selecting their work, the Joint Committee will be provided with a list of Work Selection opportunities/assignments ~~three (3)~~ **four (4)** weeks prior to the first scheduled work selection date.
3. Prior to his/her selection day, a temporary employee will be provided with an opportunity to review the work opportunities/assignments. At the appointed date and time, a temporary employee will make his/her selection in order of seniority, provided that he/she has the ability/qualifications to perform the work available in the opportunity/assignment chosen.
4. Information provided to employees regarding temporary work of a seasonal and non-seasonal nature through Work Selection will include:
 - Division (e.g., Parks, Forestry & Recreation, Solid Waste Management, Toronto Water, Transportation);
 - Section;
 - Work reporting location;
 - Current hours of work;
 - Classification;
 - Hourly wage of the classification;
 - Current supervisor; and
 - For a Seasonal Opportunity - Duration of the work opportunity (plus or minus two (2) weeks in total at either end of the work opportunity depending on operational need).
 - For a Non-Seasonal Assignment – Anticipated duration will be included, if known. Otherwise the duration will be identified as “unknown.”

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

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

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

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

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

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

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

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

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

B. Recall:

1. Each January, the City will write to all temporary employees to provide them with the option to remove classifications from their "Personal Work Selection List". The temporary employee will also advise the City of the date when he/she will be available for recall to any identified classifications. An employee may, no later than one (1) week after the completion of Work Selection, remove any classification from, or put any previously removed classification back on, to his/her "Personal Work Selection List".
2. A temporary employee on layoff will be recalled, in order of greatest seniority, on or after the date of his/her indicated availability, to temporary opportunities/ assignments based on the information on his/her amended Personal Work Selection List. An employee may, no later than one (1) week after being recalled, remove any classification from, or put any previously removed classification back on, to his/her "Personal Work Selection List".
3. If an employee's situation changes, he/she is responsible for immediately advising the City, in writing, of any changes to information on file in accordance with paragraph B1, prior to his/her work selection or recall, as applicable. If the City does not receive such notification, he/she will be recalled and required to report to the available opportunity/assignment.

C. Layoff and Bumping:

1. Temporary work opportunities/assignments of a seasonal or non-seasonal nature (as defined in clause 2.02 (b)) that were selected by employees during Work Selection will not be identified or available as bumping opportunities.
2. No temporary seasonal or non-seasonal work opportunity/assignment offered through Work Selection will be subject to bumping, unless the following exception applies: if such an opportunity/assignment is not selected through Work Selection and if it is then filled by an employee without seniority, the opportunity/ assignment will be subject to bumping at the beginning of the second pay period in September provided that the remaining portion of the work assignment is anticipated to be of five (5) weeks' duration or greater.
3. Any additional non-seasonal assignments, not made available through Work Selection, will be subject to bumping in accordance with this Letter of Agreement, when the remaining portion of the work assignment is anticipated to be of five (5) weeks' duration or greater from the effective date of the bump.
4. Each year, the City will provide to the Union, by no later than July 25, a list of all temporary employees, in seasonal and non-seasonal work opportunities/assignments. This list, which will be generated from the July seniority list, will specifically identify all seasonal and non-seasonal work opportunities/ assignments filled subsequent to Work Selection. The list provided to the Union shall include the following:
 - a. Employee Names
 - b. Seniority Dates
 - c. Classifications (both base and superior duty/alternate rate)
 - d. Divisions and Sections
 - e. Current work locations
 - f. End dates for seasonal work opportunities
 - g. Expected duration and layoff date of non-seasonal assignment, if known

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

 6. (a) In August of each year, temporary employees in seasonal work opportunities shall exercise their seniority as follows:
 - (i) accept the layoff at the end of their opportunity, or

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

 - (ii) select any temporary vacancy, for which he/she has the ability/qualifications to perform the work as contained in their Personal Work Selection List and provided he/she is available for the entirety of the opportunity/assignment, subject to the provisions of the Collective Agreement. Or;**

 - ~~(iii) subject to agreement of the Joint Work Selection Committee, to select available work opportunity of a seasonal nature, as defined in paragraph A1 (iii) above, for which he/she has the ability/qualifications to perform the work at the end of his/her opportunity.~~

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

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

 - (c) A temporary employee who is identified for bumping in accordance with paragraph 6(a) may exercise his/her seniority pursuant to the same processes described in 6(a).
7. Temporary employees in an opportunity/assignment that ends at any time, and who do not exercise their seniority pursuant to paragraph 6, shall do so as follows:
 - (i) accept the layoff at the end of his/her opportunity/assignment, or

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

(ii) select any temporary vacancy, at the end of his/her opportunity/assignment, for which he/she has the ability/qualifications to perform the work as contained in their Personal Work Selection List and provided he/she is available for the entirety of the opportunity/assignment, subject to his/her being invited to participate in Work Selection and the provisions of the Collective Agreement. Or;

~~(iii) subject to agreement of the Joint Work Selection Committee, select an available work opportunity of a seasonal nature as defined in paragraph A1(iii) above, for which he/she has the ability/qualifications to perform the work, at the end of his/her opportunity/assignment.~~

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

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

(i) accept the layoff at the end of his/her opportunity/assignment, or

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

(ii) select any temporary vacancy, for which he/she has the ability/qualifications to perform the work as contained in their Personal Work Selection List and provided he/she is available for the entirety of the opportunity/assignment, subject to his/her being invited to participate in Work Selection and the provisions of the Collective Agreement. Or;

~~(iii) subject to agreement of the Joint Work Selection Committee, select an available work opportunity of a seasonal nature, as defined in paragraph A1(iii) above, for which he/she has the ability/qualifications to perform the work, at the end of his/her opportunity/assignment.~~

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

(NOTE: This Letter of Agreement will be moved to the end of Article 28)

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Date Signed Off	
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For the Union	For the City
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**ARTICLE 29
LAYOFF AND RECALL**

**RENEW Letter of Agreement – Permanent Work Opportunities of 10 Months or More within
Parks, Forestry & Recreation Opportunities – 10 Months or More Jobs:.**

(NOTE: This Letter of Agreement will be moved to the end of Article 28)

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ARTICLE 30

WORKPLACE SAFETY AND INSURANCE BENEFITS

AMEND clause 30.07 as follows:

30.07 (a) Where the claim is not approved **the City shall provide the employee with a copy of the denial letter from WSIB.** ~~or w~~Where an employee receives monies in excess of his appropriate net pay amount, such excess shall be treated as an overpayment and the City shall make recovery from the wages of the employee. ~~It is agreed that the affected employee(s) shall provide to the City any recovery consents required by law to give effect to such recoveries~~ **the City shall make recovery from the employee's wages.**

The employee may, within five (5) working days of notification of the overpayment, request to have the overpayment recovered from his/her:

- (i) Wages; and/or**
- (ii) Vacation bank, subject to Division approval; and/or**
- (iii) Accumulated lieu time; and/or**
- (iv) Sick bank or IIP, provided that the employee would have been qualified to use his/her sick bank/IIP as per Articles 14A and 14B of the Collective Agreement and the absences are substantiated and is subject to Division approval.**

Such request and/or Divisional approval shall not be unreasonably denied.

This does not preclude the employee from making a full or partial payment.

If approval is granted to deduct the overpayment from the employee's vacation bank, accumulated lieu time, and/or sick bank/IIP, and if the amount of overpayment is greater than the vacation bank, accumulated lieu time, and/or sick bank/IIP, or if no request is made within five (5) working days or approval is not granted, the City shall recover the excess from the employee's wages.

In the event that the employee elects to repay the City through a deduction from wages, clause 7.07 of the Collective Agreement will apply. The affected employee must provide the City with any recovery consents required by law.

In the event that the employee disagrees with the recovery of any wages, the City may utilise the process outlined in the LETTER OF AGREEMENT – INTERIM ALTERNATE PROCESSES FOR CLAUSE 7.07.

~~30.07 (b)~~ ~~In the event of an overpayment, the City shall advise the employee in advance of the implementation of any schedule of recovery with respect to said overpayment. The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O. 1990 as amended, unless the parties agree otherwise.~~

~~The City shall meet with the employee so that the employee may provide his input regarding an appropriate schedule of recovery.~~

The employee may be accompanied by either his steward or other Union Representative at such meeting should he so request.

Date Signed Off

For the Union

For the City

For the Union

For the City

ARTICLE 48
LETTERS OF AGREEMENT

RENEW Letter of Agreement – Legislative Changes.

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ARTICLE 48
LETTERS OF AGREEMENT

RENEW Letter of Agreement – Video Security Surveillance; Global Positioning Systems (GPS) & Automated Vehicle Location Systems (AVL).

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