

**MEMORANDUM OF SETTLEMENT**

**BETWEEN:**

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

**and**

**CUPE LOCAL 79 – FULL TIME**  
Hereinafter referred to as the "Union"

1. The parties herein agree to the terms of this Memorandum and the attached agreed to items set out in Appendix A 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 agree that they shall meet within thirty (30) days of the date of this Memorandum of Agreement to determine any outstanding issues related to the Part Time Long Term Care Homes & Services Agreement. All outstanding issues shall be referred to interest arbitration pursuant to the *Hospital Labour Disputes Arbitration Act*.
4. The parties herein agree that if ratified the term of the Collective Agreement shall be from January 1, 2016, to December 31, 2019. The parties further agree that the terms of the expired collective agreement have been applied without change and shall continue to be applied until such date as ratification or rejection occurs.
5. If ratified, the terms and conditions of the attached Offer shall amend the collective agreement that expired on December 31, 2015 and become the collective agreement between the parties, effective at the beginning of the first pay period unless otherwise stated.

**For the Union:**

**For the City:**

Walter Channer  
Acastelleto  
Andy Graham  
Aulthe Bettner  
S. Marchio  
Regan Beech

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 FULLTIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

<b>PROPOSAL</b>	
<b>Article 6 WAGES AND SALARIES</b>	
<b>MOA Wages and Salaries</b>	<p>The City proposes the following Memorandum of Agreement Item only.</p> <p><u><b>Wages</b></u></p> <p>The City proposes the following wage adjustments:</p> <p>January 1, 2016    0.75% Base increase on gross regular pay;  July 1, 2016        0.50% Base increase on gross regular pay;</p> <p>January 1, 2017    0.75% Base increase on gross regular pay;  July 1, 2017        0.50% Base increase on gross regular pay;</p> <p>January 1, 2018    0.75% Base increase on gross regular pay;  July 1, 2018        0.50% Base increase on gross regular pay;</p> <p>January 1, 2019    0.75% Base increase on gross regular pay; and                               0.25% Lump Sum payment on gross regular pay.</p> <p>July 1, 2019        0.50% Base increase on gross regular pay.</p> <p>The lump sum payment will be based upon an employee's base salary as at December 31, 2018 and prorated on the basis of the regular hours worked by the employee in that calendar year.</p> <p>In order to receive the lump sum payment, the employee must be in the employ of the City on January 1, 2019.</p> <p>The lump sum payment does not form part of the employee's base salary and is not pensionable and is subject to normal statutory deductions and union dues.</p> <p>Employees who had their wage rates frozen as a result of the Herman Award who are above the harmonized rate shall continue to have their wages frozen until they meet the amalgamated classification harmonization rate.</p>

**1** In addition to these proposed additions, amendments and deletions to the Collective Agreement, the City reserves the right to add, delete or otherwise amend its collective bargaining proposals at any time during the collective bargaining process.

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	<p>While "frozen", such employee shall receive a lump sum payment in each year of the Collective Agreement, in the amount of the annualized value of the across-the-board increases as applied to their frozen rate, provided that the lump sum payment is included as pensionable earnings. This payment will be based on straight time earnings and paid at the beginning of the year for the previous year</p> <p>Flow Through to all Part-time.</p>
6.10	<p><b>AMEND clause 6.10 as follows:</b></p> <p><b>Recovery of Accidental Overpayment</b></p> <p><b>6.10</b> In the event of an overpayment, the City shall advise the employee and the Union in writing of such an overpayment. <del>The notice which</del> will outline the reason(s), the amount of the overpayment, and the date(s) on which the overpayment occurred and a proposed schedule of recovery with respect to said overpayment. <del>The notice will be provided at least two (2) pay periods in advance of the implementation of the schedule of recovery, with a copy to Local 79. Local 79 shall be informed in writing at the same time as the employee.</del></p> <p>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, <del>The City shall meet with the employee who shall be represented by a Unit Officer or designate so as to negotiate an appropriate schedule of recovery. The</del> recovery schedule <b>will be implemented.</b> <del>shall equal. 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.</del></p> <p><del>This clause shall constitute the employee's written authorization to effect such deductions from any wages owing to him or her in accordance with the Employment Standards Act, 2000, SO-2000, c 41, as amended.</del></p> <p>The parties agree to employ the procedure set out in the Letter of Agreement Interim Alternate Processes for clause 6.10, during the term of the Collective Agreement, in relation to overpayments, when the amount of the overpayment exceeds \$500.</p>



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**ADD NEW Letter of Agreement - Interim Alternate Processes for Clause 6.10 as follows:**

**LETTER OF AGREEMENT**

**INTERIM ALTERNATE PROCESSES FOR CLAUSE 6.10**

The parties agree that the following terms will apply commencing as at January 1, 2016, until December 30, 2019, 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 his/her 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/she 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.

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	<p>(d) If there is no response to the letter, the City will <b>make</b> 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.</p> <p>(e) Once a hearing date is determined, the City will send the employee a letter, which gives notice of the hearing. The City will send a copy of this letter to the Union and to the Arbitrator. The copy to the Arbitrator <b>should</b> will include details of the amount claimed by the City, and its proposed repayment schedule, if one is proposed by the City.</p>
2.	<p>(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 and/or consultants.</p> <p>(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.</p>
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

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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 (g) 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.

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	<p><b>6.</b> 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 6.10 shall apply.</p> <p>Flow through to all Part Time Agreements.</p>
<b>Article 10 VACATIONS</b>	
	<p style="text-align: right;"><b>March 2, 2016</b></p> <p><b>The City amends its proposal as follows:</b></p> <p>10.01(a) Each employee in the "Permanent Service" of the City, and each employee in the "Temporary Service" of the City who is entitled to benefits in accordance with Article 19 of this Agreement shall be eligible for vacation with pay on the following basis:</p> <ul style="list-style-type: none"> <li>(i) following the completion of one (1) year of service – three (3) weeks vacation; <b>provided that upon completion of the first six (6) months of the employee's first year of service, such employee may, if he/she so requests and the Division Head concerned consents, be granted one (1) week's vacation prior to his/her anniversary date and the second and third week at a time after the anniversary date. If the week of vacation is granted and the employee's service terminates prior to completing one (1) year of service, the value of vacation granted shall be recovered from vacation pay due upon termination;</b></li> <li>(ii) following completion of nine (9) years of service – four (4) weeks vacation;</li> <li>(iii) following completion of seventeen (17) years of service – five (5) weeks vacation;</li> <li>(iv) following completion of twenty-two (22) years of service – six (6) weeks vacation.</li> <li>(v) following completion of thirty (30) years of service – seven (7) weeks vacation in the thirtieth (30th) year only.</li> </ul> <p>10.01(b) An employee who has qualified for the three (3) weeks vacation entitlement under clause 10.01(a)(i), <del>10.01(g) or 10.01(i)</del> shall thereafter be eligible for the annual vacation entitlement after January 1st of each calendar year. Other than what is set out in clause 10.01(c) below, January 1st shall be an employee's anniversary date for vacation purposes in respect of this Article.</p> <p>10.01(c) Employees shall be eligible to receive vacation at any time after January 1st in the year in which increased vacation entitlement occurs provided that the City shall be entitled to recover the value of the increased portion of the vacation taken prior to entitlement where the employee leaves the service other than by death or retirement.</p>

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- 10.01(d) (i) Employees shall be entitled to vacation in accordance with the provisions of this Article, provided that where an employee is not in receipt of salary or wages because of sickness or injury for a period of time which exceeds twenty-six (26) consecutive full pay periods, his/her vacation entitlement shall be reduced by 1/26th for each such consecutive full pay period in excess of twenty-six (26).
- 10.01(d) (ii) There shall be no reduction of the vacation entitlement of an employee who takes or is granted pregnancy and/or parental leave pursuant to clause 17.03(a) or 17.03(b) for the duration of such leave.
- 10.01(e) It is understood and agreed that an employee's vacation entitlement in the current year shall be based on his/her service in the previous year.

**Vacation in First Two Years of Service**

~~10.01(f) If an employee has not yet completed one year of service on January 1st, the employee shall receive no vacation credit on January 1<sup>st</sup>. On the date the employee accrues a year of service in the Full Time Bargaining Unit the employee's vacation bank shall be credited with the amount of annual vacation entitlement calculated under clause 10.01(a) (i).~~

~~10.01(g) Notwithstanding clauses 10.01(a) and 10.01(e), on the first January 1<sup>st</sup> following an employee's first anniversary date, the employee's vacation bank shall be credited with the amount of annual vacation entitlement calculated as follows:~~

<del>Number of full or part months of service accrued in previous year following the date on which the employee accrued one year of service</del>	X	15-Days
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~~12~~

~~10.01(h) Notwithstanding clauses 10.01(a)(i), 10.01(f) & 10.01(g), upon completion of the first six (6) months of the employee's first year of service, such employee may, if he/she so requests and the Division Head concerned consents, be granted one (1) week's vacation prior to his/her anniversary. If the week of vacation is granted~~



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~~and the employee's service terminates prior to completing one (1) year of service, the value of vacation granted shall be recovered from vacation pay due upon termination;~~

**Movement of Part Time Employees to the Full Time Collective Agreement**

**10.01 (if) When an employee who was receiving vacation pay either on each pay or twice per year in accordance with his/her part-time collective agreements moves from a Local 79 part-time bargaining unit to the Local 79 Full-Time bargaining unit, the employee shall:**

- (i) be paid any vacation pay owing for service accrued in the part-time bargaining unit; and
- (ii) not receive annual vacation entitlement under clause 10.01 for periods of part-time service accrued in the previous calendar year, except that part-time service shall be included in the calculation of completed years of service for the purposes of clause 10.01(b).
- ~~(iii) be entitled to request an advance of one (1) week vacation, in accordance with clause 10.01(h), after six (6) months of service in the Local 79 Full-Time bargaining unit. If he/she so requests and the Division Head concerned consents, be granted one (1) week's vacation prior to his/her anniversary. If the week of vacation is granted and the employee's service terminates prior to completing one (1) year of service, the value of vacation granted shall be recovered from vacation pay due upon termination;~~

**10.01 (g) When an employee who was banking vacation in accordance with his/her part-time collective agreement moves from a Local 79 part-time bargaining unit to the Local 79 Full-Time bargaining unit, the employee shall:**

- (i) have the balance in his/her vacation bank converted to vacation days using the employee's rate of pay in the part time collective agreement. Such balance shall be carried forward into the full time bargaining unit and used as follows:
  - the carried over vacation days attributable to service in the previous year shall be used in the current year in accordance with 10.08(a);
  - the carried over vacation days attributable to service in the current year shall be used in the following year in accordance with 10.08(a); and

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	<p>(ii) not receive annual vacation entitlement under clause 10.01 for periods of part-time service accrued in the previous calendar year, except that part-time service shall be included in the calculation of completed years of service for the purposes of clause 10.01(b).</p>
10.02(a)	Where an employee in the "Permanent Service", or an employee in the "Temporary Service" who has completed one (1) year of continuous service or one (1) year of aggregate service <del>prior to &lt;insert ratification date&gt;</del> leaves the service of the City after January 1st in any calendar year and prior to receiving vacation in that year, such employee shall be paid any vacation owing on account of the previous year's service in accordance with clause 10.01(e).
10.02(b)	Where the anniversary date of such an employee falls earlier in the calendar year than the date on which his/her employment ceases, the employee shall be entitled to receive vacation pay for the period between such anniversary date and the date employment ceases, on the following basis:
	<p>(i) if the employee would ordinarily be entitled to three (3) weeks vacation with pay per year, six percent (6%) of earnings for the period between the employee's anniversary date and the date his/her employment ceases;</p> <p>(ii) if the employee would ordinarily be entitled to four (4) weeks vacation with pay per year, eight percent (8%) of earnings for the period between the employee's anniversary date and the date his/her employment ceases;</p> <p>(iii) if the employee would ordinarily be entitled to five (5) weeks vacation with pay per year, ten percent (10%) of earnings for the period between the employee's anniversary date and the date his/her employment ceases; and,</p> <p>(iv) if the employee would ordinarily be entitled to six (6) weeks vacation with pay per year, twelve percent (12%) of earnings for the period between the employee's anniversary date and the date his/her employment ceases.</p>
10.03	Where an employee described in clause 10.01(a) hereof dies on or after January 1st in any year and prior to receiving vacation in that year, such employee shall have paid to his/her estate an amount equivalent to the salary or wages that would normally have been paid to him/her on account of vacation, including entitlements under paragraphs (i), (ii), (iii) and (iv) of clause 10.02(b) hereof.
10.04(a)	The normal vacation to which the retiring employee may be entitled for the previous year's service may be taken, at the employee's option, prior to the effective date of retirement or as a final payment in lieu of vacation with pay upon retirement.

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	<p>10.04(b) The additional vacation pay to which the retiring employee may be entitled under clause 10.02(b) shall be paid as a lump sum upon retirement.</p> <p>10.05 Where an employee has been employed in the "Temporary Service" prior to appointment to the "Permanent Service" or prior to being eligible for benefits under clause 10.01 and has received an amount of vacation pay in the preceding twelve (12) month period, the employee's vacation with pay entitlement shall be reduced accordingly by the value of the vacation pay the employee so received calculated on the basis of the employee's pay per day in the "Temporary Service".</p> <p>10.06 Employees ineligible for the maximum number of days vacation with pay shall, on request, be granted leave of absence without pay for the remainder of such maximum period. A leave of absence, without pay, taken to complete the annual vacation shall not constitute a break in service.</p> <p>10.07 A designated holiday, as set out in clause 9.01(a), which falls within a vacation period shall not be considered as a day of vacation.</p> <p>10.08(a) Vacation due an employee on account of his/her previous year's service shall be completed before the end of the calendar year. An employee may, with the approval of his/her Division Head or at the request of such Division Head and with the consent of the employee, postpone the whole or part of such vacation to the following calendar year. Such request must be received by either the employee or the Division Head as the case may be no later than October 1 in any year.</p> <p>10.08(b) In the event that there is no agreement to postpone the whole or part of such vacation to the following calendar year or, if no request is received by November 1 in accordance with clause 10.08(a), the Division Head shall consult with the employee regarding any preference that the employee may have regarding the scheduling of the remaining vacation. In the event that the employee's request cannot be accommodated, the Division Head shall then schedule the employee's vacation so that it is completed before the end of the calendar year, or if the employee so requests, he/she shall be paid out for any unused vacation at the end of the year.</p> <p>10.09(a) Where an employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of an illness or injury he/she shall be entitled to claim sick pay in lieu of vacation for such days of hospitalization, provided that written verification by a physician is provided to his/her Division upon the employee's return to work. The period of vacation shall be rescheduled for a later date and unless approved shall not constitute an automatic extension of the originally approved vacation period. In the event that any extenuating circumstances arise in respect of this clause, the employee and a Local 79 representative may, upon the employee's request, review the matter with his/her Division Head.</p>
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	<p>10.09(b) An employee who, during his/her previously scheduled vacation period, is required to serve as a juror, or who is required to appear in court or is involved in other legal proceedings on matters arising out of his/her employment, shall, upon request, have that period of vacation changed to jury or witness duty leave.</p> <p>It is understood and agreed that the foregoing does not apply to arbitration hearings which are or have been initiated under this Collective Agreement or any predecessor Agreement.</p> <p>10.10 Vacations will be scheduled in accordance with operational requirements. Seniority will be taken into consideration for determining employee preferences.</p> <p>10.11 Subject to clause 6.06, vacation shall be paid at the hourly rate the employee is earning at the time the vacation leave is taken.</p> <p style="text-align: center;"><b>LETTER OF INTENT <u>HARMONIZATION OF VACATION YEAR</u></b></p> <p>The parties agree to discuss and resolve the issue of harmonizing the vacation year prior to December 1, 2000 and any scheduling problems that may arise thereafter.</p> <p>An employee shall not suffer any loss of vacation entitlement through any anniversary date conversion for vacation purposes in respect of this Article.</p>
<b><u>Letter of Intent GRANDPARENT ING OF VACATION ENTITLEMENT</u></b>	<p>Agreed February 26, 2016. Delete this Letter of Intent.</p>
<b><u>Letter of Intent VACATION ENTITLEMENT FOR PART-TIME EMPLOYEES</u></b>	<p>Delete this Letter of Intent.</p> <p>Flow through to Part Time B, LTCHS and REC Agreements as appropriate.</p>

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<u>WHO MOVE TO THE FULL TIME COLLECTIVE AGREEMENT</u>	
	<b>ARTICLE 11A ILLNESS OR INJURY PLAN</b>
11A	<div style="text-align: right;">March 2, 2015</div> <p>The City amends its proposal as follows:</p> <p>The City withdraws its proposal and returns to status quo unless indicated otherwise below.</p> <p><b><u>Purpose</u></b></p> <p>11A.01 The Illness or Injury Plan (IIP) shall be effective January 1, 2010. The purpose of the IIP is to provide an eligible employee with income when he/ she is absent from work due to illness or injury, subject to the provisions of this Article.</p> <p>IIP days shall be paid for any time lost by reason of illness or injury in accordance with the provisions set out below, except where an award is made under the <u>Workplace Safety and Insurance Act, 1997</u>, S.O. 1997, as amended.</p> <p><b><u>Enrolment</u></b></p> <p>11A.02(a) All employees hired on or after July 31, 2009 shall be enrolled in the IIP in accordance with the provisions of this Article.</p> <p>11A.02(b) All employees hired prior to July 31, 2009 who are in the Sick Pay Plan may elect, on or before November 18, 2009, to transfer to the IIP effective January 1, 2010. Such employees shall elect to either:</p> <ul style="list-style-type: none"> <li>(i) have their sick bank, if any, frozen as at December 31, 2009. Employees who elect this option shall use their capped sick pay credits to offset any shortfalls in their IIP days in accordance with clause 11A.05(a). Any remaining capped sick pay credits shall be paid out upon "termination of employment" in accordance with clause 11A.05(b); or</li> <li>(ii) receive a payout of their sick bank based on its value at December 31, 2009, and in accordance with the Memorandum of Agreement – Special Payout/Payment Schedule.</li> </ul>



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- 11A.02(c) Subject to the Memorandum of Agreement – Transition to IIP, all employees who are in a grand-parented short term disability plan shall be transferred to the IIP on January 1, 2010  
Those employees in a grand-parented short term disability plan who have a sick bank shall elect, on or before November 18, 2009, to either:
- (i) retain their frozen sick bank; or
  - (ii) receive a payout based on the value of their sick bank at December 31, 2009
- in accordance with the terms and conditions contained in their grand- parented short term disability plan.  
For the purpose of greater clarity, those employees hired prior to July 31, 2009 may elect to stay in the Sick Pay Plan and be covered by the provisions of Article 11B.
- Eligibility**
- 11A.03 An employee shall become eligible to receive IIP days for absence due to illness or injury commencing the first work day following the completion of his/her probationary period, subject to 11A.13(c). (Occurrences).
- Definitions**
- 11A.04 In this Article:
- (a) "income" shall mean the employee's hourly rate as provided for in Schedule "1";
  - (b) "month" shall mean a calendar month;
  - (c) an "eligible employee" shall mean an employee who meets criteria set out in clause 11A.03 and employees who are transferred to the IIP in accordance with clause 11A.02;
  - (d) a "grand-parented short term disability plan" means any of the following:
    - (i) INCOME PROTECTION PLAN (Employees of the former City of Etobicoke who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Income Protection Plan, as was provided to these employees by the former City of Etobicoke).
    - (ii) INCOME PROTECTION PLAN (Employees of the former City of Etobicoke who were certified with CUPE

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	<p>May 8, 1998 by the Ontario Labour Relations Board Order No. 4499-97-R but for whom there is no existing collective agreement and who belong to the Income Protection Plan, as was provided to these employees by the former City of Etobicoke).</p> <p>(iii) INCOME PROTECTION PLAN (Employees of the former City of Etobicoke who were members of the former Health Unit, CUPE Local 3431, who belong to the Income Protection Plan).</p> <p>(iv) SHORT TERM WAGE PROTECTION PLAN (1/1/4) (Employees of the former City of Etobicoke who were members of the former ONA Unit, Local 29).</p> <p>(v) SHORT TERM DISABILITY PLAN (Employees of the former City of York who were members of the former CUPE Unit, Local 840).</p> <p>(vi) SHORT TERM DISABILITY PLAN (Employees of the former City of York who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Short Term Disability Plan).</p> <p>(vii) SHORT TERM DISABILITY PLAN (Employees of the former City of York who were members of the former CUPE Health Unit, Local 840).</p> <p>(viii) SHORT TERM DISABILITY PLAN (Employees of the former City of York who were members of the former CUPE Foremen's Unit, Local 103).</p> <p>(ix) SHORT TERM DISABILITY PLAN (employees of the former City of York who were members of the former ONA Unit, Local 59).</p> <p>(x) TEMPORARY DISABILITY BENEFITS PLAN (Employees of the former Board of Health for the Borough of East York who were members of the former ONA Unit, Local 5, who belong to the Temporary Disability Benefits Plan).</p> <p>(xi) TEMPORARY DISABILITY BENEFIT (TDB) (Employees of the former Borough of East York who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98- PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Temporary Disability Benefit plan).</p> <p>(xii) SALARY CONTINUANCE PLAN (Employees of the former City of Scarborough who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Salary Continuance Plan provided to non- union employees).</p> <p>(e) the "Sick Pay Plan" is the sick pay accumulation plan described in Article 11B; and</p>
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(f) "termination of employment" means termination of employment as defined under Article 11B.

**Capped Sick Pay Credits**

11A.05(a) An employee covered under the Sick Pay Plan, and who elected to transfer to the IIP and to freeze his/her sick bank, shall have his/her accumulation of sick credits, and service for the purpose of the Sick Pay Gratuity as outlined in Article 11B and the Letters of Intent contained therein, capped as at December 31, 2009 or upon his/her return to work as provided for in the Memorandum of Agreement – Transition to IIP. Capped sick pay credits shall be used in the following circumstances:

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

In cases where an employee's IIP payment is less than one hundred percent (100%) in accordance with the chart in clause 11A.07(c) below, the employee's capped sick pay credits, if any, shall be used to top-up the difference to one hundred percent (100%) of the employee's hourly rate.

**Unpaid Illness or Injury Hours**

Whenever an employee's absence due to illness or injury exceeds his/her IIP days and he/she has not satisfied the Long-Term Disability waiting period in accordance with clause 12.06, the excess days of illness or injury shall be regarded as illness or injury leave without pay, except that where an employee has elected to freeze his/her sick bank, such capped sick pay credits, if any, shall be used to provide the employee with income for this period.

**Payout of Capped Sick Pay Credits**

11A.05(b) Any unused capped sick pay credits will be paid out upon "termination of employment", to employees eligible for such a payment, in accordance with the Sick Pay Gratuity, as outlined in Article 11B, based on the employee's completed years of service as of December 31, 2009, at the hourly rate of pay of the employee's base position at the time of termination of employment.

**Permanent Full-Time Employees**

11A.06(a) Permanent employees will be provided with IIP days at a coverage level of either one hundred percent (100%) or seventy-five percent (75%) of the employee's hourly rate, based on their completed years of service as set out in

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the chart below up to a maximum of twenty-six (26) weeks per calendar year or per absence that extends beyond the calendar year in which the continuous absence commenced.

**Temporary Employees and All Employees Covered by Clarity Notes 1, 2, 3, and 4**

11A.06(b) The IIP days that will be provided to temporary employees and employees covered by Clarity Notes 1, 2, 3, and 4 of Article 2 (Recognition) will be a pro-rated amount of the twenty-six (26) weeks provided to permanent employees, as set out in the chart below, based on the total regular hours paid to him/her (excluding, e.g., standby or overtime hours) in the previous calendar year.

**AMEND clause 11A.07 as follows:**

Clauses 11A.07(a) to 11A.07(c), as follows, apply prior to January 1, 2017:

**Illness or Injury Plan – Hours Chart**

11A.07(a) An eligible employee will be entitled to IIP days, 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. The employee will be eligible for the remainder of his/her twenty-six (26) weeks, if any, at seventy-five percent (75%) of his/her hourly rate.

11A.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 two (2) continuous weeks.

11A.07(c) IIP days shall be as provided in the following chart:

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Length of Service	Maximum Number Of Weeks Coverage at 100% of Salary Per calendar year	Maximum Number of Weeks Coverage at 75 % of Salary Per calendar year
Less than 6 months	0	0
6 months to less than 1 year	2	24
1 year to less than 2 years	3	23
2 years to less than 3 years	4	22
3 years to less than 4 years	6	20
4 years to less than 5 years	8	18
5 years to less than 6 years	10	16
6 years to less than 7 years	12	14
7 years to less than 8 years	16	10
8 years to less than 9 years	20	6
9 years to less than 10 years	24	2
10 years or more	26	0

NOTE: The range within which an employee falls in the above chart is determined by his/her completed years of service. For employees covered by clause 11A.06(b), IIP days will be pro-rated based on his/her total regular hours paid in the previous calendar year in accordance with 11A.07(c).

**No Payout or Carry Over**

11A.08 There is no payout of unused IIP days. There is no carry over of unused IIP days from year to year, except when an illness or injury starts in one year and continues into the next calendar year or as provided in clause 11A.09 (c) below.

**EFFECTIVE JANUARY 1, 2017, CLAUSES 11A.07(A), TO 11A.08 APPLY AS FOLLOWS AND SUPERCEDES THE PREVIOUS VERSIONS OF CLAUSES 11A.07(A) TO 11A.08:**

**IIP Coverage Limits**



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- 11A.07(a)** Eligible permanent employees will be provided with IIP coverage in accordance with 11A.07(c), on the basis of 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.
- 11A.07(b)** Eligible temporary employees will be provided with IIP coverage in accordance with 11A.07(c) on the basis of 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**

**11A.07(c)** IIP coverage shall be as provided to eligible permanent employees in accordance with the following chart:

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

The actual annual entitlement of an eligible temporary employee is pro-rated pursuant to clause 11A.07(b).

**Top Up Credits**

**11A.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%.

**No Payout or Carry Over**

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11A.08 There is no payout of unused IIP days. There is no carry over of unused IIP days from year to year, except as provided under clause 11A.07(d) and/or when an illness or injury starts in one year and continues into the next calendar year or as provided in clause 11A.09 (c) below.

**Refreshing of IIP Days – January 1st**

11A.09(a) An eligible employee will receive his/her IIP days on his/her first regularly scheduled work day on or after January 1st of each year, if he/she is:

- (1) actually at work, or
- (2) on pre-approved vacation, or
- (3) on approved Leave of Absence, not arising due to illness or injury, or
- (4) any other leave pursuant to the Collective Agreement, not arising due to illness or injury.

11A.09(b) An eligible employee not covered by clause 11A.09(a), who is not actually at work on his/her first regularly scheduled work day on or after January 1st and immediately prior has been absent due to illness or injury or unauthorized absence and either in receipt of IIP days or has exhausted his/her IIP days, will not receive his/her refreshed IIP days until he/she has actually returned to work for a period of at least two (2) continuous weeks.

11A.09(c) An employee covered by clauses 11A.09(b) and 11A.11(b) shall continue to retain any remaining IIP days from the previous year and any capped sick pay credits, if any, until he/she has returned to work for two (2) continuous weeks.

11A.09(d) In addition to the objectives set out in clause 12.08, the Benefits Monitoring Committee may address the following issues, in special circumstances:

- (i) refreshing an employee's IIP days prior to the two (2) continuous week period referred to in 11A.09(b);
- (ii) the identification and correction of errors or omissions with respect to an employees' IIP refreshed days;
- (iii) the provision of additional IIP days in circumstances where an employee suffers more than one unrelated illness or injury or exhausts IIP days due to Ill Dependant Leave and has no frozen Sick Bank credits and vacation.

**IIP Hours Upon Return From Approved Leave**

11A.10(a) When an employee is given an approved leave of absence for any reason, and returns to work at the end of such

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leave of absence within the same calendar year, he/she shall retain his/her IIP days, if any, existing at time of the commencement of such leave.

- 11A.10(b) When an employee is on approved leave of absence for any reason, and returns to work at the end of such leave of absence in a later calendar year, such that he/she did not work during the entirety of at least one calendar year, he/she shall retain his/her IIP days existing at the date of the commencement of the leave, until such time as the employee has worked two (2) continuous weeks, at which time his/her IIP days shall be refreshed in accordance with clauses 11A.06 and 11A.09, as applicable based on the calendar year in which he/she most recently worked.

**Recall**

- 11A.11(a) When an employee is laid off and is recalled to work within the same calendar year, he/she shall retain his/her IIP days, if any, existing at time of such layoff.
- 11A.11(b) Where an employee is laid off and recalled to work in the following calendar year, he/she shall have his/her IIP days refreshed in accordance with clauses 11A.06 and 11A.09(c) above, as applicable, as of the first day the employee returns to work.
- 11A.11(c) When a temporary or a permanent employee is not recalled, or where a permanent employee declines recall in accordance with the Collective Agreement, so that he/she did not work during the entirety of a calendar year, if he/she is subsequently recalled to work, his/her IIP days will be refreshed, in accordance with clauses 11A.06 and 11A.09, as applicable, as of the first day the employee returns to work, based on the calendar year in which he/she most recently worked.

**Long Term Disability**

- 11A.12 Employees who are absent due to illness or injury for more than twenty-six (26) continuous weeks will be eligible for Long Term Disability benefits in accordance with Clause 12.06.

**Use of IIP Days**

- 11A.13(a) The number of paid IIP days received by an employee shall be deducted from his/her available IIP days but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work. Absence on account of illness for less than half a day shall not be deducted.
- Absence on account of illness for a half a day or more, and less than a full day, shall be deducted as one-half (1/2) day.
- 11A.13 (b) An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from

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his/her IIP days, unless a physician states that the employee is fit for further work on that shift.

**Occurrences**

11A.13(c) For the first (1st), second (2nd) and third (3rd) occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive IIP Days commencing on the first day of absence. For the fourth (4th) and any subsequent occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive IIP Days on the second (2nd) day of absence. All payments will be made based on the percentages outlined in clause 11A.07, as applicable.

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

**Hospitalization**

In the event the employee is hospitalized as an in-patient, it shall not count as an occurrence and the employee will be paid from the first day of absence.

**Serious Incident**

11A.14 An employee who is required to attend to a critical incident or is involved in a serious incident or accident, such that he/she is unable to work, shall be permitted to take the remainder of the day off, without loss of pay and benefits.

**Physicians' Certificates**

11A.15(a) An employee absent for more than three (3) consecutive working days shall furnish within seven (7) working days from commencement of absence, a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician. The seven (7) day period may be extended by the Division Head if the employee is incapacitated to the extent that he/she is unable to produce the certificate of illness within that period.

11A.15(b) An employee absent for more than twenty-four (24) consecutive working days shall:

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- (i) provide immediately following such twenty-four (24) days, a certificate from his/her physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty; and
- (ii) provide further certificates from his/her physician, covering the same information, following each subsequent twenty-four (24) consecutive working days of absence.

**Reporting Procedures**

11A.16(a) Each employee is required to report an unplanned absence due to illness or ill dependant at least one (1) hour, unless not reasonably possible, prior to his/ her start time. An employee will only be required to make a single phone call in order to report his/her absence. Each employee will be provided with the phone number he/she must call to report such absence. Each employee is required to indicate whether the absence is due to sickness or ill dependant. He/she is also required to notify of his/her anticipated date of return and will be expected to return to work as reported. He/she will not be required to report daily during the period identified. If the date of return is not specified or known, he/she must report on a daily basis as above.

11A.16(b) In any instance where an employee is able to return prior to the stated return date or requires an extension of their absence and the employee works in a classification/division where a staff complement must be maintained [eg. Hostels – (Client Service Worker, Registered Nurse, Registered Practical Nurse, Support Services Worker, Food Services Worker), Security Officers, Children's Services, Long Term Care Homes and Services, Dispatcher/ Support Services, Inspector – Emergency Service, Inspector – Underground, Forepersons Works 2], the employee will advise his/her supervisor or designate by 3:00 p.m. the day before that he/she will be returning on the following day.

11A.16(c) In any instance where an employee not referred to in clause (b) above requires an extension of his/her absence such employee shall report as per (a) above.

**Use of Vacation/Lieu Time Entitlements**

11A.17 An employee absent because of illness or injury who has exhausted his/ her IIP days and capped sick pay credits, if any, may use any vacation entitlement or lieu time owing as IIP days. In that case, the vacation or lieu time will be treated as IIP days and the provisions of this Article will apply.

**Administration of IIP**

11A.18 The IIP will be administered in a manner at least consistent with the practices and provisions applicable to the



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	<p>Sick Pay Plan (Article 11B). For greater certainty, occupational illness or injury shall be administered under Article 22 (Workplace Safety and Insurance Benefits).</p> <p>11A.19 The parties agree that it is remotely possible that there may be employee(s) currently covered by either the current Sick Pay Plan or a Grand-parented STD Plan who are not accounted for by the provisions of this Article 11A or Article 11B. Should such an employee subsequently be identified the parties agree to meet forthwith to ensure application of this Article 11A or Article 11B to such employee(s).</p> <p>Flow through to LTCHS.</p>
<b>ARTICLE 12 EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM DISABILITY INSURANCE</b>	
	<p style="text-align: right;">March 2, 2016</p> <p>The City amends its proposal as follows:</p> <p><b>AMEND CLAUSE 12.02 AS FOLLOWS</b></p> <p><b><u>Extended Health Care Benefits</u></b></p> <p>12.02(a) The City will provide for all employees by contract through an insurer selected by the City an Extended Health Care Plan which will provide extended health care benefits. The City shall pay <b>one hundred per cent (100%)</b> <del>ninety (90%) per cent of the premiums and employees shall pay ten (10%) per cent</del>, which will include any premiums payable under <u>The Health Insurance Act</u>, R.S.O. 1990, as amended.</p> <p><u>Eligible Expenses</u> (Benefit year January 1 – December 31)</p> <p><b><del>All Eligible Expenses are subject to Reasonable and Customary Fee Schedules as Developed and Updated by the Benefits Carrier.</del></b></p> <ul style="list-style-type: none"> <li>i) Semi-private hospitalization – difference between ward and semi- private hospital room</li> <li>ii) <b>Drugs - A drug card, including current mandatory generic prescription features for use in Canada will be provided.</b> <del>(drug card, including current generic prescription features, for use in Canada)</del>, Drugs which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:             <ul style="list-style-type: none"> <li>(A) Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules</li> </ul> </li> </ul>

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- ~~(B) If not covered as at <<insert date of ratification>>, any new drug which thereafter meets the criteria in (A) and which also has been added to the City's Drug Plan after being subject to a value for money assessment, based on clinical and cost effectiveness, by the Carrier.~~
- (B) Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription
- (C) Maximum of \$300.00 per person per benefit year for smoking cessation medication
- (D) Other non-prescription but life sustaining drugs if they have a Drug Identification Number
- (E) Non-generic drugs will be covered if:
- (i) there is no generic substitution; or
  - (ii) generic drugs are the same ~~net~~ cost to the City, or more expensive; or
  - (iii) 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. ~~Upon application for exception, the employee provides from a physician, medical information that is satisfactory to the City acting reasonably, indicating that the generic substitution cannot be medically tolerated or is ineffective for the employee or a dependent.~~
- (F) Eligible compounds:
- An eligible mixture/compound is one which contains a drug that bears a valid DIN, regardless of the prescription status; or
  - A mixture/compound that contains a raw material, regardless of the prescription status of the raw material.
- (G) Ineligible compounds:
- An ineligible mixture/compound is one which is considered experimental/investigational; or
  - A mixture/compound that is contractually excluded under the plan; or
  - A compound derived of vitamins and minerals.
- (H) Sclerotherapy drugs to a maximum of \$15 per injection.
- iii) Private duty nursing at home when medically necessary, to a maximum of \$25,000.00 per person per three (3) benefit years.

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

**Note: For clarity, the City will apply clause 12.02(a)(iv) of the Collective Agreement on the basis that the doubling up of the paramedical benefits pursuant to the clause permits employees to elect to receive a maximum of eight hundred dollars (\$800) for any one (1) paramedical service and four hundred dollars (\$400) for four (4) of the five (5) remaining paramedical services for a maximum benefit of two thousand and four hundred dollars (\$2,400) per person per benefit year. It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath in accordance with the Medicine Act, 1991, in order to be eligible for reimbursement.**

- v) Services of a licensed or registered physiotherapist ~~prescribed by the employee's attending physician,~~ with an overall maximum of two thousand dollars (\$2,000) per person per benefit year.

Employees in receipt of Long Term Disability (LTD) benefits as of April 4, 2012 shall continue to receive unlimited services of a licensed or registered physiotherapist while he/she is in receipt of LTD benefits. Upon termination of his/her LTD benefits, the employee will only be entitled to the services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per benefit year.

- vi) Services of a licensed psychologist, to a maximum of \$300.00 per person per benefit year.
- vii) 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.

Benefit plan members may borrow their eyeglass entitlement from the next benefit period in order to apply such amount towards laser eye surgery. Should an employee leave the employ of the City prior to being entitled to the coverage of the second benefit period the amount owing will be deducted from the employee's final pay cheque.

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- viii) Hearing aids, including repairs and batteries to a maximum of sixteen hundred dollars (\$1,600.00) per person per three (3) benefit years.
- ix) One (1) pair of orthotic devices per person per **every two (2) benefit years** provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropractist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices **per person every two (2) benefit years**.
- x) One (1) pair of orthopaedic devices per person every two (2) benefit years provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropractist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthopaedic devices per benefit year. Off the shelf orthopaedic devices will only be allowed if there is a custom made modification and reimbursement of expenses will be limited to the cost of such modification.
- xi) Out of country emergency medical coverage for employees travelling in connection with their job duties.
- xii) One (1) prostate specific antigen (PSA) test per person, per benefit year to a maximum of forty dollars (\$40).
- xiii) One (1) ovarian test (CA125) or (CA125II) per person, per benefit year, to a maximum of forty dollars (\$40).
- xiv) Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan.
  - (A) Ambulance services, dental services to repair damage to natural teeth and dentures, which start within twelve (12) months of the accident, rental of medical equipment, casts, braces, crutches, etc., (or purchase where appropriate) artificial limbs and eyes, plus other expenses such as wigs, elastic stockings, breast prostheses, etc., to the extent that they are reasonable and do not exceed the limits to be established in our plans.

12.02(b) The City shall provide out-of-province/country coverage for emergency treatment for employees and their dependants. The City shall advise members of the claims reporting process at the time they enroll in benefits.

**Dental Benefits**

12.03 The City will provide for all employees by contract through an insurer selected by the City a Dental Plan which will provide dental benefits. The City shall pay **one hundred per cent (100%)** ~~ninety (90%) of the premiums and employees shall pay ten (10%) per cent of the premiums.~~

Eligible Expenses (One year lag ODA fee guide for general practitioners; other expenses to reasonable and



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customary charge; benefit year – January 1 – December 31)

One hundred percent (100%) for:

- i) Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to a nine (9) month frequency for adults and a six (6) month frequency for eligible dependants under the age of eighteen (18).
- ii) Restorative procedures, such as fillings – including both bonded and non bonded amalgams (acrylic or composite for front teeth).
- iii) Surgical services (extractions), all oral surgery and anaesthesia.
- iv) Periodontal and endodontic services.

Sixty percent (60%) major restorative procedures, seventy percent (70%) dentures – to a maximum of \$4,000.00 per person per benefit year:

- i) Major restorative procedures, such as inlays, onlays, gold fillings, crowns, repair and recementing of same, initial installation of fixed bridge work and repair of same; replacement of a fixed bridge which is five (5) or more years old
- ii) Initial installation of full or partial dentures, and repair, relining and rebasing or replacement of dentures which are five (5) or more years old

Fifty percent (50%) orthodontic procedures – to a lifetime maximum of \$5,000.00 per person:

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

**Group Life Insurance**

12.04(a) (i) The City will provide for all employees through a contract with an insurer selected by the City, Group Life Insurance in an amount equal to two (2) times the employee's annual salary rounded to the next higher one thousand dollars (\$1,000), if not a multiple thereof. The City shall pay one hundred per cent (100%) of the



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premiums.

(ii) Effective the first of the month following the employee's seventieth (70<sup>th</sup>) birthday, the amount of Group Life Insurance referred to in 12.04(a)(i) shall be amended to twenty thousand dollars (\$20,000).

**12.04(b) (i) Optional Group Life Insurance – Employee and Spouse**

The City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life Insurance up to a maximum of three hundred thousand dollars (\$300,000) for the employee and/or three hundred thousand dollars (\$300,000) for the employee's spouse, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.

**(ii) Optional Group Life Insurance – Dependent Children**

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

(iii) Effective the first of the month following the employee's seventieth (70<sup>th</sup>) birthday, he/she shall no longer be entitled to Optional Group Life Insurance referred to in 12.04(b)(i) and (ii). The Optional Group Life Insurance for spouses and dependent children shall be available only until the first of the month following the employee's or the insured's seventieth (70<sup>th</sup>) birthday, whichever is earlier.

**Continuation of Group and/or Optional Life Insurance**

12.04(c) The City agrees to continue the practice of advising the employee of his/her ability to convert their Group Life Insurance and/or Optional Life Insurance coverage upon retirement, termination of employment or upon attaining the age of seventy (70), through the benefits carrier, upon the terms established by the City's insurer, at the employee's expense.

**Accidental Death and Dismemberment Insurance**

12.05(a) The City shall provide for all employees by contract through an insurer selected by the City, Accidental Death and Dismemberment Insurance which provides for two (2) times the employee's annual salary rounded to the next higher \$1,000, if not a multiple thereof, if the employee's death is as a result of an accident. The City shall pay one hundred per cent (100%) of the premiums.

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12.05(b) Effective the first of the month following the employee's seventieth (70<sup>th</sup>) birthday, the amount of Accidental Death and Dismemberment Insurance referred to in 12.05(a) shall be amended to twenty thousand dollars (\$20,000).

**LETTER OF INTENT  
GRANDPARENTING SPOUSAL AND DEPENDANT DEATH BENEFIT**

Employees of the former East York Inside (CUPE Local 114), East York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), East York Health Unit (ONA Local 5 and East York Health Unit (CUPE Local 114) are entitled to a \$2,000 spousal death benefit and a \$1,000 per dependent child(ren) death benefit. This benefit coverage is 100% employer paid and ceases on the employee's sixty-fifth (65<sup>th</sup>) birthday.

The City shall continue to provide to those employees who currently have it, spouse and/or dependant(s) group life insurance, under their present terms and conditions.

NOTE: The parties agree that following May 11, 2000 the above Letter of Intent re: Grandparenting of Spousal and Dependant Death Benefit is subject to proof reading and validation by Local 79 and the City.

**Long Term Disability**

12.06(a) The City will provide ~~for all permanent employees in accordance with 12.01(a) and for all temporary employees who have accrued five (5) years of aggregate service~~ 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%) sixty-six and two-thirds to a maximum of \$4,000 per month~~ of such employee's basic salary per month for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workplace Safety and Insurance Board 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/she is in receipt of sick pay benefits or IIP from the City.

Employees in receipt of Long Term Disability 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

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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.

12.06(b) Except where a premium waiver applies, the City will ensure the continuation of existing benefit coverage, as set out in this article of an employee who has applied for the Long Term Disability benefit but who has exhausted his/ her sick pay credits or IIP prior to the conclusion of the six (6) month waiting period. In no case shall the period of such continued coverage exceed twenty-six (26) bi-weekly pay periods as per clause 12.01(c).

12.06(c) The City shall provide employees who are in receipt of the Long Term Disability plan benefit, benefit coverage under the Extended Health Care, Group Life Insurance, and Dental plans.

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

12.06(d) Effective September 1, 2004, those employees who commenced receipt of Long Term Disability Benefits on or before the effective date set forth in Column 1 shall receive the monthly increase set forth in Column 2.

**Column 1**

**Column 2**

Receiving L.T.D. Benefits as of: Increase Received:

December 31, 1998 \$30.00 per month

December 31, 1993 \$60.00 per month

12.06(e) Employees will be eligible for LTD benefits as follows

~~An employee's long-term disability benefit payments will cease at the end of the month in which the employee turns age 65.~~

~~Following that date the employee will not be eligible for benefits outlined in clauses 12.02, 12.03, 12.04 and 12.05 or for LTD benefits.~~

(i) All employees who have been approved for or receiving Long Term Disability (LTD) benefits as of the date of ratification of this Agreement will retire at the end of the month in which the employee turns sixty-five (65) years of age and will not be eligible for the benefits outlined in clauses 12.02, 12.03, 12.04, and 12.05 or for LTD benefits after their retirement date.

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

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benefits until they reach age sixty-five (65).

- (iii) Employees who are actively at work and working at sixty-three (63) years of age or older and become continuously ill for twenty-six (26) weeks will be eligible to apply for LTD benefits and will have a third-party medical assessment (performed by the City's benefit carrier) to determine the status of their disability. The assessment process will be consistent with the medical assessment process in place at the time for employees under age sixty-five (65) who are applying for LTD benefits.

If an employee is approved for LTD benefits based on medical evidence, the employee will be provided with **seventy percent (70%)** of their annual salary at date of illness, for a lifetime maximum period of eighteen (18) months (subject to the limitations contained in this clause), commencing twenty-six (26) continuous weeks from the date that they became disabled, and subject to the employee's ongoing obligations to provide evidence of continuing disability. In consideration for the benefits provided in this clause, the employee will retire from the City of Toronto after the completion of the two (2) year disability period (i.e., twenty-six (26) continuous weeks plus eighteen (18) months of LTD) and will not be eligible for the benefits outlined in clauses 12.02, 12.03, 12.04, and 12.05 or for LTD benefits after their retirement date.

- (iv) If an employee returns to work prior to the completion of the two (2) year disability period and becomes ill again, they will only be eligible for LTD benefits, if they are off ill or injured for another twenty-six (26) continuous weeks and after being reassessed and approved.

If the above criteria are met, the employee will receive **seventy percent (70%)** of their annual salary at date of illness for a period equal to the difference between any previous disability period, including WSIB benefits, that was incurred after the employee reached age sixty-three (63) and the two (2) year maximum.

- (v) Where an employee over the age of sixty-three (63) goes off on illness and does not have IIP days or sick leave days, the employee will be reported off illness no credit/no pay and will be eligible to apply for sick benefits with Employment Insurance for the first twenty-six (26) continuous weeks or the period of no pay status.
- (vi) Notwithstanding anything else contained in this clause, employees will not be eligible for LTD benefits beyond the end of the month in which they attain seventy (70) years of age, and all LTD payments shall cease at that time.
- (vii) The two (2) year City funded disability period (i.e., twenty-six (26) continuous weeks and 18 months of LTD), will be considered an "Approved Leave of Absence" with respect to OMERS. The employee will have the option, as permitted by law, to buy back this period from OMERS at his/her expense. If the employee chooses not to purchase this period, it will not be considered eligible service.



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**Expedited Process**

12.06(f) In the event that a difference arises relating to the interpretation, application or administration of said procedure clause 12.06(e), the following expedited dispute resolution procedure shall be followed:

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

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

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

W. Kaplan

L. Davie

D. Starkman

D. Randall

K. Petryshen

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

**Change of Marital Status or Dependants**

12.07 Each employee shall report any changes in marital status or increase or decrease in dependants **without delay** ~~within thirty (30) days of the life event change~~, and if failure to report any such changes results in any overpayment by the City, the employee shall reimburse the City in the amount of such overpayment. ~~Should the employee fail to reimburse the City, such arrears shall be treated as an overpayment and recovered in accordance with clause 6.10.~~

**Benefits Monitoring Committee**

12.08 A Benefits Monitoring Committee shall be established consisting of up to four (4) representatives from each of Local 79 and the City. This Committee shall be jointly chaired by the Director, Pension, Payroll and Employee Benefits, and the President of Local 79, or their designates.



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	<p>The objective of the Committee will be to address issues of concern arising out of the administration of the benefit plan including the review of any special circumstances where employees incur extraordinary expenses within the parameters of the plan and to review the plan and, if the parties both agree, to make joint recommendations regarding the plan so as to ensure that it meets the needs of Local 79 and the City.</p> <p>The Committee shall meet at the request of either party.</p> <p><b><u>Benefit Plan Book</u></b></p> <p>12.09 The City shall provide each employee a copy of the benefit plan book and shall provide updates when they occur. The City shall provide Local 79 with a copy of the benefit plan book and updates for proof-reading and comment prior to its distribution to employees.</p> <p><b><u>Change in Carrier</u></b></p> <p>12.10 Should there be a change of the carrier of any or all of the employee benefits set forth in this Article, such change of carrier shall not itself result in a change in benefit levels.</p> <p><b><u>Benefit Utilization and Premium Rates</u></b></p> <p>12.11 Six (6) weeks prior to the implementation of new premium rates, the City shall meet with Local 79 to discuss the criteria used to determine the new rates.</p> <p>Within six (6) months after the end of each benefit year, the City will provide Local 79 with the utilization of the health and dental benefits, by category, e.g. drugs, for the last year, as well as the underwriting arrangements and administrative charges.</p> <p><b><u>Benefits Representative</u></b></p> <p>12.12 Leave of absence, with pay, shall be granted to one (1) full-time Benefits Representative.</p>
<p><b><u>LETTER OF INTENT USE OF EMPLOYMENT</u></b></p>	<p>The Union agrees to use the EI rebate to offset the cost of benefits.</p> <p>Flow through to all Part Time Agreements as appropriate</p>

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<b>INSURANCE REBATE</b>	
<b>ARTICLE 15 JOB POSTINGS</b>	
	<div style="text-align: right;"><b>March 2, 2106</b></div> <p><b>The City amends it's proposal as follows:</b></p> <p><b>Amend Article 15 as follows:</b></p> <p>15.01(a) Whenever appointments to or promotions to a permanent position within the City are to be made or where it is expected that there is a temporary assignment of one year or more the Division Head concerned shall notify the Executive Director of Human Resources of the City accordingly, setting forth the duties of the permanent position and/or temporary assignment and the qualifications required. The Executive Director of Human Resources shall arrange for the permanent position and/or temporary assignment to be made known to all employees through as a Job Posting through the City's job posting portal. Applicants for such Job Postings shall be considered on the basis of any or all of the following factors: seniority, education, training and work experience, ability and appraisal of past performance.</p> <p>15.01(b) Temporary assignments are not intended to be used for the back filling of permanent positions unless there is a sound operational reason to do so (e.g. the position may be deleted in the near future, the Division is anticipating a re-organization, or another employee has a claim to the position).</p> <p>15.01(c) Permanent employees who are placed in a temporary assignment shall retain their permanent status.</p> <p>15.01(d) A permanent employee shall return to his/her base position at the end of the temporary assignment. <b>A temporary employee shall be treated in accordance with Article 21 when his/her temporary assignment comes to an end.</b> <del>A temporary employee shall return to temporary work in his/her former Division, if available.</del></p> <p>15.01(e) The Executive Director of Human Resources shall:</p> <p style="padding-left: 20px;">(i) <b>Arrange for the posting of available permanent positions and/or temporary assignments covered under this Article. Effective 150 days following the date of ratification of this collective agreement, such vacancies shall only be posted on the City's job posting portal.</b>  <del>Send copies of Job Postings, in accordance with clause 15.02, to all City Divisions. The Division Head shall ensure the postings are prominently displayed so that all employees are made aware of the permanent positions and/or temporary assignments available.</del></p>

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(ii) Provide electronic copies of any Job Postings covered under this Article to the Recording Secretary of Local 79 prior to the ~~posting-the internal-posting~~ electronically or otherwise.

(iii) **Ensure the postings are accessible to employees on the City's job posting portal.**

15.01(f) Job Postings will be issued and shall state:

- (i) the general duties of the permanent position and/or temporary assignment;
- (ii) the Division, Section and work location known at the time of the posting;
- (iii) the bargaining unit in which the permanent position and/or temporary assignment is situated;
- (iv) the length of the temporary assignment, known at the time of posting;
- (v) the wage range and wage grade;
- (vi) the qualifications required;
- (vii) the procedure for making application;
- (viii) the time limit for receiving application(s)
- (ix) the contact person;
- (x) the ~~assessments examinations~~, if any, which candidates must undergo for the permanent position and/or temporary assignment will be held in the Human Resources Division unless otherwise indicated;
- (xi) whether a Candidate List or an Eligibility List, but not both, will be established from the Job Posting;
- (xii) whether the permanent position and/or temporary assignment is existing or new;
- (xiii) the job evaluation code number, if one exists;
- (xiv) the number of permanent positions and/or temporary assignments known at the time of posting; and,
- (xv) the hours of work known at the time of posting.

15.01(g) A job posting shall be limited to only:

- (i) an opportunity as per Article 15.12 (a)(i) (or opportunities as per clause 15.12(a)(ii)), for promotion, in a specific position; or
- (ii) to an opportunity as per Article 15.12(a)(i) (or opportunities as per Article 15.12(a)(ii)), for appointments, in a specific position;

15.01(h) The time limit provided in the foregoing **15.01(f)(viii)** hereof shall not be less than two (2) weeks from the date of

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	<p>issue of the Job Posting provided that the Executive Director of Human Resources may, upon notice to Local 79, establish a shorter period.</p> <p>15.01(i) An employee covered by the Long Term Care Homes and Services Part-Time Collective Agreement, the Unit B Part-Time Collective Agreement or the Recreation Workers Part-Time Collective Agreement, as the case may be, shall have access to the Job Posting procedure as set out in Article 15 herein.</p> <p>15.01(j) Prior to a permanent position and/or temporary assignment being posted through the Job Posting procedure those employees who have submitted a request for transfer prior to the date of posting (as per Article 14, Transfers) shall be given consideration for such permanent position and/or temporary assignment.</p> <p>15.01(k) Priority for Job Postings under this Article shall be given to applicants from any of the Local 79 Bargaining Units.</p> <p>15.02(a) Permanent positions and/or temporary assignments will be posted within the Toronto Public Service. The first consideration will be given to internal applicants and outside advertising will only take place in the event that the Executive Director of Human Resources and the Division Head concerned believe that there may not be <del>a sufficient number</del> of employees within the Toronto Public Service with the qualifications required. In this event, the permanent position(s) and/or temporary assignment(s) will be advertised simultaneously inside and outside the Toronto Public Service. <del>When positions are advertised simultaneously inside and outside the Toronto Public Service first consideration will be given to internal applicants.</del></p> <p><del>15.02(b) In the event that a permanent position(s) and/or temporary assignment(s) is posted internally and the internal posting results in an insufficient number of qualified internal candidates to fill the vacancies, the City may advertise post the same specific permanent position and/or temporary assignment(s) externally.</del></p> <p>15.03(a)(i) Applications for available permanent positions and temporary assignments shall be made <del>as directed on the job posting, on forms supplied by the Human Resources Division.</del> <b>Employees shall retain the right to submit hard copy application(s) until December 31, 2017.</b></p> <p>(ii) An employee may apply for a permanent position and/or temporary assignment in his/her classification outside his/her present section or in a classification that is at the same, or higher or lower rate of pay than his/her present classification.</p> <p>(iii) A temporary employee may also apply for a permanent position within his/her job classification and present section.</p> <p>(iv) An employee who was considered for a transfer under Article 14 for the same specific posted position/assignment and who was assessed and deemed not qualified, shall not be considered when the</p>
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same specific position/assignment is then posted under this Article, provided that the position is posted within two (2) months from the date the employee was assessed.

15.03(b) The Executive Director of Human Resources and the Division Head concerned will conduct a joint preliminary review of applications received to make a fair and objective determination as to whether applicants meet the required qualifications for the **posted** permanent position and/or temporary assignment to be filled.

15.03(c) An employee whose application has been rejected because of insufficient qualification(s) for the permanent position and/or temporary assignment shall be notified in writing at least seven (7) calendar days prior to the date of the examination assessment. **An employee whose application is rejected, may contact the Human Resources representative to receive feedback on the reason(s) why his/her application was rejected.**

15.03(d) Any applicant who has a complaint regarding the procedure or any other matter may have his/her complaint placed before the Executive Director of Human Resources.

15.04 If, after the review of employee applications, the Executive Director of Human Resources and the Division Head concerned agree that an assessment(s) is not necessary to confirm candidates' qualifications for a permanent position and/or temporary assignment, the Executive Director of Human Resources will forward to the Division concerned, in order of seniority, the names and seniority dates of qualified candidates.

Assessments

15.05(a) The Executive Director of Human Resources and the Division Head concerned will decide jointly on the need for an assessment(s) ~~examination(s)~~ for the purpose of determining qualified candidates for the permanent position and/or temporary assignment. Should passing an assessment(s) ~~exam~~ be required to qualify for a particular permanent position and/or temporary assignment, it will be conducted in a manner that will provide a fair assessment of those candidates being assessed using the same set of standards.

15.05(b) ~~Assessments Examinations~~ will take the form of written test(s), practical, physical / skill tests, interview panel or any combination thereof to ensure candidates are assessed ~~examined~~ for the qualifications and skills considered most important to the permanent position and/or temporary assignment.

Deemed Qualified

15.05(c) Where an applicant has performed the duties of the specific permanent position and/or temporary assignment that is the subject of the Job Posting, for at least one (1) year or the equivalent aggregate hours, and the employee has performed this work within the six (6) months preceding the Job Posting, then the candidate will be deemed to be qualified and will not be required to participate in an assessment.



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- 15.05(d) Where there are more candidates than required to fill the posted vacancies, the Executive Director of Human Resources and the Division Head may jointly determine that not all candidates will be assessed. In this case, the most senior candidates will be assessed. Upon request by the union, the City shall provide the number of Local 79 applicants and a list of Local 79 applicants, in seniority order, who were assessed.
- 15.06 Should an assessment(s) ~~examination(s)~~ be required, candidates will be advised in writing by the Executive Director of Human Resources of the type of assessment(s) and when and where the assessment(s) will be conducted.
- 15.07 Interview panel members will jointly complete a candidate evaluation form. Evaluation forms will be retained by the Executive Director of Human Resources and copies will be available for review by the Human Resources Division with the approval of the candidate within forty-five (45) days of being advised of the interview panel decision. Candidate evaluation forms completed on a candidate for a specific position will have no relevancy to any other position for which an employee might apply. The Interview Panel is responsible for qualifying candidates for the position.

**Feedback**

- 15.08 ~~Within forty-five (45) days of notification of the results of his/her examination and upon request to the Executive Director of Human Resources, candidate(s) will receive feedback on his/her interview and/or review his/her test paper, by appointment with staff of the Human Resources Division.~~ **A candidate who wishes to receive feedback on his/her assessment may, within forty-five (45) days of notification of his/her assessment results, contact the Human Resources Division who will arrange an appointment for the candidate to meet with the appropriate staff (i.e. someone involved in assessing the candidate), involved in developing or administering the assessment(s) to provide the candidate with feedback.** During the appointment the candidate will be provided with feedback on his/her interview and/or the opportunity to review his/her written test paper.
- 15.09 Candidates who do not comply with the procedures and guidelines established for conducting assessments shall be disqualified from further consideration as a candidate.
- 15.10 Upon completion of the assessment(s), the Executive Director of Human Resources will advise all candidates in writing of their results, and will forward to the Division concerned, in order of seniority, the names and seniority dates of the successful candidates for selection.

**Selection:**

- 15.11(a) The selection decision will be based upon the criteria as set out in sub-clause 15.01(a) hereof. If other than the senior candidate(s) from the list of candidate(s) who meet the required qualifications is selected, the Division Head

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will advise the Executive Director of Human Resources in writing, giving reasonable justification for the selection of candidate(s) with less seniority. Such justification must demonstrate a fair and objective basis for the selection decision and for the separation between the successful candidate(s) and the unsuccessful senior candidate(s).

- 15.11(b) The Executive Director of Human Resources will notify all candidates who were not selected for the permanent position and/or temporary assignment. Where a less senior candidate is selected, candidates with greater seniority shall be provided with the Division Head's justification.

Candidate and Eligibility Lists

- 15.12(a) A list of the qualified candidates from each Job Posting shall be either:

- i) a Candidate List which shall only be valid for the filling of the posted permanent position(s) and/or temporary assignment(s) and for any additional vacancies in the specific position(s)/assignment(s) not known at the time of the posting, that become available within a period of (1) month after the posted permanent position(s) or temporary assignment(s) has been filled, or
- (ii) an Eligibility List which shall be valid for the filling of posted current and/or future permanent positions and/or temporary assignments in the specific position(s) that were the subject of the Job Posting during the period that the Eligibility List is in effect.

Upon request, an electronic list of qualified candidates and their seniority will be supplied to Local 79 for any specific job posting. The identity of non-Local 79 candidates will not be included.

- 15.12(b) The Candidate List or Eligibility List will be formed in accordance with clauses 15.04 or 15.10, as the case may be. Eligibility Lists will become effective upon receipt by the Division concerned. Subject to sub-clause 15.12(f) below, Eligibility Lists will be used to select the successful candidate for each successive permanent position and/or temporary assignment which arises during the period that the Eligibility List is in effect.

Expiry of Eligibility List

- 15.12(c) An Eligibility List shall remain in effect for six (6) months unless depleted (i.e. there are no candidates left on the list) before that time. If the Eligibility List is depleted; or upon the expiry of the six (6) months, whichever comes first, the City may:  
~~any permanent position and/or temporary assignment in question shall be the subject of further Job Posting(s).  
 When the Eligibility List expires at the end of the six (6) month period, any permanent position(s) and/or temporary assignment(s) that become(s) available shall be the subject of further Job Posting(s)~~

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- (i) Replenish the Eligibility List by considering applicants from the original posting who were not considered in accordance with 15.05(d); or
- (ii) Post the permanent position(s) and or temporary assignment(s) in accordance with this Article

15.12 (d)(e) Notwithstanding the first sentence of clause 15.01(a), further Job Postings shall not be issued for the permanent position and/or temporary assignment in question during the period the Eligibility List is in effect.

15.12 (e)(f) Each selection decision for the Job Posting shall be made in accordance with clause 15.11 from the candidates on the Candidates List or Eligibility List. Should a less senior candidate be chosen from the Candidate List or Eligibility list, the candidates with greater seniority shall be notified.

Eligibility List Depleted or Candidates Decline:

15.12 (f) Candidates on the Eligibility List shall have the right to decline an offered permanent position and/or temporary assignment once. ~~(i) In the event that a candidate on the Eligibility List declines a second offered permanent position and/or temporary assignment, his/her name shall be struck from the Eligibility List and he/she shall not be considered for any future permanent position(s) and/or temporary assignment(s) during the remainder of the period that the Eligibility List is in effect. (ii) In the event that all remaining candidates on an Eligibility List decline the same offered permanent position and/or temporary assignment, the City shall have the right to fill the permanent position and/or temporary assignment externally without any obligation to re-post it. or if the list is depleted (i.e. there are no candidate(s) left on the list) prior to the six (6) month period that the Eligibility List would have been in effect, the City may consider applicants who were not previously considered in accordance with 15.05(d) to replenish the Eligibility List. If there are no candidates left under 15.05(d), the City shall have the right to fill the permanent position and/or temporary assignment externally without any obligation to re-post it during the six (6) month period that the Eligibility List would have been in effect.~~

15.12(g) Eligibility lists will only be established by the City in respect to Job Postings where:

- (i) a **large** number of placements are anticipated in the specific permanent position and/or temporary assignment that are the subject of the Job Posting in question during the six (6) months following issue of the Job Posting;
- (ii) a **high** turnover is anticipated in the specific permanent position and/or temporary assignment that is the subject of the Job Posting in question during the six (6) months following the issue of the Job Posting.

Reversion Period

15.13(a) All successful candidates in either a permanent position and/or temporary assignment shall be subject to a three

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- (3) month assessment period which will be extended when an employee is absent in excess of ten (10) working days during the period of assessment. In this case, the assessment period will be extended by the length of the absence.
- 15.13(b) A joint performance review will be conducted between the employee and the Division Head after the employee's first six (6) weeks in his/her new permanent position and/or temporary assignment to evaluate the employee's performance and suitability or to determine the possibility of reversion.
- 15.13(c) Should the permanent position and/or temporary assignment be confirmed, the three (3) month assessment period shall count toward the six (6) month probationary period defined in Article 4 if said employee had not completed such period prior to promotion.
- 15.13(d) Should a reversion be necessary, the three (3) month assessment period or any part thereof served in his/her new permanent position and/or temporary assignment shall not count towards the six (6) month Probationary Period if said employee had not completed his/her Probationary Period prior to promotion as set out in Article 4.
- 15.14(a) Should a reversion be necessary or requested by an employee who was a permanent employee prior to his/her promotion to either a permanent position or temporary assignment, the employee shall be reverted to his/ her former position and wage rate, if the position has not been filled during the interim period. If the former position has been filled, the employee will be reverted to a position reflecting the wage rate earned by the employee prior to the placement. The time served in the position prior to his/her promotion to either a permanent position or temporary assignment will count towards the service required to qualify for an increment as set out in clauses 6.03 and 6.04 of Article 6.
- 15.14(b) Should no substitute position be available for such permanent employee, a supernumerary position at the pre-placement wage rate will be created for the employee until such time as a position becomes available. The time served in his/her former position prior to his/her promotion to either a permanent position or temporary assignment will count towards the service required to qualify for an increment as set out in clauses 6.03 and 6.04 of Article 6.
- 15.14(c) Should a reversion be necessary, the resulting vacancy may be filled using the same Eligibility List (if not depleted) or Candidate List that was established when the position was originally posted.

**Accommodation Placements**

- 15.15 Any employee who is no longer capable of performing his/her full required duties by reason of disability, may be placed in a suitable position, if such position is available, on the recommendation of the Executive Director of Human Resources without regard to the other clauses of this Article.

**Scheduling of Assessments Examinations**



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- 15.16 Whenever possible, assessments will be held during working hours. The Division Head will grant leave of absence with pay to those employees in the Division who have made application for and have been accepted for admission to such assessments. For employees subject to shift work, every effort will be made by the Division Head to re-schedule the employees so that the employees will not be required to work a shift immediately before or after an examination.

**Delete the current LOI: Electronic Job Postings- Pilot, and replace with the following new LOI:**

**LETTER OF INTENT**

**ELECTRONIC JOB POSTINGS AND APPLICATIONS**

Within 120 days of the ratification of the Collective Agreement, the City shall :

1. Ensure that all employees are provided with the link and instructions on how they can access the City's job posting portal through the City's Intranet site **and** ~~or~~ through the internet.
2. Explore opportunities where touch down sites may be made available to employees in various work locations for the purpose of accessing the City's HR Job Posting Portal to view and submit job applications. Such touchdown sites will provide employees with access to the City's Internal HR web.
3. Provide employee information sessions at various work locations on how to access and apply to electronic job postings using the City's job posting portal. Such information sessions shall be offered at least four times (4) per year in the first year of the Collective Agreement and then at least twice a year for the life of the Collective Agreement. These sessions shall include the following information:
  - how to access the City's job posting portal
  - how to submit an electronic application using the City's job posting portal
  - The need for applicants to tailor their job application (resume and cover letter) to the posted job.

An employee wishing to attend these sessions may, upon supervisor approval, register for such sessions. Requests to attend these sessions will not be unreasonably denied.



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	<p>4. Meet with the Union to discuss the implementation of the above initiatives.</p> <p>5. Provide the Union with a copy of any communications provided to employees regarding the implementation of the above initiatives.</p> <p>It is understood that any disputes arising from the operation of this Letter of Intent shall not be the subject of a grievance.</p> <p>This Letter of Intent shall expire on December 30, 2019.</p>
<b>ARTICLE 17 LEAVE OF ABSENCE</b>	
<b>17.10(a)</b>	<p>Amend Clause 17.10(a) as follows:</p> <p><b><u>Leave of Absence for Full-time Local 79 Positions</u></b></p> <p><del>Retroactive to January 1, 2002,</del> An employee who is elected or appointed to a full-time position within Local 79 shall, upon request of Local 79, be granted such leave of absence provided that such leave shall involve no cost to the City <del>except that during the period of leave he/she shall continue to accrue sick credits in his/her sick bank or LLP for use upon the end of such leave in accordance with the provisions of the Collective Agreement.</del></p> <p>Upon the expiration of his/her term of office, the employee shall be returned to his/her previous position, if such is available or if no such position is available upon consultation with the employee concerned, to a position in a classification comparable to the one he/she was employed in prior to taking office</p> <p>Flow through to LTCH&amp;S Agreement.</p>
<b>17.19</b>	<p><b>Amend clause 17.19 as follows.</b></p> <p><b><u>Local 79 Negotiating Committee</u></b></p> <p>The City will recognize a Negotiating Committee of up to <b>fourteen (14)</b> <del>twelve (12)</del> <del>sixteen (16)</del> members from the Full</p>

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	<p><b>Time Unit</b> selected by Local 79. Leave of absence without loss of pay or benefits and with accumulation of seniority and service shall be granted to members of the Local 79 Negotiating Committee for the purpose of preparing bargaining proposals and negotiating a Collective Agreement or amendments thereto. <del>up to filing for conciliation by either party.</del> The name of each of the members of the Negotiating Committee shall be provided in writing to the Executive Director of Human Resources <b>at least four (4) weeks prior to the commencement of the leave.</b> Requests for <del>unpaid</del> paid leave of absence for additional members of the Negotiating Committee shall be considered on a case by case basis.</p> <p><del>Flow through to Part Time B and LTCH&amp;S Agreements.</del> <del>Flow through to REC as appropriate.</del></p>
<b>ARTICLE 21 EMPLOYMENT SECURITY AND REDEPLOYMENT</b>	
	<p style="text-align: right;"><b>March 2, 2017</b></p> <p><b>The City amends its proposal as follows:</b></p> <p>The following proposal represents a combination and replacement of current Article 21 Employment Security and Redeployment and Article 35 Layoff and Recall.</p> <p><b>Amend Article 21 as follows.</b></p> <p style="text-align: center;">Article 21 EMPLOYMENT SECURITY, REDEPLOYMENT, LAYOFF AND RECALL</p> <p>PERMANENT EMPLOYEES:</p> <p><b><u>Deletion of Permanent Positions</u></b></p> <p>21.01 (a) The City may place in other positions any permanent employee(s) who will be displaced and may be laid off for reason of:</p> <p style="padding-left: 40px;">(i) technological improvements in the operation of the City;</p>

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- (ii) the contracting out of any work now performed by employees; or
- (iii) the deletion or elimination of a position or job classification.
- (b) Prior to deleting a permanent position or job classification in the bargaining unit where there is a permanent incumbent, the City will provide Local 79, at least (60) calendar days written notice.
- (c) The notice to the Union shall contain an invitation from the Director, Employee and Labour Relations, to meet within ten (10) calendar days for the purpose of discussing the proposed deletion(s).
- (d) The City shall commence the layoff process for employee(s) whose position has been identified for deletion, no less than fourteen (14) calendar days after the date the notice was issued to the Union under clause 21.01(b).
- (e) The City will provide a permanent employee, whose position has been identified for deletion, no less than thirty (30) calendar days of written notice of layoff with a copy provided to the Union.

**Joint Redeployment Committee**

21.02 A Joint Redeployment Committee shall be established to discuss the placement of a permanent employee(s) who received notice under clause 21.01(e).

(a) The Joint Redeployment Committee will:

- i) review the City's proposed redeployment plan;
- ii) review vacant permanent positions that the City has identified as a potential match for the employee(s);
- iii) meet with the affected employee(s) to advise them of the redeployment process and address any questions they may have about the layoff process.

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

- i) list of names, seniority dates and Division/Section of affected employee(s);
- ii) a list of available vacant permanent positions ( including location, shift information, job number and title, number of openings, wage grade, salary range and bi-weekly hours) ;
- iii) a list of available vacant permanent positions that the City has identified as potential matches to the displaced employee(s) (including current work location, hours of work, hourly wage and shift, if applicable);
- iv) the rationale for the position deletion, including staffing and financial information that the City considers pertinent to the placement process of a permanent employee who has received notice under 21.01(e).

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	<p>21.03 No further notice to the Union shall be required for any subsequent layoffs that may occur as a result of the initial notice of position deletion under this Article.</p> <p><b><u>Layoff Process for Permanent Employees</u></b></p> <p>21.04 The City will provide a permanent employee who has been identified for layoff, for reason other than position deletion, no less than fifteen (15) calendar days written notice of layoff with a copy of said notice to the Union. The Union will be invited to attend the meeting when the employee receives notice.</p> <p>21.05 Subject to clauses 4.01, 20.01(a) and 20.03, a permanent employee who has received notice of layoff in accordance with clause 21.01(e) or 21.04, shall elect within five(5) calendar days one of the following options:</p> <ul style="list-style-type: none"> <li>(i) to be laid off and placed on the recall list; or</li> <li>(ii) to accept a voluntary separation package, if offered by the City; or</li> <li>(iii) to retire from the City, if eligible; or</li> <li>(iv) to have his/her employment terminated and be paid in accordance with the <u>Employment Standards Act</u>, 2000, as amended; or</li> <li>(v) exercise his/her seniority rights to displace an employee in the manner described in clause 21.07 below.</li> </ul> <p>21.06 Notwithstanding any provisions under this Article, the City may at any point during the layoff process place a permanent employee, who has received notice of layoff, into a vacant permanent position that the employee is qualified to perform. The permanent placement shall be in an available vacant position that is higher, equal to, or no more than <b>four (4) <del>three-(3)</del></b> wage grades below the employee's base wage grade.</p> <p>21.07 (a) Subject to clauses 4.01, 20.01(a), and 20.03, a permanent employee who elects to displace in accordance with 21.05(v) and provided that the employee is qualified to perform the work required, the employee shall:</p> <ul style="list-style-type: none"> <li>i) displace the most junior permanent employee in the same job classification and Division, or if this is not possible, then</li> <li>ii) displace the most junior permanent employee in the same job classification City-wide, or if this is not possible, then</li> <li>iii) displace the most junior permanent employee in the same wage grade City-wide, or if this is not possible,</li> </ul>
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	<p>then</p> <ul style="list-style-type: none"> <li>iv) displace the most junior permanent employee in the next lower wage grade (one wage grade below the employee's base wage grade) City-wide, or if this is not possible, then</li> <li>v) displace the most junior permanent employee, in the next lower wage grade (two wage grades below the employee's base wage grade) City-wide, or if this is not possible, then</li> <li>vi) displace the most junior permanent employee, in the next lower wage grade (three wage grades below the employee's base wage grade) City-wide, or if this is not possible, then</li> <li>vii) displace the most junior permanent employee, in the next lower wage grade (four wage grades below the employee's base wage grade) City-wide, or if this is not possible, then</li> <li>viii) <b>displace the most junior permanent employee, in the next lower wage grade (five wage grades below the employee's base wage grade) City-wide, or if this is not possible, then</b></li> <li>ix) <b>displace the most junior permanent employee, in the next lower wage grade (six wage grades below the employee's base wage grade) City-wide.</b></li> </ul> <p>(b) If the permanent employee cannot displace an employee in accordance with clause 21.07(a), and provided that the employee is qualified to perform the work required, the employee shall:</p> <ul style="list-style-type: none"> <li>i) be placed in a vacant temporary position within his/her job classification and Division, or if this is not possible, then</li> <li>ii) displace any temporary employee who has at least six (6) weeks remaining in his/her assignment, in reverse order of seniority within the employee's same job classification and Division, or if this is not possible, then</li> <li>iii) displace any temporary employee who has at least six (6) weeks remaining in his/her assignment, in reverse order of seniority within the same job classification City-wide.</li> </ul> <p>(c) Provided that the permanent employee is qualified to perform the work required, when the employee's temporary assignment under clause 21.07(b) comes to an end, the permanent employee will be placed in a temporary position in accordance with 21.07(b)(i), (ii) and then (iii) above. In the event that this is not possible, the permanent employee shall be laid off and placed on the recall list.</p> <p>(d) A permanent employee who is placed in a temporary assignment as a result of 21.07(b) or (c) shall not lose his/her permanent status.</p>
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21.08 In the event there are two (2) or more employees who are qualified to perform the work of an available vacant permanent position, the employee with the most seniority shall be placed in the position and the other employee(s) will continue to be dealt with in accordance with this Article.

21.09 If a permanent employee cannot be placed or displace in accordance with this Article, the permanent employee will be laid off and placed on the recall list under the original notice of layoff issued under this Article.

21.10 Notwithstanding clause 43.05, a permanent employee who has received notice of layoff while participating in the Part - Time Program under Article 43 or Article 44, shall be treated in accordance with this Article.

**Training for permanent employee(s):**

21.11 When the City identifies a permanent position into which the permanent employee may be placed, and the City determines such placement may require up to a maximum of one (1) month training for the employee to be able to perform the required work, the City shall provide the training, at its expense, that it considers necessary. To the extent that it is practical to do so, training will be provided during the employee's regular working hours.

**Wage Protection**

21.12(a) A permanent employee, who is placed in a permanent position, **in accordance with clause 21.06 or 21.07(a), that is up to four wage grades below the employee's pre placement base wage grade**, will continue to receive the hourly rate he/she was receiving prior to placement. This rate protection will extend for the twenty-four (24) month period immediately following the date he/she was placed in the lower wage grade (the "Wage Protection Period"). Following the expiry of the Wage Protection Period, the employee will then receive the actual hourly rate of his/her new position. The change in hourly rate will be effective the first day of the pay period following the expiry of the Wage Protection Period.

(b) An employee who is placed in a permanent position in accordance with 21.06 or 21.07(a) and who is subsequently re-matched in accordance with 21.14 to a wage grade that is **up to four wage grades below his/her pre-layoff base wage grade**, shall receive wage protection in accordance with 21.12(a) for his/her remaining Wage Protection Period.

(c) In those cases where an increment structure would apply, no further increments applicable to the permanent employee's former position shall be granted following his/her placement

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- (d) A permanent employee, who is placed in a permanent position, in accordance with clause 21.07(a), that is five or six wage grades below the employee's pre placement base wage grade will receive the actual hourly rate of his/her new position.

21.13 A permanent employee who receives wage protection under clause 21.12(a), will receive a lump sum retirement payment, provided that both of the following conditions are satisfied:

- i) the employee retires in the twelve (12) month period (the "Additional Wage Protection Period") immediately following the above-noted Wage Protection Period; and
- ii) the employee retires from the position to which he/she was placed in accordance with this Article.

The lump sum retirement payment shall be equal to the difference between the rate the employee was receiving prior to his/her permanent placement and the rate applicable to his/her new permanent position for all regular hours worked, during the Additional Wage Protection Period, and shall be considered pensionable earnings.

**Re-Match Period**

21.14 Within three (3) months of the placement of a permanent employee under clause 21.06 or 21.07(a), the City may determine that the placement is not an appropriate match. In this case, under the original notice of layoff issued under this Article:

- i) the City shall meet with the employee to advise him/her in writing that it has determined that the placement is not appropriate with a copy to the union. The Union will be invited to attend the meeting with the employee.
- ii) the City may place the employee in a permanent vacancy in accordance with 21.06. If this is not possible, then
- iii) the employee shall exercise his/her remaining rights to displace another employee in accordance with 21.07.

**Right to Return**

21.15 A permanent employee whose position was deleted, shall have the right to return to the position within the classification held prior to the notice of layoff should it become vacant during the twelve (12) month period following placement provided that the vacant position is in the same division and section and unit as the position formerly held by the employee. In the event that there is more than one person wishing to return to the position within the classification,

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seniority shall govern.

**Rights of Permanent Employees While on Layoff**

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

- (a) the right to be recalled provided not more than twenty-four (24) months have elapsed from the date the employee was laid off;
- (b) the option to continue health and dental benefits coverage under Article 12 for a three (3) month period following layoff, provided that the permanent employee was in receipt of benefits at the time of layoff. If an employee elects this option, he/she shall pre-pay to the City the full cost of such benefits;
- (c) the right to apply and/or proceed in a job posting in accordance with Article 15 Job Postings. The right to apply and/or proceed in such job posting shall not extend beyond the period of recall as set out in 21.16(a).

**Recall Process for Permanent Employees**

21.17(a) If and when a vacancy becomes available, a permanent employee on layoff shall be recalled, in order of his/her seniority, provided that:

- i) not more than twenty-four (24) months have elapsed from the date the employee was laid off, and
  - ii) the employee is qualified to perform the work required, and
  - iii) the permanent vacancy is at a wage grade equal to or lower than the employee's permanent pre-layoff wage grade; or
  - iv) the temporary assignment is at the same wage grade as the employee's pre-layoff wage grade.
- (b) A permanent employee who refuses recall shall be deemed to have terminated his/her employment.
  - (c) Notwithstanding 21.17(b), a permanent employee may refuse recall once to a permanent position that is lower than his/her pre-layoff wage grade
  - (d) A permanent employee who fails to report to work within ten (10) calendar days of recall without providing a reason satisfactory to the City shall be deemed to have terminated his/her employment.
  - (e) It is the responsibility of every employee on lay off to notify the City promptly of any change in telephone number, email and/or address and to provide the City with an updated resume to assist in the recall process.

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21.18 If a laid off permanent employee is recalled to or is placed in accordance with 21.17(a) or 21.16(c) in a temporary assignment, the permanent employee shall:

- i) retain his or her permanent status
- ii) remain in that assignment for the duration of the assignment until it has been completed. This will not preclude the employee from applying for a position under Article 15; and
- iii) be laid off and placed on the recall list once the temporary assignment has been completed, **provided that at the time that the temporary assignment is completed, there is no permanent vacancy at the employees permanent pre-layoff wage grade that he/she is qualified to perform.**

**TEMPORARY EMPLOYEES:**

**Notice to Temporary Employees**

21.19 A temporary employee who has been identified for layoff shall receive a written notice of layoff and proceed through the layoff process as provided in this Article. The written notice of layoff shall be copied to the Union at the same time it is issued to the affected employee.

**Layoff Process for Temporary Employees**

21.20 (a) Subject to clauses 4.01, 20.01(a) and 20.03, a temporary employee(s) who has received notice of layoff in accordance with clause 21.19, provided the employee is qualified to perform the work required, the employee shall:

- (i) displace a temporary employee, in reverse order of seniority, within the same job classification and Division, provided the employee being displaced has at least six (6) weeks remaining in his/her temporary assignment, or if this is not possible, then
  - (ii) displace a temporary employee in reverse order of seniority within the same job classification City-wide, provided the employee being displaced has at least six (6) weeks remaining in his/her temporary assignment
- (b) Notwithstanding the foregoing, the City may at any point during the layoff process place a temporary employee in a vacant temporary assignment in the employee's job classification provided that the employee is qualified to perform the work required.

21.21 If the temporary employee cannot be placed or displace an employee in accordance with clause 21.20, the employee



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shall be laid off.

**Rights of Temporary Employees While on Layoff**

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

- (a) The right to be recalled provided no more than twenty-four (24) months have elapsed from the date the employee was laid off;
- (b) The option to continue health and dental benefits coverage under Article 12 for a three (3) month period following layoff, provided that the temporary employee was in receipt of benefits at the time of the layoff. If an employee elects this option, he/she shall pre-pay to the City the full cost of such benefits;
- (c) The right to apply or proceed in a job posting pursuant to Article 15, either prior to being laid off, or after he/she has been laid off. The right to apply and/or proceed in such job posting shall not extend beyond the period of recall as set out in clause 21.22(a).

**Recall of Temporary Employees**

21.23 (a) Subject to 21.22(a), if and when a vacant temporary assignment becomes available, a temporary employee who has been laid off under this Article shall be recalled in order of his/her seniority provided that :

- i) not more than twenty four (24) months have elapsed from the date that the employee was laid off; and
  - ii) the employee is qualified to perform the work required, and
  - iii) the vacant temporary assignment is at the same wage grade or up to three (3) wage grades below the employee's pre-lay off base wage grade, and
  - iv) provided there is no permanent employee who is qualified to perform the work required , who can be recalled in accordance with this Article.
- (b) A temporary employee who refuses recall ~~shall be terminated~~ shall be deemed to have terminated his/her employment.
- (c) A temporary employee who fails to report to work within ten (10) calendar days of recall , without providing a reason satisfactory to the City, shall be deemed to have terminated his/her employment.
- (d) A temporary employee who has been laid off for less than twenty-four (24) months and who has not acquired seniority may be given preference for re-employment to a temporary assignment in his or her pre-lay off wage grade over new hires, provided that the laid off employee is qualified to perform the work.
- (e) It is the responsibility of every temporary employee on layoff to notify the City promptly of any change in telephone number, email and/or address and to provide the City with an updated resume to assist in the recall process.



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	<p><b>PERMANENT AND TEMPORARY EMPLOYEES:</b></p> <p>21.24 The City has the right, at any point during the layoff and recall process, to assess the employee(s)' qualifications and ability to perform the required work for any position that the employee is being considered for.</p> <p>21.25 The Job Posting provisions under Article 15 of the Collective Agreement do not apply to placements under this Article.</p> <p>21.26 All employees to whom this Article applies will cooperate and actively participate in the layoff and recall process. Employees who fail to cooperate with this process without a reason satisfactory to the City, will be laid off and placed on the recall list.</p>
<b>ARTICLE 22 WORKPLACE SAFETY AND INSURANCE BENEFITS</b>	
	<p>Amend Article 22 as follows:</p> <p>22.01 Where in an action or by settlement of a claim arising out of an accident to an employee of the City coming within the Local 79 Unit, the City recovers from a third party as a result of such accident a larger amount, exclusive of costs, than the amount paid to or on behalf of such employee including the costs of the services of the Solicitor for the City, the surplus amount shall be allocated by the City in accordance with the requirements of the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.</p> <p>22.02 Where an employee who is injured in circumstances in which he/she may be entitled to compensation under the Workplace Safety and Insurance Act, 19 97, S.O. 1997, as amended, elects to claim against a third person, he/ she shall, as a condition of receiving Sick Pay or IIP Pay, agree to provide in writing an undertaking to reimburse the City out of the proceeds of any settlement or judgement upon such claim, the amount of money equivalent to the value of such Sick Pay or IIP Pay, may be, and upon his/her having made such reimbursement, his/her accumulated Sick Pay or IIP Pay, shall be restored accordingly.</p> <p>22.03(a) Where an employee who is injured on duty with the City in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, and who has made a claim to the Workplace Safety and Insurance Board in accordance with the Workplace Safety and Insurance Act, 1997, S.O. 1997,</p>

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	<p>as amended, shall, provided he/ she has qualified for Sick Pay or IIP Pay, in accordance with Article 11A (IIP) or Article 11B (Sick Pay), be paid an amount equal to his/her full net pay while the employee is off work and until such time as a ruling has been made by the Workplace Safety and Insurance Board, <del>subject to the employee having sufficient Sick Pay or IIP coverage to cover his/her absence and the employee's co-operation in his/her earliest possible return to work.</del></p> <p>22.03(b) If the employee's claim is denied and the employee has otherwise qualified for Sick Pay or IIP Pay, the denial of the claim shall not act as a bar to the employee claiming benefits in accordance with the provisions of Article 11A (IIP) or 11B (Sick Pay).</p> <p>22.03(c) The full net pay of an employee shall be as determined by the City by deducting from the employee's gross earnings the probable Income Tax, Canada Pension Plan premiums, and Employment Insurance premiums.</p> <p>22.04 Where the Workplace Safety and Insurance Board approves the claim, and for as long as the employee is receiving a full loss of earnings benefit in accordance with Section 43 of the Workplace Safety and Insurance Act, 19 97, S.O. 1997, as amended, the employee shall continue to receive the full net pay amount as defined in clause 22.03(c). Such full net pay shall include benefit payments approved by the Workplace Safety and Insurance Board. Such full net pay shall include the full loss of earnings benefit payments in accordance with Section 43 of the Workplace Safety and Insurance Act, 19 97, S.O. 1997, as amended, as approved by the Workplace Safety and Insurance Board.</p> <p>22.05 If the employee is unable to return to work after a claim is approved, he/ she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board and for those who qualify for Sick Pay or IIP Pay, in accordance with Article 11A (IIP) or Article 11B (Sick Pay), receive the remainder of the net pay amount from the City. From the portion the employee is receiving from the City, the following deductions shall be made: the employee's Pension contributions and if applicable, the employee's share of Extended Group Life Insurance premiums and any further deductions required by law. No deductions will be made from the sick bank or IIP Pay of an employee who received payments under clauses 22.03(a) and 22.05 (Note: This will leave a net balance approximately equal to an employee's normal take home pay).</p> <p>22.06 Employees who have not qualified for Sick Pay or IIP Pay, in accordance with Article 11A (IIP) or Article 11B (Sick Pay) shall, if their Workplace Safety and Insurance Board claim is approved, receive their benefit payments from the Workplace Safety and Insurance Board.</p>
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**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 FULLTIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

22.07	<p>An employee in receipt of a loss of earnings benefit in accordance with Section 43 of the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended, who is not on layoff shall be considered to be an employee on the active payroll and;</p> <ul style="list-style-type: none"> <li>(a) Continues to accrue seniority, service, vacation and sick pay credits or IIP Days, and</li> <li>(b) Continues to be entitled to benefit coverage which shall be maintained by the City in the same manner as though the employee were at work, and</li> <li>(c) The foregoing shall have no effect on any permanent partial disability pension, which an employee may be receiving.</li> </ul>
22.08(a)	<p><b>Where the claim is not approved the City shall provide the employee with a copy of the denial letter from WSIB. Where the employee receives monies in excess of his/her appropriate net pay amount, such excess shall be treated as an overpayment and the City shall make recovery from the employee's wages.</b></p> <p><b>The employee may, within five (5) working days of notification of the overpayment, request to have the overpayment recovered from his/her:</b></p> <ul style="list-style-type: none"> <li><b>(i) Wages; and/or</b></li> <li><b>(ii) Vacation bank, subject to Division approval; and/or</b></li> <li><b>(iii) Accumulated lieu time; and/or</b></li> <li><b>(iv) Sick bank or IIP, provided that the employee would have been qualified to use his/her sick bank/IIP as per Articles 11A and 11B of the Collective Agreement and the absences are substantiated and is subject to Division approval.</b></li> </ul> <p><b>Such request and/or Divisional approval shall not be unreasonably denied.</b></p> <p><b>This does not preclude the employee from making a full or partial payment.</b></p> <p><b>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.</b></p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 FULLTIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

In the event that the employee elects to repay the City through a deduction from wages, clause 6.10 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 6.10.

Flow through to LTCHS Part Time Collective Agreement.

22.08(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.

If so requested the City shall meet with the employee so that the employee may provide his/her input regarding an appropriate schedule of recovery. The employee may be accompanied by either his/her Steward or other Union Representative at such meeting should he/she so request.

22.09 An employee, who sustains a compensable injury and, as a result, must leave work before the end of his/her shift, on the day the injury occurred, shall be paid to the end of the shift.

22.10 Where a WSIB claim is approved and the employee has returned to work and requires medical appointments related to the compensable injury, such time shall be at no cost to the employee provided the employee makes all efforts to first schedule such appointments outside of normal working hours.

22.11 Any employee who is on a City paid leave of absence while conducting Local 79 related activities will be considered an employee of the City for WSIB purposes.

22.12 Leave of absence, with pay, shall be granted to two (2) full-time Workers' Compensation/Rehabilitation Representatives whose responsibilities will include worker's compensation and rehabilitation. The cost of such leave shall be shared equally by the parties.

**~~LETTER OF INTENT RECOVERY OF WSIB OVERPAYMENTS~~**



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 FULLTIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p><del>Within sixty (60) days of ratification, the City will provide Local 79 with a list of the names of employees who are in receipt of an overpayment under clause 22.08(a). Within sixty (60) days of receipt of such list, Local 79 will meet with the City and the affected employees to discuss an appropriate schedule of recovery.</del></p> <p>Flow through to all Part Time Agreements as appropriate.</p>
<b>ARTICLE 23 NOTICE OF CONTRACTING OUT</b>	
<b>23.01</b>	<p>Amend this Article as follows.</p> <p>(a) Where practicable, the City shall provide <del>sixty (60)</del> <b>eighty (80)</b> calendar days written notice to Local 79 prior to contracting out any work that is currently performed by Local 79 employees.</p> <p>(b) The written notice shall contain an invitation from the Division to meet, within ten (10) working days, for the purpose of discussing the proposed contracting out.</p> <p>(c) Upon request, the Division shall provide the following information to Local 79:</p> <ul style="list-style-type: none"> <li>(i) Cost information pertaining to the proposed contracting out of work,</li> <li>(ii) The reasons that have led to the decision to recommend the contracting out of work, and</li> <li>(iii) Any other information that the City determines is relevant to the proposed contracting out of work.</li> </ul> <p>(d) Within the <del>sixty (60)</del> <b>eighty (80)</b> calendar days notice period referred to in Clause 23.01(a), above, Local 79 may make any representations it wishes to the Division involved and, where Council approval is being sought, to the appropriate Committee of Council</p> <p>(e) Should the City contract out or privatize any bargaining unit work, no permanent employee with fifteen (15) years of seniority <del>as at December 31, 2019 January 1, 2016</del> shall lose his/her employment as a result of contracting out or privatization. <b>Employees affected as a result of contracting out shall have access to the provisions of Article 21.</b></p> <p>Flow through to all Part Time Agreements as appropriate.</p>
<b>ARTICLE 33 TERM OF AGREEMENT AND NOTICE TO BARGAIN</b>	
<b>33.01</b>	<p>Amend Article 33.01 as follows</p> <p>This agreement shall remain in force from the 1st day of January, <del>2016 2012</del> until and including the 31st day of December, <del>2019 2015</del> and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90)</p>



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 FULLTIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement  Flow through to all Part Time Agreements.
<b>ARTICLE 35 LAYOFF AND RECALL</b>	
	See Proposal under Article 21 (Employment Security, Redeployment, Layoff and Recall).
<b>ARTICLE 36 HEALTH &amp; SAFETY</b>	
<b>NEW</b>	The City agrees to attach the Psychological Health and Safety Policy to the Collective Agreement and amend <b>Article 49 CITY OF TORONTO POLICIES</b> accordingly.  Flow through to all Part Time Agreements.
<b>ARTICLE 37 EMPLOYMENT EQUITY</b>	
<b>37.01</b>	<b>March 2, 2016</b>
	<p>The City withdraws its proposal and agrees to the Union's proposal as follows:</p> <p style="text-align: center;"><del>EMPLOYMENT EQUITY</del> <del>AND WORKFORCE DIVERSITY</del></p> <p><del>The parties are mutually committed to creating a diverse workforce reflective of the diverse communities they serve. The City and Local 79 acknowledge that employees should be provided with fair and equitable access to employment opportunities and in this regard the parties agree that they shall continue to discuss employment equity and workforce diversity issues and strategies related to:</del> Priority items shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li><del>a) Identification of systemic barriers;</del></li> <li><del>b) Recruitment;</del></li> <li><del>c) City-wide promotion system;</del></li> <li><del>d) Increasing the range of opportunities for permanent jobs;</del></li> <li><del>e) Ensuring access to employment opportunities for all employees of the City;</del></li> </ul>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 FULLTIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

- ~~f) Promotion as opposed to alternate rate;~~
- ~~g) Improving access to training and development opportunities for all employees;~~
- ~~h) Career planning;~~
- ~~i) Recognizing equivalents to academic credentials and career-related leaves and educational opportunities;~~
- ~~j) career-related leaves and educational opportunities;~~
- j) Increasing employment opportunities for youth, Aboriginal peoples, persons with disabilities, other equity-seeking groups and foreign-trained professionals;**
- k) Collection of voluntary diversity data through workforce surveys and through applicant tracking.**

**EMPLOYMENT EQUITY**

The City and Local 79 acknowledge that employees should be provided with fair and equitable access to employment opportunities and in this regard the parties agree that they shall continue to discuss employment equity issues. Priority items shall include, but not be limited to:

- a) City-wide promotion system;
- b) Increasing the range of opportunities for permanent jobs;
- c) Ensuring access to employment opportunities for all employees of the City;
- d) **Ensuring access to workplace accommodations;**
- e) Improving training and development opportunities including access for all employees;
- f) Promotion as opposed to alternate rate;
- g) Recognizing equivalents to academic credentials, **and/or workplace experience;**
- h) Career planning; and
- i) Career-related leaves and educational opportunities;

**Add New Memorandum of Agreement as follows:**

**Memorandum of Agreement  
WORKFORCE DIVERSITY**

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 FULLTIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>The parties agree to meet during the term of this agreement to discuss workforce diversity issues including:</p> <ul style="list-style-type: none"> <li>a) Identification of systemic barriers;</li> <li>b) Recruitment;</li> <li>c) Employment opportunities for youth, Aboriginal peoples, persons with disabilities, other equity-seeking groups and foreign-trained professionals; and</li> <li>d) Collecting data/information that would be of use to this process.</li> </ul> <p>Flow through to all Part Time Agreements.</p>
<b>APPENDIX A</b>	
<b>NEW</b>	<p>Memorandum Item Only</p> <p>Re: Licensed Psychologist Benefit</p> <p>The City agrees to provide Emergency Medical Dispatchers within Toronto Paramedic Services with such enhancements to the benefit coverage related to the services of a licensed psychologist, if any, that are awarded to employees in the Paramedic classification through the interest arbitration, between the City and TCEU, Local 416 arising from the February 19, 2016 Memorandum of Settlement.</p>
<b>MEMORANDUM OF AGREEMENT ITEMS</b>	
<b>NEW Memorandum of Agreement Item</b>	<p>Add a new Memorandum of Agreement Item as follows:</p> <p style="text-align: center;"><b>Memorandum of Agreement</b></p> <p style="text-align: center;"><b><u>Critical/Serious Incident or Accident</u></b></p> <p>1) In the event of a critical/serious incident or accident in a City workplace or where Local 79 employees are required to respond to a critical/serious incident in the community or in a community where Local 79 members have a working relationship, the City shall, in instances where it deems it appropriate, provide the following:</p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 FULLTIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

Debriefing for directly affected employees, in a timely manner; and EAP counselling services shall be made available in the affected workplace(s), as quickly as possible;

Employee attendance shall be encouraged.

2) Notwithstanding clause (1) above, the City shall provide EAP counselling upon request by an employee who has been affected by a critical/serious incident as described in clause (1) above. The City shall also make its best efforts to ensure that staff are aware of how to access the City's EAP service.

Flow through to all Part Time Agreements.



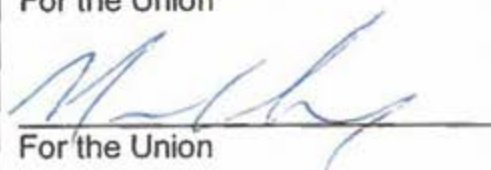

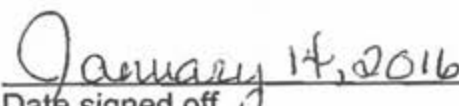
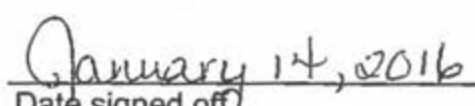
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**Article 5 – NO DISCRIMINATION OR HARASSMENT**

**Amend clause 5.01 as follows:**

- 5.01 The City and Local 79, their respective servants and agents agree that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, ancestry, place of origin, colour, ethnic origin, citizenship, record of offences, political or religious affiliation, sex, sexual orientation, **gender expression, gender identity**, age, marital status, family status, disability nor by reason of membership in a labour union, and the City agrees that it will not, either directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, Steward, committee member or member at large of Local 79.

***Flow through to all part time agreements.***

<b>DATE AGREED: December 16, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off





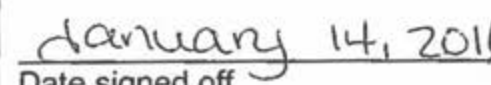
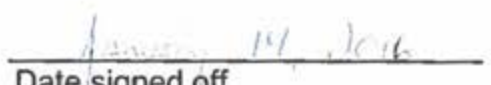


**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**Article 7 – PREMIUM PAY**

**Add a new clause 7.01(e) as follows:**

7.01(e) Upon request by Local 79, the applicable overtime records shall be made available to the Union.

<b>DATE AGREED: December 16, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**Article 8 – HOURS OF WORK**

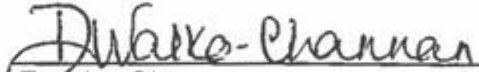
**Amend clause 8.01 (d) as follows:**

- 8.01(d) Where hours outside of the above noted regular hours are required on a continuing basis, the employer may create a shift including these hours on the giving of at least thirty (30) calendar days' notice. Employees with the required qualifications in the classification who normally perform the work in the location, unit or program in the Division will be asked to work the shift on a voluntary basis. If there are insufficient volunteers, the most junior employee(s) with the required qualifications in the classification who normally perform the work in the location, unit or program in the Division shall be required to work the shift. Employees working these shifts shall be paid the shift bonus provided for in clause 7.04.


**DATE AGREED: December 16, 2015**



For the Union



For the City



For the Union



For the City

January 14, 2016

Date signed off

January 14, 2016

Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**Article 8 – HOURS OF WORK**

Amend clause 8.02 as follows:

**Hours of Work - Long Term Care Homes and Services**

8.02 The regular hours of a Registered Nurse, Registered Practical Nurse and Practical Care Aide in the Long Term Care Homes and Services Division consists of **seven and one half (7.5) eight (8) hours duration and thirty-seven and one half (37.5) forty (40) hours per week.**

Effective April 4, 2012

- (a) ~~any employees hired, demoted, reclassified, alternate rated, transferred, or promoted into one of the classifications listed in 8.02 above shall be placed on a thirty-seven and one half (37.5) hour work week, seven and one half (7.5) hours per shift.~~
- (b) ~~Effective April 4, 2012, employees identified in paragraph 8.02 above may elect to have their work week and pay immediately reduced to thirty-seven and one half (37.5) hours.~~

Effective January 8, 2014

- (c) ~~all employees working a forty (40) hour work week in the classifications listed in 8.02 above shall have their length of shift and pay decreased by fifteen (15) minutes to a thirty-eight and three quarter (38.75) hour work week, seven and three quarter (7.75) hours per shift.~~

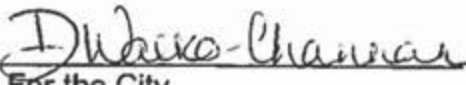
Effective January 7, 2015

- (d) ~~all employees working a thirty-eight and three quarter (38.75) hour work week in accordance with 8.02(b) shall have their length of shift and pay decreased by fifteen (15) minutes to a thirty-seven and a half (37.5) hour work week, seven and one half (7.5) hours per shift.~~

**Flow through to LTCH&S Agreement**

**DATE AGREED: December 16, 2015**

  
For the Union

  
For the City

  
For the Union

  
For the City

Feb 11/16  
Date signed off

Feb 12, 2016  
Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**Article 8 – HOURS OF WORK**

**Amend clause 8.11 as follows:**

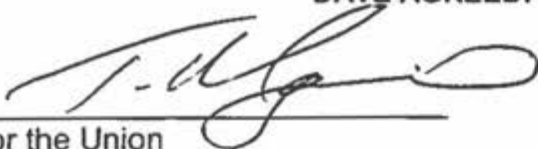
**Notification of New or Changed Shift**

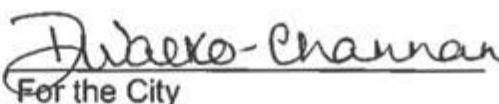
8.11 The City shall provide the Union with thirty (30) days advance notice in writing if it intends to:

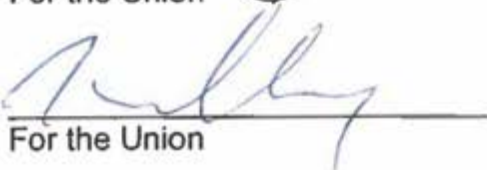
- (a) create a new job classification which will involve shift work; or
- (b) change an existing classification from a rotational assignment of shifts to a regular or permanent assignment of shifts **or vice versa.**

The parties shall meet prior to any such changes being implemented to ensure employees are given preference for shifts based on their seniority taking operational needs into consideration.

**DATE AGREED: February 17, 2016**

  
For the Union

  
For the City

  
For the Union

  
For the City

Feb 27, 2016  
Date signed off

Feb 27, 2016  
Date signed off

**CUPE LOCAL 79  
AND  
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**Article 14 – TRANSFERS**

**Amend Article 14 as follows:**

**Change of Shift Within Work Location**

- 14.01 Prior to considering a transfer **within a Division** under this Article, and prior to issuing a Job Posting under Article 15, a new or vacant day, afternoon or night shift(s) shall be offered to qualified employee(s) in order of seniority in the classification within the work location, unless the employee has indicated in writing they do not wish to be considered for such shift.

**Employee Requests for Transfer**

The parties agree that the following language will supersede any and all divisional or Corporate transfer policies:

- 14.02(a) An employee wishing a transfer within his/her division and same classification to another location, shall submit a request in writing to his/her Division Head.
- 14.02(b) An employee wishing a transfer outside his/her division (within the same classification) to the same or another location, shall submit a request in writing to the Human Resources Division.
- 14.02(c) An employee wishing a transfer to a temporary assignment of one year or more in another location within his/her same classification within his/her division shall submit a request in writing to his/her Division Head.
- 14.02(d) Once an employee submits a transfer request in writing, it shall remain on file **for two (2) years from the date it is received by the Division Head or the Human Resources Division or until he/she is transferred, refuses the transfer or withdraws the transfer request, whichever occurs first.** ~~The City will acknowledge in writing to the employee receipt of such request for transfer within fourteen (14) days of receipt.~~ **Within fourteen (14) days of receiving an employee transfer request, the Division Head or the Human Resources Division, as applicable, will acknowledge receipt of such request in writing to the employee.**
- 14.02(e) All transfers under this article shall be offered to qualified employees in order of seniority in the classification, taking operational needs into consideration. Transfers will not be unreasonably denied.

**Transfers To Permanent Positions**

- 14.03(a) The City shall first consider transfer requests for permanent positions, submitted by employees from within the Division, before those from employees in other Divisions.



- 14.03(b) Only permanent employees will be eligible for transfer into permanent positions.

#### **Transfers To Temporary Assignments**

- 14.04(a) Where the City establishes a temporary assignment of one year or more, such opportunity shall first be offered to employees in the same classification within the Division who have submitted a transfer request form indicating their request for consideration for a temporary transfer.
- 14.04(b) **Once such a transfer has been offered and accepted, the employee will remain in that assignment for the agreed duration and will not be permitted to transfer until such assignment is completed.** This shall not affect an employee's right to apply for an opportunity under Article 15 (Job Postings) or to a change of shift opportunity in his/her base position under clause 14.01.
- 14.04(c) Notwithstanding (b) above, assignments may not last as long as was originally expected and may be shortened or extended if required. In either case, the City will notify the affected employee(s) as soon as possible.
- 14.04(d) A permanent employee who accepts a transfer to a temporary assignment shall retain his/her permanent status. Upon completion of the temporary assignment the employee will return to his/her former location.
- 14.04(e) For temporary employees, upon completion of the temporary assignment the employee shall be ~~offered a temporary assignment, if available.~~ **treated in accordance with Article 21.**

#### **Reorganization/Service Consolidation – Related Transfers**

- 14.05 The City recognizes that a change in an employee's permanent work location may have an effect upon employees.

The City further recognizes that Local 79 has a legitimate interest in ensuring that their members are treated in a reasonable and consistent manner where it becomes necessary to transfer employees on a permanent basis within the context of the City's reorganization/service consolidation activities.

In this regard, where such transfers are to take place, and consistent with the City's operational requirements, the following guideline will apply:

1. Local 79 will be notified in writing prior to the scheduled transfer of staff, including an invitation to meet and discuss issues arising from the transfer. Wherever possible, such notice will be at least four (4) weeks prior to the scheduled transfer(s).
2. Employees will also be given written notice of their reassignment (or the potential for reassignment, if not all employees will be similarly affected). Wherever possible, such notice will be at least four (4) weeks prior to the scheduled transfer(s).
3. When a reassignment does not affect all employees, or where the reassignment involves more than one new location, where qualifications meet the operational needs of the location(s), seniority will be the determining factor in making such reassignments.

## Rebuilding or Building a Long Term Care Home

### **Rebuilding, Building or Renovating a City Facility**

**Flow through to Part Time B Collective Agreement, as appropriate**

DATE AGREED: February 24, 2016

<p><u>S. Rodgers</u></p> <p>For the Union</p> <p><u>[Signature]</u></p> <p>For the Union</p> <p><u>March 3/16</u></p> <p>Date signed off</p>	<p><u>G. Walker-Chamman</u></p> <p>For the City</p> <p><u>[Signature]</u></p> <p>For the City</p> <p><u>March 3, 2016</u></p> <p>Date signed off</p>
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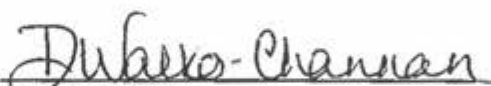


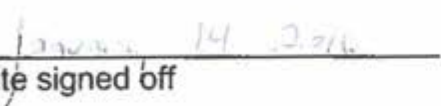
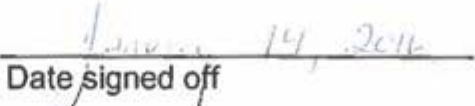
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**Article 16 – GRIEVANCE PROCEDURE**

**Amend clause 16.08 as follows:**

- 16.08 ~~Once Local 79 has processed a grievance to arbitration, both parties may within forty (40) working days~~ **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 Local 79. Time spent in attendance at mediation during an employee's regular working hours shall be without loss of pay. The parties will jointly, in equal shares, bear the expenses of the Mediator. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice. In the event that no mutually agreeable resolution is reached, the grievance will proceed to arbitration.

***Flow through to all Part Time Agreements.***

<b>DATE AGREED: December 16, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**






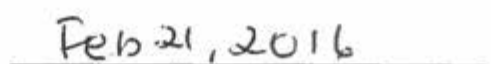
**Article 16 – GRIEVANCE PROCEDURE**

**Amend clause 16.26 as follows:**

**Disciplinary Discussions and Notations**

- 16.26** Whenever an employee is requested to report for a disciplinary discussion with a supervisor, prior to any disciplinary action being taken, such employee shall be advised of his/her right to a Steward or Local 79 representative, as appointed/selected by Local 79 under clause 16.05 to be present at such meeting. Local 79 shall ensure that such representative is available within **forty-eight (48) ~~twenty-four (24)~~** hours of receiving such request. Where such representation is not provided within the **forty-eight (48) ~~twenty-four (24)~~** hours the employee shall be advised of his/her right to the presence of an employee of his/her choice who is on duty at his/her place of work at the time the discussion takes place.

***Flow through to all Part Time Agreements***

<b>DATE AGREED: February 17, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
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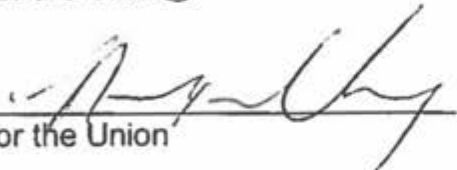

**Article 16 – GRIEVANCE PROCEDURE**

**Amend clause 16.29(b) (i) as follows:**

16.29(b)(i) The grievance shall be placed before one (1) of the following arbitrators:

<del>Robert Herman</del>	<b>Susan Stewart</b>
Marilyn Nairn	
<del>Maureen Saltman</del>	<b>Jasbir Parmar</b>
Christopher Albertyn	
<del>Paula Knopf</del>	<b>Elijah Gedalof</b>
<b>Christine Schmidt</b>	

***Flow through to all Part Time Agreements***

DATE AGREED: February 15, 2016	
 For the Union	 For the City
 For the Union	 For the City
<u>Feb 22, 2016</u> Date signed off	<u>Feb 24, 2016</u> Date signed off



**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**Article 16 – GRIEVANCE PROCEDURE**

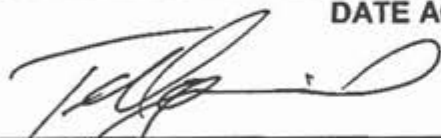


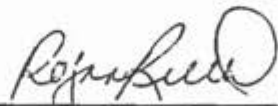
**Amend clause 16.32 as follows:**

**Prescheduled Grievance Meetings**

- 16.32 The **Employee and Labour Relations Division and Local 79** shall develop an annual schedule of **meetings by Division** for ~~divisional~~ Step 2 grievance meetings, Step 3 grievance meetings, **Policy grievance meetings** and mediation meetings.

The **Employee and Labour Relations Division and Local 79** agree to mutual co-operation in the development of lists of grievances to be discussed at grievance meetings at least two (2) calendar weeks prior to the pre-scheduled dates.

***Flow through to all Part Time Agreements.***

<b>DATE AGREED: January 28, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Feb 16/16</u> Date signed off	<u>February 19, 2016</u> Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**Article 17 – LEAVE OF ABSENCES**



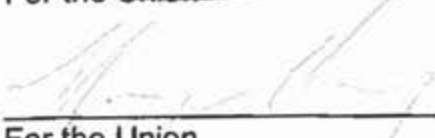



**Amend clause 17.21(a) as follows:**

17.21(a) Upon request from Local 79, the City shall provide a full-time leave of absence for the Chief Steward and three (3) Unit Officers of Local 79. In addition the three (3) Unit Officers representing the Long Term Care Homes and Services Part-Time, Unit B Part-Time and Recreation Workers Part-Time, or alternates as designated by Local 79 will be granted leaves of absence of two (2) days per week without loss of pay or benefits. The leave of absence for the Chief Steward and Unit Officers shall result in no loss of seniority or service. The City shall pay the wages, vacation and benefits of the Chief Steward and Unit Officers and shall invoice Local 79. Local 79 shall remit, forthwith, full reimbursement for the Chief Steward and Unit Officers' wages, vacation and benefits to the City.

**Clarity Note:**

A Part-time Unit Officer(s) will provide the City with his/her proposed leave of absence days as note above as early as possible. A Part-time Unit Officer(s) may from time to time flex his/her leave of absence days within a thirty (30) day period. Such changes to his/her proposed leave of absence days will be reported to the City as soon as possible and will not result in a Part-time Unit Officer taking more than the equivalent leave of absence days for Unit Officer duties noted in the clause above within a thirty (30) day period.

***Flow through to all Part Time Agreements***

<b>DATE AGREED: February 15, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79  
AND  
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FULL-TIME AGREEMENT**


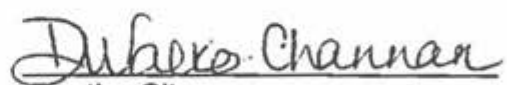


**Article 20 – SENIORITY AND SERVICE**

Delete clause 20.01(b) as follows:

~~20.01(b) — Effective January 8, 2014 until January 6, 2015~~

~~Subject to clause 20.03, all employees other than those covered under 20.01(a) shall have seniority established upon successful completion of the probationary period. Seniority shall accrue from the date of hire on a service-based method (aggregate hours paid). Seniority shall be accumulated based on a calculation of two thousand and eighty (2,080) regular hours paid equals one (1) year for a forty (40) hour work-week classification; two thousand and fifteen (2,015) regular hours paid equals one (1) year for a thirty-eight and three-quarter (38 ¾) hour work-week; one thousand nine hundred and fifty (1,950) regular hours paid equals one (1) year for a thirty-seven and one-half hour (37 ½) work-week classification; and one thousand eight hundred and twenty (1,820) regular hours paid equals one (1) year for a thirty-five (35) hour work-week classification, to a maximum accumulation of 2080/2015/1950/1820 hours per calendar year.~~

Renumber remaining clauses accordingly.

<b>DATE AGREED: December 16, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>January 14, 2016</u> _____ Date signed off	<u>January 14, 2016</u> _____ Date signed off


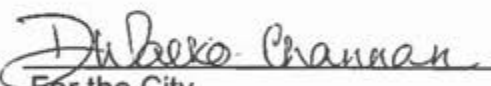
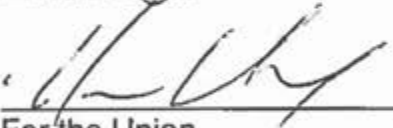
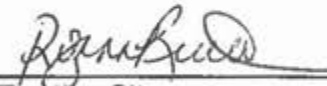
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**Article 34 – PRINTING OF THE COLLECTIVE AGREEMENT**

**Amend clause 34.02 as follows:**

- 34.02**      The City shall post seniority lists, ~~a list of officers and Stewards of Local 79 and the~~ Collective Agreements on the City of Toronto's Intranet as soon as reasonably possible following ratification. **The City shall post a link to Local 79's website for the purpose of providing Local 79 members with access to seniority lists and a list of Officers and Stewards.**

*Flow through to all Part Time Agreements.*

<b>DATE AGREED: February 8, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Feb 16/16</u> Date signed off	<u>February 19, 2016</u> Date signed off


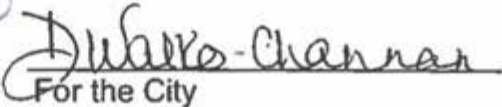


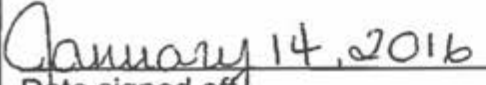
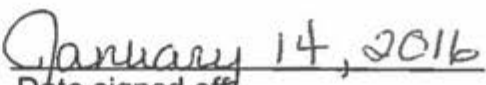
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**Article 34 – PRINTING OF THE COLLECTIVE AGREEMENT**

**Amend clause 34.03 as follows:**

- 34.03 The City agrees to provide, upon request from an employee or from Local 79 on behalf of an employee, a copy of the applicable new Collective Agreement between Local 79 and the City in a **format compliant with the Accessibility for Ontarians with Disabilities Act (AODA)**. ~~large print or Braille format for those employees with visual impairments.~~

***Flow through to all Part Time Agreements.***

<b>DATE AGREED: December 16, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off








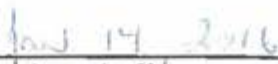
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**Article 36 – HEALTH AND SAFETY**

**Delete clause 36.03 as follows:**

~~36.03 — An employee who is pregnant and works with a video display terminal for a majority of her daily working hours, shall, provided her physician so recommends, be temporarily re-assigned to other duties without loss of pay or benefits until the commencement of her pregnancy leave.~~

***Flow through to all Part Time Agreements.***

<b>DATE AGREED: December 16, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**



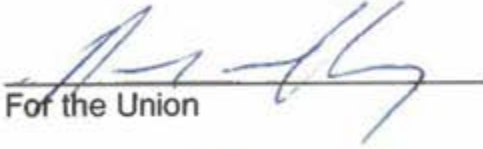


**Article 49 – CITY OF TORONTO POLICIES**

**Amend clause 49.01 as follows**

49.01 The parties agree to ~~continue to~~ append the following to the **Collective Agreement**:

**Earned Deferred Leave Policy  
Family Medical Leave Policy  
Leave Without Pay Policy  
Military Service Policy  
Request for Parking for Employees with a Disability Procedure Document**

***Flow through to all part time agreements, as appropriate.***

<b>DATE AGREED: February 10, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 Feb 20/16 _____ Date signed off	Feb 16, 2016 _____ Date signed off


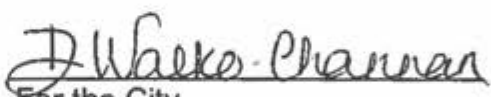
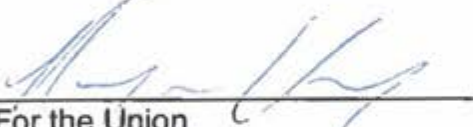


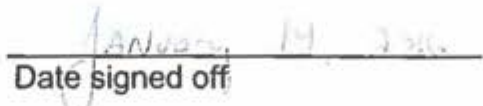
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**Appendix "A"**

**Re-title Appendix "A" as follows:**

**Toronto Paramedic Services Appendix "A"**

***Flow through to Unit B - Part Time***

DATE AGREED: December 16, 2015	
 For the Union	 For the City
 For the Union	 For the City
 Date signed off	 Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT**

Renew the following Memorandum of Agreement item:

**Article 12  
EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM  
DISABILITY INSURANCE**

**Private Duty Nursing**

This will confirm the City of Toronto's administration of Private Duty Nursing claims for members of CUPE Local 79.

All private duty nursing claims established after the implementation of the new benefits carrier (August 1<sup>st</sup> and November 1<sup>st</sup>) are subject to the terms of the Local 79 Collective Agreement. In reference to private duty nursing claims it states "Private duty nursing at home when medically necessary, to a maximum of \$25,000 per person per three (3) benefit years."

All existing ongoing private duty nursing claims (established prior to the date of the new benefit carrier) are not subject to the above limitations. These claims are being adjudicated according to past contracts and practices. It is not our intent to apply a limitation to an existing claim that has been established and ongoing prior to the new Local 79 Collective Agreement. However, if the existing claim ends, any new claims for private duty nursing coverage will be subject to the terms of the Local 79 Collective Agreement.

***Flow through to Part Time LTCHS Agreement***

**DATE AGREED: February 8, 2016**

S. Rodgers  
For the Union

D. Channan  
For the City

[Signature]  
For the Union

A. Castelletto  
For the City

March 3/16  
Date signed off

March 3, 2016  
Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**


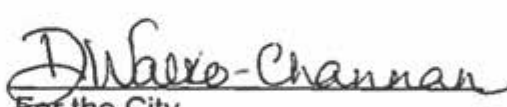


**MEMORANDUM OF AGREEMENT**

**Renew the following Memorandum of Agreement item:**

**BULLETIN BOARDS**

Dedicated space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations determined by the City and the Union. Such bulletin boards shall be in areas where employees will have access to them. The Union shall have the right to post notices of meetings and such other notices as may be of interest to its members. Problems may be identified by either party and shall be the subject of discussion.

***Flow through to all Part Time Agreements.***

<b>DATE AGREED: December 16, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>January 14, 2016</u> Date signed off	<u>January 14, 2016</u> Date signed off



**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT**

**Renew the following Memorandum of Agreement item:**

**Article 11A  
ILLNESS OR INJURY PLAN**

**Transition to IIP**

**Election to Illness or Injury Plan**

Within sixty (60) days of July 31, 2009 the City and Local 79 shall meet to discuss the format of a hard copy communication to employees eligible to transfer to the IIP. Such communication shall include a reference to the employees' current sick bank, if any, a copy of the IIP Plan (Article 11A), the due date for election to IIP and return address information.

No later than October 18, 2009, the City shall inform all employees eligible to transfer to IIP of the requirement to elect, on or before November 18, 2009, to either transfer to the new IIP plan in accordance with clause 11A.02(b) or to remain in the current Sick Pay Plan in accordance with clause 11B.01 (Article 11B). The information will be provided to employees in hard copy and mailed to their home address. Employees shall have until November 18, 2009 to respond in writing. Any employee who has not responded shall be deemed to have elected to remain in their current Sick Pay Plan.

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

Employees electing to transfer to the IIP in accordance with 11A.02(b) or who are transferred to the IIP in accordance with clause 11A.02(c) (an employee covered by a former grand-parented STD Plan) will receive his/her IIP days on his/her first regularly scheduled work day on or after January 1, 2010 if he/she is:

1. actually at work,
2. on pre-approved vacation,
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.

**Deferred Transition Date**

An employee who elected to transfer to the IIP, or who is transferred to the IIP in accordance with clause 11A.02(c), (an employee covered by a former grand-parented STD Plan) who is absent from work because of illness or injury and who would otherwise be entitled to sick pay under either the pre-existing Sick Pay Plan or a pre-existing STD Plan shall continue to be covered by the pre-existing Sick Pay Plan or the pre-existing STD plan until the employee returns to work for a period of two (2) continuous weeks, after which the employee shall be enrolled in the IIP and eligible to use his/her IIP days.

## **SPECIAL PAYOUT/PAYMENT SCHEDULE**

### **(i) Special Payout For Employees with Sick Bank Who Elect a Payout**

All employees hired prior to July 31, 2009 who have a Sick Bank and who elect, on or before November 18, 2009, to receive a payout and transfer to the Illness or Injury Plan ("IIP") on January 1, 2010, as per clause 11A.02(b)(ii), shall receive a payout based upon the following formula:

YEARS OF SERVICE (A)	CURRENT SPP PAYOUT FORMULA* (B)	SPECIAL PAYOUT (C)
At Least 30 years	50% of Bank to Maximum of 6 months	80% of current SLP payout formula
At Least 25 years and Less than 30 years	50% of Bank to Maximum of 6 months	75% of current SLP payout formula
At Least 20 years and Less than 25 years	50% of Bank to Maximum of 5 months	65% of current SLP payout formula
At Least 15 years and Less than 20 years	50% of Bank to Maximum of 4 months	45% of current SLP payout formula
At Least 10 years and Less than 15 years	50% of Bank to Maximum of 3 months	35% of current SLP payout formula
Less than 10 years	Zero	17.5% of Bank to a maximum of \$700

\*Note: The above-noted payout is subject to any specific arrangement in any sick leave or grandparented STD plans governing payout, e.g., the former City of Toronto, Borough of East York and any other applicable plan. Eligible employees of the former City of Toronto or Borough of East York have a payout formula whereby they receive 100% rather than 50% of Bank to the applicable maximum based on their service. Any other employee covered by a grandparented short term disability plan with a different payout option shall receive such payout as per their grandparented STD plan.

### **(ii) Payout For Employees in Grandparented STD Plans Who Elect a Payout**

Employees in grandparented STD plans who have a sick bank and elect to receive a payout as per clause 11A.02(c)(ii) shall be paid out as per the payout formula of their grandparented STD plan.

### **(iii) Minimum Special Payout/Payment**

Employees hired prior to July 31, 2009, who:

- (1) elect the IIP and elect to receive a payout, or

- (2) are transferred to the IIP from a grandparented STD Plan and do not elect to retain their frozen sick bank, shall receive a minimum lump sum payout/payment of \$700.

(iv) Employee Election

An employee shall receive, no later than October 18, 2009, an information package that includes a form allowing the employee to elect to:

- (a) transfer to the Illness or Injury Plan ("IIP") and to elect to receive a payout, as per Part I (Column C), Part II or Part III above; or
- (b) to transfer to IIP and retain his/her frozen Sick Bank; or
- (c) to elect to remain in the current Sick Pay Plan ("SPP").

Employees must submit their completed election form by November 18, 2009, in accordance with clause 11A.02(b) of the Collective Agreement.

(v) Special Payout/Payment Process

Part I Payout

- (A) An employee who elects to transfer to the IIP and who elects to receive a payout as per clause 11A.02(b)(ii), shall transfer to the IIP on January 1, 2010 (the "Commencement Date") and have his/her Sick Bank, if any, frozen as at December 31, 2009. The minimum amount of the Payout will be \$700.
- (B) Following the Payout any sick pay credits remaining in the employee's frozen Sick Bank shall be eliminated.

Part II Payout

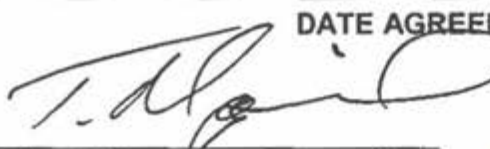
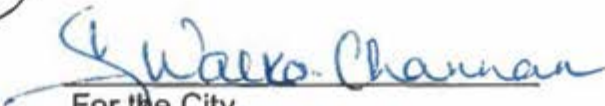
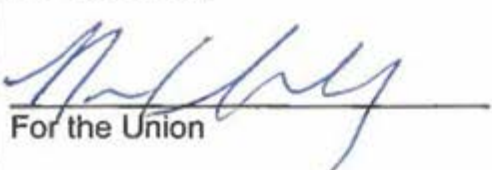
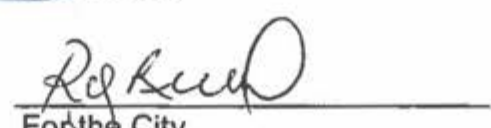
- (A) An employee in a grandparented STD plan who has a Sick Bank and elects to receive a payout as per clause 11A.02(c)(ii) shall be paid out as per the payout formula of his/her grandparented STD plan. The minimum amount of the Payout will be \$700.
- (B) Following the Payout any sick pay credits remaining in the employee's frozen Sick Bank shall be eliminated.

Part III Payment

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

(vi) Employees on Sick Leave at Commencement Date

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

<b>DATE AGREED:</b> December 16, 2015	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
Feb 4, 2016 _____ Date signed off	Feb. 4, 2016 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
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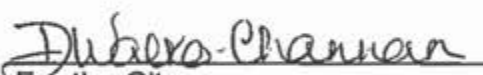
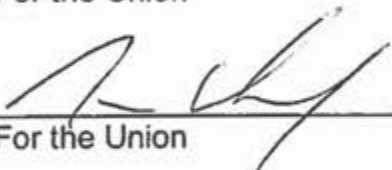
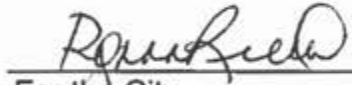

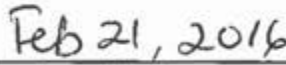
**MEMORANDUM OF AGREEMENT**

**Add a new Memorandum of Agreement as follows:**

**CORRESPONDENCE TO LOCAL 79**

The City will ensure that all correspondence directed to CUPE Local 79 other than that related to the Grievance and Arbitration process or as otherwise stipulated in this Collective Agreement, shall be in writing and addressed to the President and **submitted by mail or email.**

*Flow through to all part time agreements.*

<b>DATE AGREED:</b> February 17, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off



**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
FULL-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT**

**Add a new Memorandum of Agreement as follows:**

**Memorandum of Agreement**


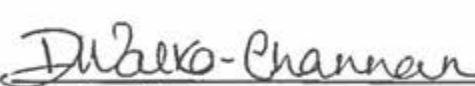
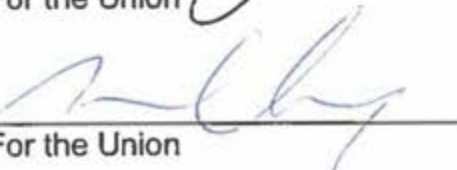

**Crisis Prevention Intervention Training**

The parties acknowledge the importance of ensuring that employees have the skills necessary to de-escalate interactions with the public, clients, and residents when required.

The parties acknowledge that some City Divisions provide training to employees that the Division deems appropriate for the type of situations employees may encounter.

Where Local 79 identifies City Divisions where training is not currently offered, and where both the Division and Local 79 agree that such training, will be beneficial to employees, the Division, in consultation with the Joint Health and Safety Committee, will develop and implement training

*Flow through to all part time agreements.*

<b>DATE AGREED: February 24, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Feb 27, 2016</u> _____ Date signed off	<u>Feb 27, 2016</u> _____ Date signed off

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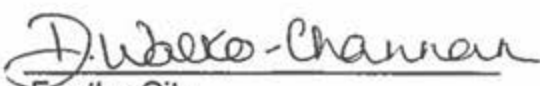


**Domestic Violence / Intimate Partner Violence Policy**

The parties agree that the City's Domestic Violence policy shall continue to be posted electronically.

The City and Local 79 acknowledge that members of the Occupational Health and Safety Coordinating Committee are presently undertaking a review of the Domestic Violence Policy, and where there is agreement that changes are necessary to update the policy, the City will revise the existing policy and implement any changes required.

The Occupational Health and Safety Coordinating Committee will also consider whether training on the Policy would be beneficial for employees and management.

**Flow through to all part time agreements.**

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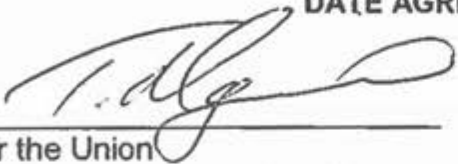
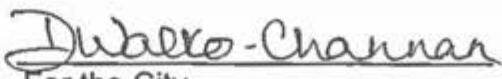
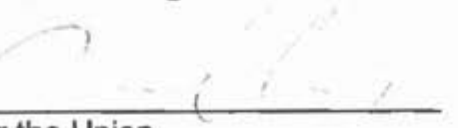

**Training to Improve Opportunities for Internal Mobility**

The City and Local 79 are committed to developing strategies to improve career development opportunities for employees in a manner that is consistent with the City's operational needs. Within 120 days of <insert ratification date> the City and Local 79 will meet to identify training opportunities such as:

- skills upgrading,
- online software training,
- basic computer skills training, or
- divisional specific software training where appropriate i.e. to assist employees to proceed within the natural line of progression for their job classification,

that the City can offer to assist employees.

**Flow through to all part time agreements.**

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