

made public on March 10, 2016

**MEMORANDUM OF SETTLEMENT**

**BETWEEN:**

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

and








**CUPE LOCAL 79 – Part Time Unit B**  
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.



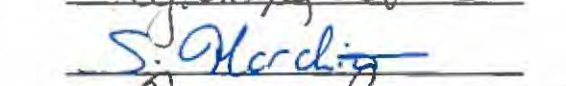


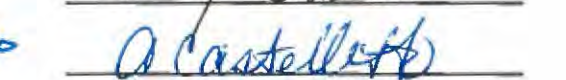
6. The parties agree that the said collective agreement shall include the terms of the previous collective agreement as amended by the items set out in the attached and the agreed to items in Appendix A hereto.

Dated at Toronto this 2nd day of March, 2016

For the Union:

For the City:

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

<b>PROPOSAL</b>																	
<b>Article 8 WAGES AND SALARIES</b>																	
MOA	<p>The City proposes the following Memorandum of Agreement Item only.</p> <p><b><u>Wages</u></b></p> <p>The City proposes the following wage adjustments:</p> <table> <tr> <td>January 1, 2016</td><td>0.75% Base increase on gross regular pay</td></tr> <tr> <td>July 1, 2016</td><td>0.50% Base increase on gross regular pay</td></tr> <tr> <td>January 1, 2017</td><td>0.75% Base increase on gross regular pay</td></tr> <tr> <td>July 1, 2017</td><td>0.50% Base increase on gross regular pay</td></tr> <tr> <td>January 1, 2018</td><td>0.75% Base increase on gross regular pay;</td></tr> <tr> <td>July 1, 2018</td><td>0.50% Base increase on gross regular pay;</td></tr> <tr> <td>January 1, 2019</td><td>0.75% Base increase on gross regular pay; and 0.25% Lump sum payment on gross regular pay</td></tr> <tr> <td>July 1, 2019</td><td>0.50% Base increase on gross regular pay</td></tr> </table> <p>The lump sum payment will be based upon an employee's base salary as at December 31, 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>Flow through from Full-Time Flow through to all Part-Time Agreements</p>	January 1, 2016	0.75% Base increase on gross regular pay	July 1, 2016	0.50% Base increase on gross regular pay	January 1, 2017	0.75% Base increase on gross regular pay	July 1, 2017	0.50% Base increase on gross regular pay	January 1, 2018	0.75% Base increase on gross regular pay;	July 1, 2018	0.50% Base increase on gross regular pay;	January 1, 2019	0.75% Base increase on gross regular pay; and 0.25% Lump sum payment on gross regular pay	July 1, 2019	0.50% Base increase on gross regular pay
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**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.

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

8.10	<p>Amend clause 8.10 as follows:</p> <p><b><u>Recovery of Accidental Overpayments</u></b></p> <p>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.</del> Local 79 shall be informed in writing at the same time as the employee.</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.</del> <del>The</del> recovery schedule will be implemented 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.</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> <p><b>ADD NEW Letter of Agreement - Interim Alternate Processes for Clause 8.10 as follows:</b></p> <p><b>LETTER OF AGREEMENT INTERIM ALTERNATE PROCESSES FOR CLAUSE 8.10</b></p>
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**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

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.

**(d)** If there is no response to the letter, the City will **make** contact **with** the Arbitrator (from an agreed to list) to determine a suitable date for hearing. This will be done by email, with a copy to the Union's Recording Secretary and its contact person. The Union will be part of the process of setting a hearing date which will occur within the following thirty (30) working days.

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<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 will</b> 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 aArbitrator 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 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:

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

- (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.

6. Either party may terminate this Letter of Agreement by providing the other with sixty (60) days' notice in writing. Following the delivery of such notice, clause 8.10 shall apply.

Flow through from Full Time Agreement  
Flow through to all Part Time Agreements

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

<b>Article 11 VACATION PAY AND VACATION LEAVE</b>	
<b>LETTER OF INTENT VACATION ENTITLEMENT FOR PART-TIME EMPLOYEES WHO MOVE TO THE FULL-TIME COLLECTIVE AGREEMENT</b>	<div style="text-align: right;"><b>March 2, 2016</b></div> <p><b>The City amends its proposal as follows:</b></p> <p><b>Delete the Letter of Intent and add a new clause as follows:</b></p> <p><b>11.11 (a) When an employee who was receiving vacation pay either on each pay or twice per year moves from a Local 79 part-time bargaining unit to the Local 79 Full-Time bargaining unit, the employee shall be paid any vacation pay owing for service accrued in the part-time bargaining unit.</b></p> <p><b>11.11 (b) When an employee who was banking vacation moves from a Local 79 part-time bargaining unit to the Local 79 Full-Time bargaining unit, the employee shall 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.</b></p> <p><b>Flow through from Full Time Agreement.</b></p> <p><b><u>Vacation Entitlement for Employees Entering the Full Time Bargaining Unit</u></b></p> <p><del>11.11(a) When an employee moves from the Local 79 Unit B Part Time bargaining unit to the Local 79 Full-Time bargaining unit, the employee shall be paid any vacation pay owing for service accrued in the Unit B Part Time bargaining unit.</del></p> <p><b>Flow through from Full Time Agreement</b></p> <p><b>Flow through to all Part Time Agreements, as appropriate</b></p>



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

<b>Article 12 SENIORITY</b>		
12.02	<p><b>The City withdraws its proposal, return to status quo.</b></p> <p><u>Loss of Seniority</u> An employee shall lose all seniority and service and his/her employment <del>shall be terminated</del> if,</p> <ul style="list-style-type: none"><li>(i) he/she voluntarily terminates his/her employment subject to the right to rescind in clause 12.07;</li><li>(ii) he/she is discharged for reasonable cause;</li><li>(iii) he/she fails to report for scheduled work within ten (10) working days from the date he/she is recalled to work under the provisions of Article 12.05;</li><li>(iv) he/she is not recalled to work within twenty-four (24) months of the date of his/her removal from work pursuant to the staff reduction article;</li><li>(v) he/she does not work for any period exceeding twelve (12) continuous months for reasons other than illness, injury, layoff or approved leave of absence;</li><li>(vi) on six (6) or more occasions in the calendar year he/she, without reasonable cause, fails to report for work, , after having agreed to report; or</li><li>(vii) he/she is on an unauthorized leave from the City in excess of seven (7) scheduled shifts from the commencement of absence or he/ she is absent without notice to the City in excess of seven (7) scheduled shifts from the commencement of the absence, without a satisfactory reason.</li></ul> <p>Flow through to all Part Time Agreements, as appropriate.</p>	March 2, 2016

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

<b>Article 14 TEMPORARY FULL TIME ASSIGNMENTS</b>	
<b>LOI TEMPORARY FULL-TIME ASSIGNMENTS</b>	<p><b>Amend as follows:</b></p> <p style="text-align: center;"><b>LETTER OF INTENT <u>TEMPORARY FULL- TIME ASSIGNEMENTS</u></b></p> <p><b>1. <u>Temporary Full-Time Assignments of Less Than Three (3) Months</u></b></p> <p>When management determines that a full-time assignment is available which is not filled by a full-time temporary employee, and which is anticipated to last for more than ten (10) working days but less than three (3) months, the temporary full-time assignment shall be offered to the senior Unit B employee provided he/she is qualified to perform the work required in the same classification in the same location.</p> <p style="padding-left: 40px;"><b><u>Children's' Services Division</u></b> In the Children's Services Division, such temporary full-time assignments will be offered to the senior Unit B employee who is qualified to perform the work, in the same pool as the centre in which the assignment became available.</p> <p style="padding-left: 40px;"><b><u>Shelters, Support and Housing Administration Division</u></b> In Hostels, such temporary full-time assignments will be offered to the senior Unit B employee who is qualified to perform the work, in the same location in which the assignment became available. In Hostels, location is defined as the main program including satellite locations. If the senior Unit B employee who is qualified to perform the work, indicates that he/she does not wish to accept the assignment, the offer will then be made to the next most senior Unit B employee who is qualified to perform the work, in the same classification, in the same location, in which the assignment has become available, and so on in the order of seniority provided he/she is qualified to perform the work, until the assignment is filled.</p> <p><b>2. <u>Temporary Full-Time Assignments of Three (3) Months or More</u></b></p> <p>When management determines that a full-time assignment is available which is not filled by a full time temporary employee, and which is anticipated to last for three (3) months or more but less than twelve (12) months, the</p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

temporary full time assignment shall be offered to the senior Unit B employee who is qualified to perform the work required, in the same classification in the same division.

**Children's Services Division**

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

**Shelters, Support and Housing Administration Division**

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

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

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

**Children's Services Division**

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

4. It is understood that assignments may arise on short notice. The City will make reasonable efforts to notify employee(s) of such temporary full time assignments as far in advance as possible.

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

5. It is understood that assignments may not last as long as was originally expected, and that an assignment may be extended if required. An employee shall have the right to refuse an extension if such extension is two (2) **days** ~~weeks~~ or less and would preclude the employee from being offered a subsequent temporary assignment. In either case, the City will attempt to notify the affected employee(s) as soon as possible.

6. Once an assignment has been offered and accepted, the employee will remain on that assignment even if a subsequent temporary assignment becomes available. Subject to paragraph 5, this shall not affect an employee's right to be offered a subsequent temporary full time assignment, provided that the commencement of that assignment does not conflict with the assignment that the employee is currently filling. This also shall not affect an employee's right to apply for an opportunity under article 15 of the Full Time Collective Agreement.

7. Local 79 shall be notified in writing when an employee is initially assigned to a temporary full time assignment for three (3) months or more in accordance with this Letter of Intent. Such initial notice shall include the employee's name, employee number, the classification of the employee and the expected duration of the assignment. ~~If the assignment has been created to backfill a full time employee, the City shall provide Local 79 with the name of the employee being backfilled and the expected duration of the assignment.~~ In addition, Local 79 will be **provided with a copy of the notification provided to an employee** ~~advised in writing~~ in the event that an employee is reassigned as a temporary employee in accordance with paragraph 8.

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

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

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



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>11. A temporary employee who elects to return to the Unit B Part Time Collective Agreement will carry back his/her accumulated seniority and service in accordance with Article 20 of the Full Time Collective Agreement. Such employee will be returned to his/her former classification in the Unit B Part-Time Collective Agreement and be eligible for work as per Article 27, if such work is available.</p> <p>12. It is understood and agreed that an employee covered by the Full Time Collective Agreement who is not covered by paragraph 9 of this Letter of Intent, and who has been laid off in accordance with the provisions of that the Full Time agreement, and who is subsequently employed under the provisions of this Collective Agreement, shall lose his/her seniority but shall not lose his/her service or right of recall with respect to his/her full time position.</p> <p>13. Nothing in the foregoing shall limit management's right to determine whether a position will be filled or create an obligation to assign any full time work to a Unit B employee instead of electing to have a temporary employee perform some or all of it.</p> <p>14. Any disputes that may arise will first be referred to the Director of Employee and Labour Relations and the President of Local 79 who will discuss and attempt to resolve concerns, prior to the filing of a grievance by either party which shall be filed at Step 3.</p>
<b>Article 17 LEAVE OF ABSENCE</b>	
17.18	<p style="text-align: right;"><b>March 2, 2016</b></p> <p><b>Amend clause 17.18 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>three (3)</b> <del>two (2)</del> <del>four (4)</del> members selected by Local 79.</p> <p>Leave of absence without loss of pay or benefits and with accumulation of seniority shall be granted to members of the Local 79 Negotiating Committee for the purpose of preparing proposals and negotiating a Collective Agreement or amendments thereto <b>up to filing for conciliation by either party.</b></p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p><del>Pay will be calculated on the basis of the employee's average number of paid hours per pay period during the eight (8) full pay periods immediately preceding the commencement of the leave under this clause.</del></p> <p>The name of each of the members of the Negotiating Committee shall be provided in writing to the Executive Director of Human Resources at <b>least four (4) weeks prior to the commencement of the leave.</b> Requests for <b>unpaid</b> leave of absence for additional members of the Negotiating Committee shall be considered on a case by case basis.</p> <p>Flow through from Full Time Agreement, as appropriate Flow through to LTCH&amp;S and REC, as appropriate</p>
<b>Article 27 SCHEDULING</b>	
27.04(a)	<p><b>Amend clause 27.04(a) as follows:</b></p> <p>Where a work schedule is produced in connection with any identified work and/or program unit within a work location within a division, the City shall make reasonable efforts to post a <b>two (2) week work such</b> schedule(s) at least <b>four (4)</b> <del>two(2)</del> weeks in advance.</p>
27.04(c) NEW	<p><b>Add a new clause as follows:</b></p> <p><b>Based on operational requirements, employees will be pre-scheduled to work a minimum of four (4) shifts on a biweekly basis to coincide with the posted schedule. <del>While there will be no minimum guarantee of hours for employees, the City will, considering the availability of work to be performed and the operational requirements of the work, endeavour to maximize pre-scheduled work opportunities. Any supplementary work opportunities arising after the schedule has been posted will be offered in a manner that is informed by, among other things, seniority.</del></b></p>
New Memorandum of Agreement – Shift Scheduling	<p><b>The parties agree to establish a scheduling sub-committee, reporting to the Labour Management Committee. The Committee will meet, on a quarterly basis, to discuss scheduling issues. The purpose of this committee is to identify and discuss concerns regarding the maximizing of work opportunities for employees in Unit B,</b></p>

CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016

	the equitable distribution of part time work amongst employees and the efficiency and effectiveness of the public services that it provides.
NEW 27XX	<p>Amend LOI – Review of Long Term Assignments Children's Services Division as follows:</p> <p style="text-align: center;">LETTER OF INTENT</p> <p style="text-align: center;"><u>REVIEW OF LONG TERM ASSIGNMENTS CHILDREN'S SERVICES DIVISION</u></p> <p>The parties agree that within 60 days of ratification of this Collective Agreement and every two (2) years thereafter, <del>each subsequent year beginning on January 1, 20XX,</del> the parties will conduct a review of all Long Term assignments for <del>Child Care Aides (CCA)</del> and Food Service Workers (FSW) in the Children's Services Division. Once the review is complete, employees will be able to select long term assignments, by location and number of hours, in order of seniority. <del>As part of the review, the Parties agree to look at current CCA schedules with the intent to minimizing the scheduled shifts which are interrupted by periods of non-paid time.</del></p> <p>Add a new LOI as follow:</p> <p style="text-align: center;">LETTER OF INTENT</p> <p style="text-align: center;"><u>REVIEW OF HOURS OF WORK FOR CHILD CARE AIDES (CCA'S)</u></p> <p>The parties agree that within 60 days of ratification of this Collective Agreement, <del>As part of the review,</del> the Parties will agree to review <del>look at current</del> Child Care Aide (CCA) schedules with the intent to minimize the scheduled shifts which are interrupted by periods of non-paid time.</p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

<b>NEW</b>	<p style="text-align: right;">March 2, 2016</p> <p>The City agrees to add a new Memorandum of Agreement as follows:</p> <p style="text-align: center;"><b>MEMORANDUM OF AGREEMENT WORK SELECTION FOR "SEASONAL" EMPLOYEES IN THE PARKS, FORESTRY AND RECREATION DIVISION</b></p> <p>The parties agree that during the term of this collective agreement, they will meet to discuss the feasibility of creating a work selection process for "seasonal" employees in the Parks, Forestry and Recreation Division for the purpose of providing a choice of available work, for employees based on their seniority and classification, while ensuring that the City is able to meet its operational service level requirements.</p>
<b>NEW</b>	<p style="text-align: right;">March 2, 2016</p> <p>The City proposes a NEW Memorandum of Agreement as follows:</p> <p style="text-align: center;"><b>MEMORANDUM OF AGREEMENT <u>REVIEW OF PART-TIME EMPLOYEES WORKING IN FULL TIME ASSIGNMENTS</u></b></p> <p>Commencing 90 days following ratification, and every January 1<sup>st</sup> thereafter, a review of part-time employees working full time hours for a continuous period of 6 months or greater in the same job classification and Division shall take place. The purpose of the review shall be to determine if the temporary full time assignment is expected to continue. Should the assignment be required to continue, the employee will be reassigned to the full time L79 bargaining unit as a temporary full time employee. This review will also determine whether there are employee(s) in the bargaining unit that meet the criteria as stated in the Memorandum of Agreement (M2) dated August 9, 2002</p>
<b>Article 28 HEALTH AND SAFETY</b>	
<b>NEW</b>	<p>The City agrees to attach the Psychological Health and Safety Policy to the Collective Agreement and amend Article 48 ACCESS TO CITY OF TORONTO POLICIES/PROGRAMS accordingly.</p>



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>Flow through from Full Time Agreement Flow through to all Part – Time Agreements</p>
<b>Article 32 TERM OF AGREEMENT AND NOTICE TO BARGAIN</b>	
32.01	<p>Amend Article 33 as follows:</p> <p>This agreement shall remain in force from the 1<sup>st</sup> day of January, <del>2016</del>2012 until and including the 31<sup>st</sup> day of December, <del>2019</del> 2015 and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement.</p> <p>Flow through from Full Time Agreement Flow through to all Part Time Agreements</p>
<b>Article 34 EXTENDED HEALTH CARE/DENTAL/GROUP LIFE INSURANCE</b>	
	<p>Amend Article 34 as follows:</p> <p>The City shall provide employees with access to an Employee Benefit Plan as follows:</p> <p>The following plans that are available as described in the Full-Time Collective Agreement and as amended below, shall be available to employees who have completed <del>six (6) calendar months</del> <b>one full calendar year following the completion of his/her probationary period</b> <b>one thousand and forty (1,040) paid hours</b>, with the Employer paying a pro-rata portion of the premiums.</p> <p><b><u>Extended Health Care Benefits</u></b></p> <p>(i) Extended Health Care Benefits as per the Full-Time Collective Agreement, excluding the following:</p> <p style="padding-left: 40px;">(A) out of country emergency medical coverage</p> <p style="padding-left: 40px;">(B) semi-private hospitalization coverage</p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>(C) orthotics/orthopedic shoes</p> <p>(D) private duty nursing</p> <p><del>(ii) Extended Health Care Benefits as per the Full-Time Collective Agreement, as amended below:</del></p> <p><del>(A) services of licensed or registered physiotherapist prescribed by the employee's attending physician with an overall to a maximum of two thousand (\$2,000.00) per person per benefit year.</del></p> <p><del>(B)–</del></p> <p><b><u>Dental Care Plan</u></b></p> <p>(iii) Dental Care Plan as per the Full-Time Collective Agreement, excluding the following:</p> <p>(A) orthodontics</p> <p>(B) caps/crowns</p> <p>(C) fixed bridges/bridgework</p> <p>(D) gold fillings</p> <p>(E) inlays/onlays</p> <p><b><u>Group Life Insurance</u></b></p> <p>(iv) Group Life Insurance in the amount of three thousand dollars (\$3,000) until the first of the month following the employee's seventieth (70th) birthday.</p> <p><b><u>Optional Group Life – Employee and Spouse</u></b></p> <p>(v) The City shall provide, as an option, available to those employees who request it in writing, Group Life Insurance up to a maximum of three hundred thousand (\$300,000) dollars for the employee and/or three hundred thousand (\$300,000) dollars for the employee's spouse, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.</p> <p><b><u>Optional Group Life – Dependants</u></b></p> <p>(vi) The City shall provide for all employees through a contract with an insurer selected by the City,</p>
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**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>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 and individual coverage is subject to approval by the insurer.</p> <p>(vii) Effective the first of the month following the employee's seventieth (70th) birthday, he/she shall no longer be entitled to Optional Group Life Insurance referred to in 34.01(a)(v) and (vi). 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 (70th) birthday, whichever is earlier.</p> <p><b><u>Continuation Of Group And/Or Optional Life Insurance</u></b></p> <p>(viii) 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 employees' expense.</p>
34.01(b)	<p>Where such employees elect to participate and authorize a payroll deduction for their share of the premiums, the City shall, subject to Article 17.03(d), pay a pro-rata portion of the premiums on the following basis:</p> <p>(i) For employees in forty (40) hour per week job classifications:</p> <p>0 - 127 aggregate hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums;</p> <p>128 - 191 aggregate hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums;</p> <p>192 - 255 aggregate hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums;</p> <p>256 - 383 aggregate hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums;</p> <p>384 - 511 aggregate hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums;</p> <p><b>512 or more aggregate hours worked during the preceding eight (8) pay periods, ninety (90%)</b></p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p><b>one hundred percent (100%) of the premiums.</b></p> <p>(ii) or employees in thirty-five (35) hour per week job classifications:</p> <p>0 - 111 aggregate hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums;</p> <p>112 - 167 aggregate hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums;</p> <p>168 - 223 aggregate hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums;</p> <p>224 - 335 aggregate hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums;</p> <p>336 - 447 aggregate hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums;</p> <p><b>448 or more aggregate hours worked during the preceding eight (8) pay periods, ninety (90%) one hundred percent (100%) of the premiums</b></p>
34.01(c)	For the purpose of Article 34 only, 'hours worked' shall include time off while in receipt of a Workplace Safety and Insurance Award in accordance with Article 25 or Vacation in accordance with Article 11, but shall exclude overtime.
34.01(d)	For the purpose of enrolment in any or all of the plans, there shall be <b>one (1) three (3)</b> "scheduled open periods" per year, from <b>December 1 to December 15</b> <del>the first to the fifteenth days inclusive of the months of December, April and August</del> , except that the initial open period for an employee shall be the two (2) weeks following the pay period in which the employee <b>becomes eligible subject to clause 34.01(a) and where an employee returns from a leave of absence or layoff will be provided with a two(2) week open period.</b> <del>has completed one thousand and forty (1,040) paid hours.</del>



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

34.01(e)	Prior to the beginning of the each "scheduled open period" in December, <del>April and August</del> , each employee who is eligible for benefits in accordance with Article 34.01(a) will receive a summary of the hours he/she has worked in the previous eight (8) pay periods and a summary of the amount of both the employer's and the employee's portion for each benefit.
34.01(f)	If the employee elects to participate, <b>coverage will begin January 1st of the next year and the applicable premium deduction will shall commence on the first day of the month following enrolment, and payroll deductions shall commence in the first pay period ending in that month.</b>
34.01(g)	<p><b><u>Arrears</u></b></p> <p><del>Subsequent to the commencement of coverage, Where</del> an employee does not have sufficient earnings to cover the required payroll deduction, the employee will be required to reimburse the City for his/her share of the premium cost in arrears. <del>if such arrears are not otherwise cleared.</del></p> <p>The coverage of an employee who has gone into arrears shall be terminated at the end of the <del>first</del><b>second consecutive</b> month in which arrears have not been cleared by the regular deduction date in that month. Such employee may not re-enrol for benefits in future until such arrears have been cleared.</p> <p><b>Should the employee fail to reimburse the City, such arrears shall be treated as an overpayment and recovered in accordance with clause 8.10.</b></p>
34.01(h)	Employees who decline coverage shall not be eligible to participate until the next "scheduled open period".
34.01(i)	Employees who wish to terminate their participation in any or all of the plans must do so in writing, <del>giving at least thirty (30) days notice by November 1st in any year.</del> <b>In any event, termination of benefits will not occur until the end of the current calendar year.</b>
34.01(j)	<b><u>Change of Address</u></b>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	It is the responsibility of every employee to notify the City promptly of any change of address.
34.02	<p><b><u>Change of Marital Status or Dependants</u></b> Each employee shall report any changes in marital status or increase or decrease in dependants <b>without delay. within thirty (30) days of the life event change.</b></p>
34.03	<p><b><u>Benefits Monitoring Committee</u></b> 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.  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.  The Committee shall meet at the request of either party.</p>
34.04	<p><b><u>Change in Carrier</u></b>  Should there be a change of 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>
34.05	<p><b><u>Benefit Plan Book</u></b>  The City shall provide a copy of the benefit plan book and shall provide updates when they occur to each employee who enrolls in the plan or request a copy. The City shall provide Local 79 with a copy of the benefit plan book and updates for proofreading and comment prior to its distribution to employees.</p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

34.06	<p><b><u>Benefit Utilization and Premium Rates</u></b></p> <p>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>
34.07	<p><b><u>Benefits Representative</u></b></p> <p>Leave of absence, with pay, shall be granted to one (1) full-time Benefits Representative</p>
	<p style="text-align: center;"><b>LETTER OF INTENT <u>USE OF EMPLOYMENT INSURANCE BENEFIT</u></b></p> <p>The Union agrees to use the EI rebate to offset the cost of benefits.</p>
NEW	<p><b>NEW LOI as follows:</b></p> <p style="text-align: center;"><b><u>LETTER OF INTENT UNIT B, PART-TIME – EXTENDED HEALTH CARE BENEFIT PREMIUM</u></b></p> <p>For eligible employees, the City agrees that effective <b>the first day of the pay period following March 4, 2016</b>, the premiums for Extended Health Care benefits will be adjusted by 15% until December 31, 2016, to the following rates:</p> <ul style="list-style-type: none"> <li>• Single - \$126.40 per month</li> <li>• Family - \$312.17 per month</li> </ul> <p>The above premium rates to be shared by the employee and the City in accordance clause 34.01(b)</p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>It is further understood that clause 34.01(d) will be amended, as follows:</p> <p>For the purpose of enrolment in any or all of the plans, there shall be one (1) "scheduled open period" per year from December 1 to December 15, except that the initial open period for an employee shall be the two (2) weeks following the pay period in which the employee become eligible subject to clause 34.01(a).</p> <p>Clauses 34.01(e), (f) and (i) will be amended accordingly to reflect the one (1) "scheduled open period".</p> <p>In addition, clauses 15.01(e), (f), (g), (h), (i), (j) of the Long Term Care Homes &amp; Services Collective Agreement will be amended to reflect one (1) "scheduled open period".</p> <p>Within thirty (30) days prior to December 31, 2016, the Director, Pension, Payroll &amp; Employee Benefits will meet with Local 79 to report the discount, if applicable, to be provided for the 2017 Extended Health Care benefit premiums and the impact, if any, to the other Local 79 bargaining units.</p>
	<p>Flow through from Full Time Agreement, as appropriate</p> <p>Flow through to all Part Time Agreements, as appropriate</p>
<b>Article 40 EMPLOYMENT EQUITY</b>	
<b>March 2, 2016</b>	
40.01	<p><b>The City withdraws its proposal and agrees to the Union's proposal as follows:</b></p> <p style="text-align: center;"><b><del>EMPLOYMENT EQUITY AND WORKPLACE DIVERSITY</del></b></p> <p><del>40.01 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: Priority items shall include, but not be limited to:</del></p> <p><b>a) Identification of systemic barriers;</b></p>



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

- b) **Recruitment;**
- c) ~~City-wide promotion system;~~
- d) ~~Increasing the range of opportunities for permanent jobs;~~
- e) ~~Ensuring access to employment opportunities for all employees of the City;~~
- 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**

- 40.01 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.

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p><b>Add new Memorandum of Agreement as follows:</b></p> <p style="text-align: center;"><b>Memorandum of Agreement Workforce Diversity</b></p> <p><b>The parties agree to meet during the term of this agreement to discuss workforce diversity issues including;</b></p> <ul style="list-style-type: none"> <li><b>a) Identification of systemic barriers;</b></li> <li><b>b) Recruitment;</b></li> <li><b>c) Employment opportunities for youth; Aboriginal peoples, persons with disabilities, other equity-seeking groups and foreign-trained professionals; and</b></li> <li><b>d) Collecting data/information that would be of use to this process.</b></li> </ul> <p>Flow through from Full Time Agreement Flow through to all Part Time Agreements</p>
<b>Article 44 ILLNESS OR INJURY PLAN</b>	
<b>44</b>	<p><b>Amend Article 44 as follows:</b></p> <p><b><u>Purpose</u></b></p> <p>44.01 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 scheduled work due to illness or injury, subject to the provisions of this Article.</p> <p>IIP coverage shall be provided 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 <i>Workplace Safety and Insurance Act, 1997, S.O. 1997</i>, as amended.</p> <p><b><u>Eligibility</u></b></p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

- 44.02 An employee shall become eligible to receive IIP hours for absences due to illness or injury commencing the first work day following the completion of his/her probationary period, subject to 44.11(c) (Occurrences).
- (a) The completion of nine hundred and ten (910) aggregate paid hours for thirty-five (35) hour a week positions, or one thousand, and forty (1040) aggregate paid hours for forty (40) hour a week positions, in accordance with the Article 5 (Probationary Period); and
  - (b) The completion of nine hundred and ten (910) regular paid hours (excluding, e.g. overtime hours) for thirty-five (35) hour a week positions, or one thousand, and forty (1040) regular paid hours (excluding, e.g. overtime hours) for forty (40) hour a week positions, in the previous calendar year.
- An employee must re-satisfy the condition in (b), above, in each calendar year in order to re-qualify for IIP hours in subsequent years.

**Definitions**

**44.03 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; and
- (c) an "eligible employee" shall mean an employee who meets criteria set out in clause 44.02.

**Pro-ration of IIP Hours**

- 44.04 The annual IIP hours that will be provided to an eligible employee will be a pro-rated amount up to a maximum of nine hundred and ten (910) IIP hours for thirty-five (35) hour a week positions and up to a maximum amount of one thousand and forty (1040) IIP hours for forty (40) hour a week positions, as set out in the charts below, based on the total regular hours paid (excluding, e.g., overtime hours) in the previous calendar year as a percentage of one thousand, eight hundred and twenty (1820) or two thousand and eighty (2080) hours, as applicable.

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

**AMEND clauses 44.05 and 44.06 as follows:**

**CLAUSES 44.05(A), TO 44.06 (B) AS FOLLOWS, APPLY PRIOR TO JANUARY 1, 2017:**

**Illness or Injury Plan – Hours Chart**

44.05(a) An eligible employee will be entitled to IIP hours, if any, at one hundred percent (100%) of his/her hourly rate based on his/her total regular hours paid (excluding, e.g., overtime hours) as indicated in the charts below (column B or C). The employee will be eligible for the remainder of his/her nine hundred and ten (910) or one thousand and forty (1040) IIP hours, if any, at seventy-five percent (75%) of his/her hourly rate (column D or E).

44.05(b) Eligible employees are only entitled to advance to the next level of coverage based on total regular hours paid (excluding, e.g., overtime hours) in accordance with the charts below, when they are:

- (i) actually at work; or
- (ii) on pre-approved vacation; or
- (iii) on approved Leave of Absence, not arising due to illness or injury; or
- (iv) 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 total regular hours paid (excluding, e.g., overtime hours) in accordance with the charts below, upon actually returning to work for a period of at least seventy (70) or eighty (80) aggregate hours, as applicable.



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

44.06(a) IIP hours for eligible employees in thirty-five (35) hour a week positions, shall be as provided in the following chart:

IIP HOURS CHART(35 hour a week positions)				
Total Regular Hours Paid	Maximum Number of IIP Hours per calendar year paid at 100% of Hourly Rate**		Maximum Number of IIP Hours per calendar year paid at 75% of Hourly Rate **	
A	B	C	D	E
	Maximum IIP hours paid @ 100%	Percentage of IIP hours paid @ 100%	Maximum IIP hours paid @ 75%	Percentage of IIP hours paid @ 75%
910 hours to less than 1820 hours	70	8%	840	92%
1820 hours to less than 3640 hours	105	12%	805	88%
3640 hours to less than 5460 hours	140	16%	770	84%
5460 hours to less than 7280 hours	210	24%	700	76%
7280 hours to less than 9100 hours	280	31%	630	69%
9100 hours to less than 10,920 hours	350	39%	560	61%
10,920 hours to less than 12,740 hours	420	47%	490	53%
12,740 hours to less than 14,560 hours	560	62%	350	38%
14,560 hours to less than 16,380 hours	700	77%	210	23%
16,380 hours to less than 18,200 hours	840	93%	70	7%
18,200 hours or more	910	100%	0	0%

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

44.06(b) IIP hours for eligible employees in forty (40) hour a week positions, shall be as provided in the following chart:

IIP HOURS CHART (40 hour a week positions )				
Total Regular Hours Paid	Maximum Number of IIP Hours per calendar year paid at 100% of Hourly Rate**		Maximum Number of IIP Hours per calendar year paid at 75% of Hourly Rate **	
A	B	C	D	E
	Maximum IIP hours paid @ 100%	Percentage of IIP hours paid @ 100%	Maximum IIP hours paid @ 75%	Percentage of IIP hours paid @ 75%
1,040 hours to less than 2,080 hours	80	8%	960	92%
2,080 hours to less than 4,160 hours	120	12%	920	88%
4,160 hours to less than 6,240 hours	160	16%	880	84%
6,240 hours to less than 8,320 hours	240	24%	800	76%
8,320 hours to less than 10,400 hours	320	31%	720	69%
10,400 hours to less than 12,480 hours	400	39%	640	61%
12,480 hours to less than 14,560 hours	480	47%	560	53%
14,560 hours to less than 16,640 hours	640	62%	400	38%
16,640 to less than 18,720 hours	800	77%	240	23%
18,720 to less than 20,800 hours	960	93%	80	7%
20,800 hours or more	1040	100%	0	0%

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

**No Payout or Carry Over**

**44.07** There is no payout of unused IIP hours. There is no carry-over of unused IIP hours from year to year, except when an illness or injury starts in one year and continues into the next calendar year or as provided in clause 44.08(c).

**CLAUSES 44.05(A) TO 44.07 AND ~~45.01~~ AS FOLLOW: APPLY AFTER JANUARY 1, 2017 AND SUPERCEDES THE PREVIOUS VERSIONS OF CLAUSES 44.05(A), 44.06 (A), 44.06(B), and 44.07 and ~~45.01~~:**

**IIP Coverage Limits**

**44.05(a)** An eligible employee will be provided with IIP coverage in accordance with 44.06(a), on the basis of the employee's hourly rate as provided for in the Wage Schedule. The IIP coverage provided to an eligible employee will be pro-rated 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 to a maximum of the IIP coverage set out in the chart at clause 44.06(a). The IIP coverage provided to an eligible employee in any calendar year will not exceed the employee's pro-rated allocation.

**Illness or Injury Plan – Coverage**

**44.06(a)** IIP coverage shall be as provided to eligible employees in accordance with the following chart:  
**35 Hour Classifications:**

	Maximum Coverage at 100%	Maximum Coverage at 75 %
Sick Pay Coverage in a Calendar Year	<b>140 hours 20 Days</b>	<b>770 hours 110-Days</b>

The actual annual entitlement of an eligible employee is pro-rated pursuant to clause **44.05(a)**.

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

**40 Hour Classifications:**

	Maximum Coverage at 100%	Maximum Coverage at 75 %
Sick Pay Coverage in a Calendar Year	<b>160 hours 20 Days</b>	<b>880 hours 110-Days</b>

The actual annual entitlement of an eligible employee is pro-rated pursuant to clause 44.05(a).

**Top Up Credits**

**44.06(b)** If an eligible employee uses less than his/her allotment of IIP ~~days~~ paid hours at the maximum coverage of **one hundred percent (100%)** ("**one hundred percent (100)% coverage hours days**"), up to seventy-five percent (75%) of the allocated **one hundred per cent (100%) coverage hours days** (to a maximum of ~~fifteen (15) days~~ **one hundred and five (105) hours for a 35 hour classification and 120 hours for a 40 hour classification**) may be carried over to the following year ("the carry over year") as "top up credits". ~~One Seven (7) hours (for a thirty (35) hour classification) and eight (8) hours (for a forty (40) hour classification)~~ of unused IIP hours ~~day~~ is equivalent to **fourteen (14) hours (for a thirty-five (35) hour classification) sixteen (16) hours (for a forty (40) hour classification) two of top up credits, up to a maximum of two hundred and ten (210) hours for a thirty-five (35) hour classification and two hundred and forty (240) hours for a forty (40) hour classification 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 **one hundred percent (100%) coverage days hours** in the carry over year ~~one~~ the top up credit will be applied to subsequent ~~days~~ hours for which he/she is entitled to IIP coverage. ~~One~~ The top up credit increases the IIP coverage from **seventy-five percent (75%) to one hundred percent (100%).**

**No Payout or Carry Over**

**44.07** There is no payout of unused IIP hours. There is no carry-over of unused IIP hours from year to year, except when an illness or injury starts in one year and continues into the next calendar year or as provided in clause **44.06 (b), 44.08(c).**



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

**Renewal of IIP Hours for Eligible Employees - January 1st**

- 44.08(a) Subject to the requirements of 44.02, an eligible employee will receive his/ her IIP hours on his/her first shift worked 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) on any other leave pursuant to the Collective Agreement, not arising due to illness or injury.
- 44.08(b) An eligible employee not covered by clause 44.08(a), who is not actually at work on his/her first shift 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 hours or has exhausted his/her IIP hours, will not receive his/ her renewed IIP hours until he/she has actually returned to work for a period of at least seventy (70) or eighty (80) aggregate hours, as applicable.
- 44.08(c) An eligible employee covered by clause 44.08(b) or 44.10(b) shall continue to retain any remaining IIP hours from the previous year, until he/she has returned to work for seventy (70) or eighty (80) aggregate hours, as applicable.
- 44.08(d) In addition to the objectives set out in clause 34.03, the Benefits Monitoring Committee may address the following issues, in special circumstances:
- (i) renewing an eligible employee's IIP hours prior to the seventy (70) or eighty (80) aggregate hour period referred to in 44.08(b);
  - (ii) the identification and correction of errors or omissions with respect to an eligible employee's IIP renewed hours; and
  - (iii) the provision of additional IIP hours in circumstances where an eligible employee suffers more than one unrelated illness or injury.

**IIP Hours Upon Return From Approved Leave**

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

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

**Recall**

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

44.10(b) Where an eligible employee is laid off and recalled to work in the following calendar year, he/she shall have his/her IIP hours renewed in accordance with clauses 44.05 and 44.08 above, as of the first day the eligible employee returns to work.

**Use of IIP Hours**

44.11(a) The number of paid IIP hours received by an eligible employee shall be deducted from his/her available IIP hours but no deduction shall be made on account of any day on which an eligible employee would normally be entitled to be off work or for time lost because an eligible employee was unable to respond to a call-in shift.

44.11(b) An eligible employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from his/her IIP hours, unless a physician states that the eligible employee is fit for further work on that shift.

**Occurrences**

44.11(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 hours commencing on the first day of absence. For the fourth (4th) and any subsequent occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive IIP hours on the second (2nd) day of absence. All

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

payments will be made based on the percentages outlined in clauses 44.05 and 44.06, as applicable.

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

**Hospitalization**

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**

44.12 An eligible 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**

44.13(a) An employee absent for more than three (3) consecutive shifts shall furnish within three (3) calendar days following their fourth (4th) consecutive shift absent a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician and the probable date on which the employee will return to duty. The three (3) calendar 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.

44.13(b) An employee absent for more than thirty (30) calendar days shall:

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>(i) provide immediately following such thirty (30) calendar 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</p> <p>(ii) provide further certificates from his/her physician, covering the same information, following each subsequent thirty (30) calendar days absent.</p> <p><b><u>Movement to the Full-Time Collective Agreement</u></b></p> <p>44.14 An eligible employee who subsequently moves to the full-time Collective Agreement, upon entering the full-time bargaining unit shall take with him/ her his/her unused IIP hours, if any, and shall thereafter be deemed an employee covered by Article 11A of the Full-Time Collective Agreement with IIP hours equal to the IIP hours carried over from this Collective Agreement. For the purposes of converting IIP hours carried over from this Collective Agreement to the Full-time Collective Agreement, seven (7) or eight (8) hours, as the case may be, shall be considered as equal to one (1) day under the Full-time Collective Agreement.</p> <p><b><u>Use of Vacation/Lieu Time Entitlements</u></b></p> <p>44.15 An employee absent because of illness or injury who has exhausted his/her IIP hours, if any, may use any vacation entitlement or lieu time owing as IIP hours. In that case, the vacation or lieu time will be treated as IIP hours and the provisions of this Article will apply.</p>
	<b>March 2, 2016</b>
	<b>The City withdraws its proposal, and returns to status quo.</b>
<b>MEMORANDUM OF AGREEMENT ITEMS</b>	
M5 MOA - Seniority	<b>The City agrees to renew this memorandum.</b>



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

**Amend Memorandum of Agreement as follows:**

**Memorandum of Agreement  
Pilot Project for Exploring Alternate Means of Scheduling  
Unit B – Part Time**

**Principles**

This Memorandum shall not form part of the Collective Agreement and shall terminate on December 31, 2017.

In an effort to provide consistent service to members of the public and to provide, subject to operational needs, where possible, equitable and predictable scheduling, the Division will explore alternate means of scheduling. When developing schedules, the Division shall give due consideration to employee seniority, the requirements and efficiency of the operations and current and substantial availability of the employee. Within six (6) months from the date of ratification of the Collective Agreement, the Division shall notify Local 79 of the implementation of any pilot project(s) with regards to alternate means of scheduling. Prior to implementing any pilot project(s) related to alternate means of scheduling, the Division shall notify Local 79 of:

- the classification(s) to which the pilot project(s) shall apply;
- the program unit(s)/location(s) where the pilot project(s) shall operate;
- the length of the pilot project(s);
- the methodology of how the pilot project(s) will be administered
- any other information deemed relevant

The Division will offer Local 79 the opportunity to provide feedback.

Employees will be notified in advance of changes to the current scheduling process.

Either party may request to meet at the halfway point of the pilot project to discuss its progress.

Where a dispute arises regarding the scheduling of an employee, the employee's immediate supervisor will be given an opportunity to discuss and address the dispute. Should the dispute not be resolved with the immediate supervisor, the employee, a Local 79 representative and the Unit Officer shall meet with two (2) Division

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

designates to discuss the dispute with a view to resolving the matter. The Division shall provide a timely decision with respect to the matter. Any such dispute will not be subject to the grievance process. During the dispute resolution procedure, access to documents and information concerning the dispute shall not be unreasonably denied.

The Division may, at the end of the pilot project, either modify the scheduling project or revert back to the current scheduling practice. If there is a negative operational impact, the Division may cancel the pilot project with notice to the Union and to impacted employees at any time before the beginning of the next schedule cycle.

Procedure

1. The Division shall establish work schedules for pre-scheduled work and offer call in work in the identified locations /program unit(s).
2. Employees shall provide current and substantial availability at a level operationally determined by the Division.
3. Employees may increase availability for pre-scheduled work and call in work at any time in accordance with the established procedures at times determined by the Division. This change in availability will be taken into account in preparing subsequent posted schedules and assigning subsequent call in work.
4. Employees will not be required to maintain their availability for pre-scheduled shifts after the schedule has been posted, for the duration of the applicable schedule period.
5. Employees shall be required to maintain their stated availability for call in work, after the schedule has been posted, for the duration of the applicable schedule period.
6. Notwithstanding clause 27.04(a) in the Collective Agreement, schedules will be posted 4 weeks in advance of the effective date of the schedule. The procedure for shift exchanges between part time employees will be in accordance with clause 27.05.

Unless otherwise noted in this Memorandum, the scheduling provisions under Article 27 of the Unit B Collective Agreement shall apply to employees who are involved in the pilot project.

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 UNIT B – PART TIME AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

<p>New Memorandum of Agreement Item</p>	<p><b>Add a new Memorandum of Agreement Item as follows:</b></p> <p style="text-align: center;"><b><u>Memorandum of Agreement Item</u></b> <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> <p style="padding-left: 40px;">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;</p> <p style="padding-left: 40px;">Employee attendance shall be encouraged.</p> <p>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.</p> <p>Flow through from Full Time Agreement Flow through to all Part Time Agreements</p>
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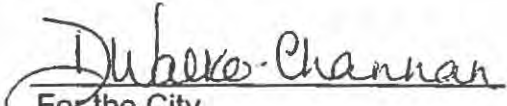


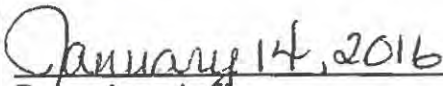
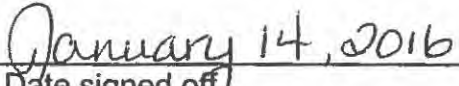
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B – PART TIME AGREEMENT**

**Article 6 – NO DISCRIMINATION OR HARASSMENT**

**Amend clause 6.01 as follows**

- 6.01 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 from Full Time Agreement  
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  
UNIT B – PART TIME AGREEMENT**

**Article 12 - SENIORITY**

**Amend clause 12.05(b) as follows:**


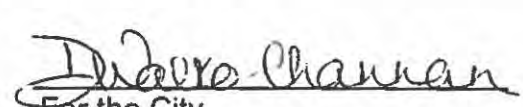


12.05(b) In the event of a layoff, the most junior employee in the classification at the work location identified for layoff shall have the right to displace the most junior employee in the same classification in the same Division, provided the employee is qualified to perform the work. Failing such displacement, the employee shall be laid off with full rights of recall in accordance with this article.

If and when work becomes available within twenty-four (24) calendar months from the date of his/her layoff and provided he/she possesses the necessary qualifications to perform the work, such employee shall be recalled to work in order of seniority within the same position classification within the Division.

An employee who refuses recall or who fails to report to work within ten (10) days of recall, shall be deemed to have terminated his/her employment with the City.

**An employee on lay-off has the right to apply/or proceed in a job posting pursuant to Article 13 of the Part-Time Unit B Collective Agreement. The right to apply and/or proceed in such a job posting shall not extend beyond the period of recall as set out in this clause.**

*Flow through to LTCH&S*

<b>DATE AGREED:</b> February 24, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
March 3/16 _____ Date signed off	March 3, 2016 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B – PART TIME AGREEMENT**

**Article 12 - SENIORITY**


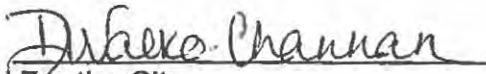


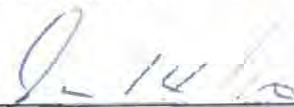

**Amend clause 12.07 as follows:**

12.07 An employee who resigns shall have the right to rescind his/her resignation, provided that he/she notifies his/her immediate supervisor in writing, with a copy to the Division Head concerned, within seven (7) calendar days of the date on which he/she tenders his/her resignation.

Upon receipt of such notification by the ~~employees'~~ **employee's** supervisor, the employee shall be reinstated to his/her former classification and be eligible for hours as per Article 27 or if applicable, reinstated to his/her former position(s) if the vacated position has not been filled.

It is understood that such time off shall be without pay but with benefits.

**Flow through to LTCH&S**

<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  
UNIT B – PART TIME AGREEMENT**


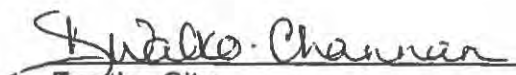

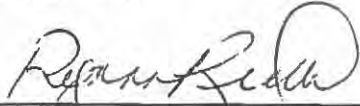

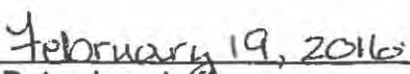
**Article 13 – JOB POSTINGS**

**Amend clause 13.01 as follows:**

**Job Posting to the Full-Time Bargaining Unit**

**13.01** Employees covered by this Agreement shall have access to the Job Posting procedure as set out in Article 15 (Job Postings) of the **Local 79 Full Time** full-time Collective Agreement. ~~between Local 79 and the City as appended to this agreement (Appendix B).~~

***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  
UNIT B – PART TIME AGREEMENT**


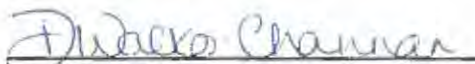
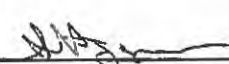
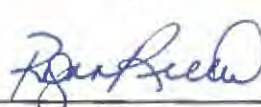
**Article 13 – JOB POSTINGS**

**Amend clause 13.03 as follows:**

**Job Postings to the Full-Time Bargaining Unit**

- 13.03 Should a reversion under clause 15.14(a) in the Local 79 Full-Time Collective Agreement be necessary or requested by an employee who was employed in the Local 79 Part-Time Unit B bargaining unit immediately prior to accepting a position in the Local 79 Full-Time bargaining unit, the employee will be reverted to his/her former classification and **Division** in the Local 79 Part-Time Unit B bargaining unit, and shall be credited to him/her the service standing to his/her credit at the time of reversion, including the service earned in the Local 79 Full-Time bargaining unit immediately prior to such reversion. Such service shall be designated as the employee's seniority pursuant to clause 1.01 of the Local 79 Part-Time Unit B Collective Agreement.

The employee shall be offered work in the same **Division**, work area and/or program unit as he/she was employed in prior to becoming an employee in the Local 79 Full-Time bargaining unit, subject to the availability of work, with the objective that to the greatest extent possible, the employee is given the opportunity to work the hours they had worked prior to his/her promotion or appointment to a position in the Local 79 Full-Time bargaining unit.

<b>DATE AGREED: February 16, 2016</b>	
 _____ 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  
UNIT B – PART TIME AGREEMENT**


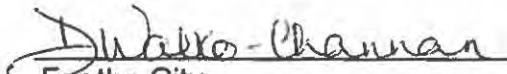


**Article 13 – JOB POSTINGS**

**Amend clause 13.04 as follows:**

**Part-Time Employment Opportunities**

- 13.04 Employees who are interested in being considered for a part-time position in another Local 79 part-time bargaining unit or, to a different classification within the Unit B part-time bargaining unit, **shall** ~~may~~ apply to externally posted part-time positions through the City's external website.

*Flow through to all Part Time Agreements, as appropriate*

<b>DATE AGREED: December 16, 2015</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  
UNIT B – PART TIME AGREEMENT**


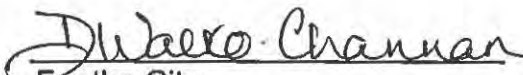


**Article 14 – TEMPORARY FULL-TIME ASSIGNMENTS**

Amend clause 14.01 as follows:

14.01 If the temporary full-time assignment continues for longer than a total of six (6) continuous months of service, provided the assignment has not been interrupted by an aggregate of absences on unpaid leave and/or IIP hours in excess of five (5) days, the employee will be reassigned as a temporary employee and thereafter will be covered by the Local 79 Full-Time Collective Agreement.

~~If an employee is absent on unpaid leave and/or IIP hours in excess of five (5) ten (10) days, the above mentioned period will be extended by the length of the absence.~~

It is understood by the Parties that unpaid leave excludes any leave for the purpose of vacation, as per Article 11.04.

<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


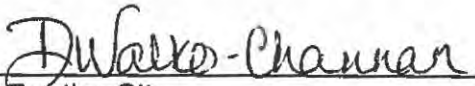

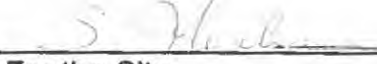
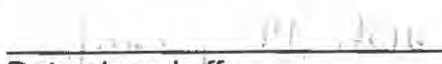
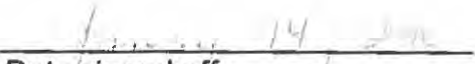
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART TIME AGREEMENT**

**Article 16 – GRIEVANCE PROCEDURE**

**Amend clause 16.07 as follows:**

- 16.07 ~~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 from Full Time Agreement  
Flow through to all Part Time Agreements*

<b>DATE AGREED:</b> 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  
UNIT B – PART TIME AGREEMENT**

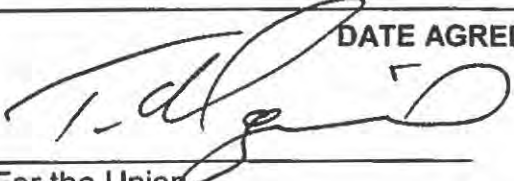
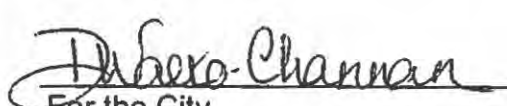

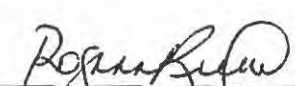

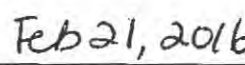
**Article 16 – GRIEVANCE PROCEDURE**

**Amend clause 16.24 as follows:**

**Disciplinary Discussions and Notations**

- 16.24** 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 from Full Time Agreement***

<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  
UNIT B - PART-TIME AGREEMENT**

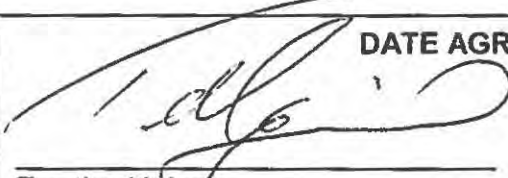
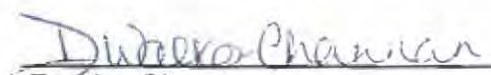

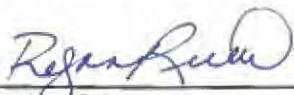
**Article 16 – GRIEVANCE PROCEDURE**

**Amend clause 16.28(b) (i) as follows:**

16.28(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>
Christine Schmidt	

***Flow through from Full Time Agreement  
Flow through to all Part Time Agreements***

<b>DATE AGREED:</b> February 15, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
Feb 22/16 _____ Date signed off	Feb 24, 2016 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B – PART TIME AGREEMENT**

**Article 16 – GRIEVANCE PROCEDURE**


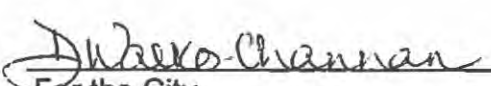

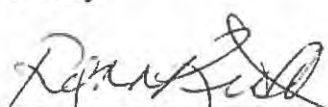

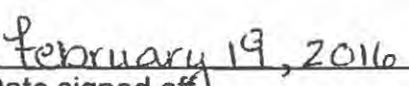
**Amend clause 16.31 as follows:**

**Prescheduled Grievance Meetings**

16.31 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 from Full Time Agreement  
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
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B – PART TIME AGREEMENT**

**Article 17 – LEAVE OF ABSENCES**

**Amend clause 17.19(a) as follows:**

17.19(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 from Full Time Agreement  
Flow through to all Part Time Agreements***

**DATE AGREED: February 15, 2016**

\_\_\_\_\_  
For the Union

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For the City

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For the Union

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For the City

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Date signed off






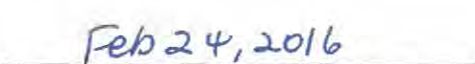
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**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B – PART TIME AGREEMENT**

**Article 24 – REQUEST FOR TRANSFER**

**Amend clause 24.01(c) as follows:**

24.01(c) 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** or until he/she is transferred, **withdraws or declines** the transfer. The City will acknowledge in writing to the employee receipt of such request for transfer within fourteen (14) days of receipt.

<b>DATE AGREED: February 16, 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  
*Unit B* FULL-TIME AGREEMENT

Article ~~14~~<sup>24</sup> – 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**

S. Rodgers  
For the Union

**For the Union**

For the Union

Swale-Chamman  
For the City

### For the City

### For the City

March 3, 2016  
Date signed off


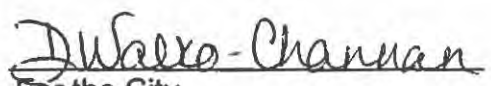

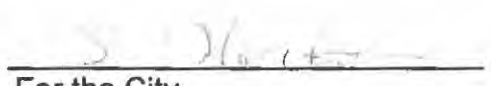
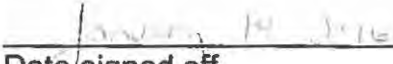
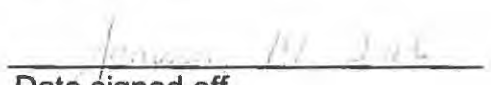
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B – PART-TIME AGREEMENT**

**Article 28 – HEALTH AND SAFETY**

**Delete clause 28.02 as follows:**

~~28.02 — 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 from Full Time Agreement  
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




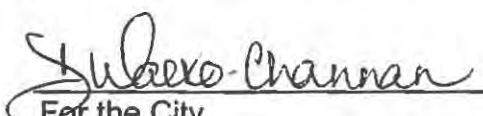

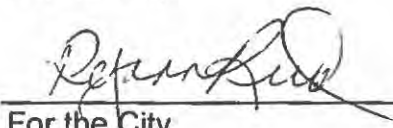

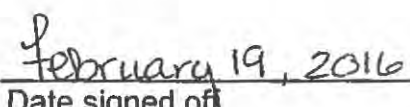
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B – PART TIME AGREEMENT**

**Article 33 – PRINTING OF THE COLLECTIVE AGREEMENT**

**Amend clause 33.02 as follows:**

**33.02**      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 from Full Time Agreement  
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
 _____ Date signed off	 _____ Date signed off


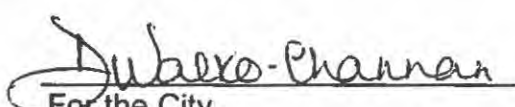

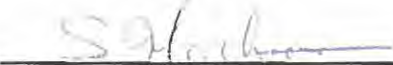
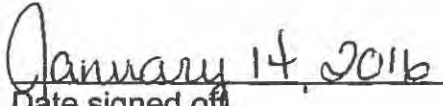
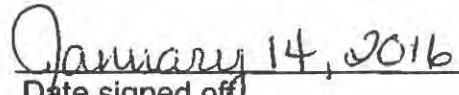
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B – PART TIME AGREEMENT**

**Article 33 – PRINTING OF THE COLLECTIVE AGREEMENT**

**Amend clause 33.03 as follows:**

- 33.03 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 from Full Time Agreement*  
*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  
UNIT B – PART TIME AGREEMENT**

**Article 48 – ACCESS TO CITY POLICIES/PROGRAMS**

Add a new clause 48.02 as follows:


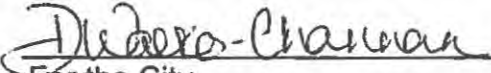

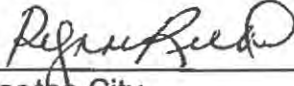

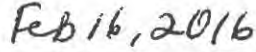
48.02        The parties agree to append the following policies to the Collective Agreement:

Employees Seeking Election to a Political Office  
Family Medical Leave Policy  
Leave Without Pay Policy  
Military Service  
Request for Parking for Employees with a Disability Procedure  
Tuition Reimbursement

The most up-to-date version of these and other City of Toronto policies are available on the City of Toronto Intranet website.

*Flow through from Full Time Agreement.*

*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
 _____ Date signed off	 _____ Date signed off


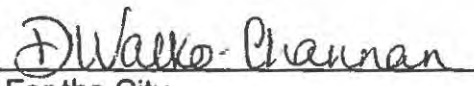


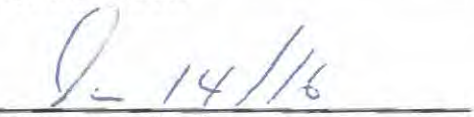
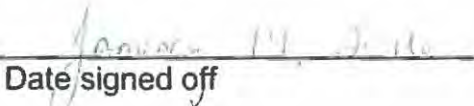
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B – PART TIME AGREEMENT**

**Appendix "A"**

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

**Toronto Paramedic Services Appendix "A"**

***Flow through from Full Time Agreement***

<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  
UNIT B - PART TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT**

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

**Article 2  
RECOGNITION**

**Process For The Identification Of Employees And/Or Positions Appropriate  
Placement Into The Full-Time Agreement**

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 79**

(hereinafter "Local 79")

- and -

**CITY OF TORONTO**

(hereinafter the "City")

**WHEREAS** pursuant to the Memorandum of Agreement Local 79 and the City agreed to develop a process to ensure employees and/or positions are placed in the appropriate bargaining unit.

**AND WHEREAS** Local 79 and the City have met to develop a process to determine whether employees and/or positions should be placed in the full-time bargaining unit.

**NOW THEREFORE** Local 79 and the City agree as follows:

- 1 At such time as the Director of Employee and Labour Relations or his/her designate is notified by Local 79, a Local 79 member or a member of management that a Local 79 member in one of the part-time units may, in fact, be a full-time employee, a review will be conducted. Such review shall take place to determine whether the employee has worked full-time in accordance with clause 2 below and whether the employee will continue to be scheduled for full-time work. In determining whether an employee will continue to be scheduled for full-time work, the following shall apply:

In all cases, the employee shall be considered as continuing to be scheduled for full-time work unless the department provides in writing to Local 79 and the employee reasonable justification supportive of a claim that the employee will not continue to be scheduled for full-time work.

- 2 (a) An employee shall be deemed to work full-time hours if the employee has worked a minimum of thirty-five (35)/forty (40) hours per week, fifty-two (52) weeks per year, inclusive of sick time, vacation and statutory holidays and any other leaves of absence, approved in writing, for the twelve (12) consecutive month period preceding

the review. All hours worked must be in one classification, in one part-time unit and be exclusive of overtime.

- (b) Time missed solely due to the receipt of WSIB benefits or as a result of a pregnancy/parental leave shall not break the 12 consecutive month period but shall be added to such period.

3 Where it is determined that an employee is to be placed under the Full-Time Collective Agreement, the following will apply:

- (a) The employee will be moved to the full-time unit as of the date of agreement in writing that they work full-time and will be entitled to the rights and privileges accorded in the Full-Time Local 79 Collective Agreement, including enrolment in the City's health benefits plan. Enrolment in the pension plan will be in accordance with OMERS regulations.
- (b) In the first year the employee is moved into the full-time unit his/her vacation will be calculated in accordance with the provisions outlined in the letter to Anne Dubas, dated November 27, 2000 regarding Temporary Employees' Transition from Vacation Pay to Paid Vacation Days. The dates in that letter will be amended, as necessary, to reflect the year the employee is moved into the full-time unit.
- (c) The employee will have placed to his/her credit, eighteen (18) sick days.
- (d) Service and seniority will be brought into the full-time unit in accordance with clause 20.06(a) and calculated in accordance with clause 20.06(b) of the Full-Time Collective Agreement.

4 The classification occupied by the employee upon placement of the employee under the Full-Time Collective Agreement shall be included under the Full-Time Collective Agreement.

- (a) If the employee to be moved to the full-time unit appears to be performing duties that mirror an existing position in the full-time unit the City is willing to review the employee's duties. If it is confirmed that they are, in fact, substantially performing the duties of a position that already exists in the full-time unit, the person will be reclassified and paid in accordance with the appropriate wage grade.
- (b) If the employee is mis-classified, e.g. they are classified as a skating instructor and they are actually a dance instructor and neither classification exists in the full-time unit the employee will be moved over as a skating instructor and retain their salary. Local 79 will inform the Compensation Division of the mis-classification and Compensation will make the correction prior to harmonization.
- (c) If the employee is correctly classified in the part-time unit e.g. Square Dance Caller, but there is no mirror position in the full-time unit, the person will be moved over as a Square Dance Caller and take their salary with them.

5 The parties agree that if an employee and his/her classification are moved into the full-time unit this will not constitute a new or changed classification as contemplated in the provisions of clause 6.04 of the Full-Time Collective Agreement.

- 6 Employees deemed to be full-time in accordance with 1 above, shall move into the full-time unit as a temporary employee. As soon as possible thereafter a review of the status of the employee will take place. If the review determines that the employee has been continuously employed in the same position full-time for longer than two (2) years prior to movement into the full-time unit the employee will become a permanent employee and confirmed in the position unless the position is one to which a permanent employee has a claim or the position is expected to be eliminated in the near future.

It is understood that the job posting provisions of the agreement will not apply in this situation.

If, following movement into the full-time unit, the temporary employee has been continuously employed in the same position for longer than one (1) year, the status of the position will be reviewed with Local 79 and the City and if the position is considered permanent, the position will be posted in accordance with Article 15, (Job Postings)

- 7 The classifications of the employees moved into the full-time unit will not be used during wage harmonization of the full-time unit classifications nor the wage harmonization in the part-time unit the employee was transferred from. Instead, after wage harmonization of the full-time unit and the part-time unit the group of employees who have moved into the full-time unit through this process will be looked at separately for wage harmonization.
- 8 The parties recognize the need on a continuing basis to ensure that employees are placed in the appropriate bargaining unit and, accordingly, agree that on an annual basis the City shall provide to Local 79 for its review a detailed listing of all employees covered by Local 79 Part-Time Collective Agreements with as much work-related detail as possible.
- 9 If at any time the parties find it necessary to amend the terms of this Agreement in order to address any unanticipated matters that may arise, the parties agree to meet to discuss any such matter(s) and provided there is mutual agreement, effect any such amendments(s) that may be appropriate.
- 10 Should any concerns or disputes arise out of the operation of this Letter of Intent, the Director of Employee and Labour Relations or his/her designate shall meet with the representatives of Local 79 within ten (10) calendar days of the receipt of the concerns or disputes.
- 11 Any dispute concerning the interpretation, application or administration of this Agreement including but not limited to whether an employee should be placed under the Full-Time Collective Agreement shall be dealt with in accordance with the grievance and arbitration provisions of the Full-Time Collective Agreement.

Dated at Toronto this 9th day of August 2002

**For Local 79**

Anne Dembinski (signed)

Nancy Murphy (signed)

Derek Lue (signed)

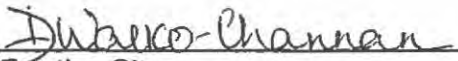
**For the City**

Catherine Bossuyt (signed)

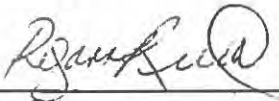
***Flow through to all Part Time Agreements.***

DATE AGREED: February 8, 2016

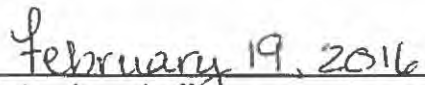
  
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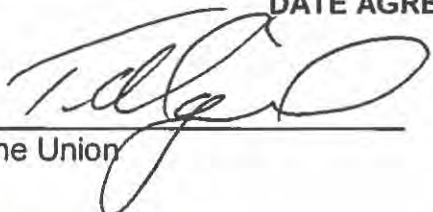
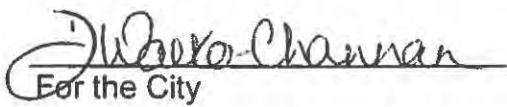

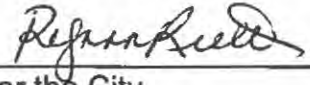


  
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Date signed off



**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B – PART TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT**

**Agree to append Article 12 of the Full Time Agreement as a Memorandum of Agreement**

<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  
UNIT B - PART TIME AGREEMENT**


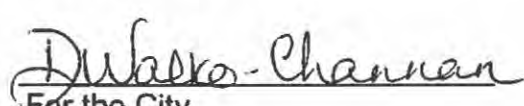

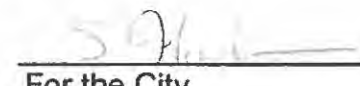
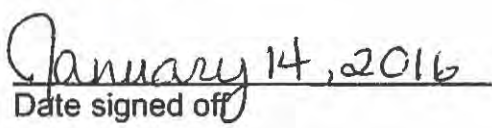
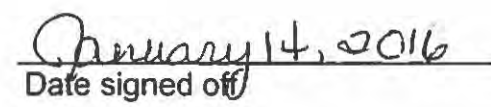
**MEMORANDUM OF AGREEMENT**

**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 from Full Time Agreement  
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  
UNIT B – PART TIME AGREEMENT**


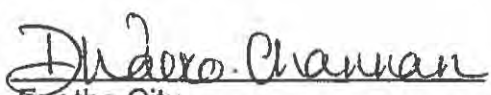

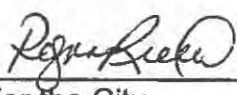

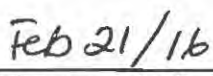
**MEMORANDUM OF AGREEMENT**

**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 from Full Time Agreement  
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  
UNIT B – PART TIME AGREEMENT  
MEMORANDUM OF AGREEMENT**

Add a new Memorandum of Agreement as follows:

**Memorandum of Agreement**


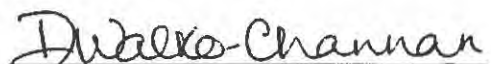

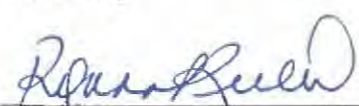

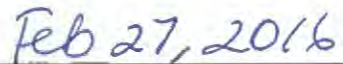
**Crisis Prevention Intervention Training**

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 from Full Time Agreement  
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
 _____ Date signed off	 _____ Date signed off



**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B – PART TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT**

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

**Memorandum of Agreement**


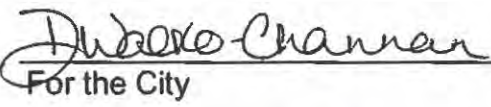


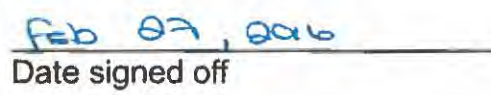
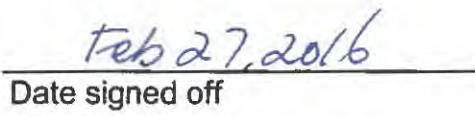
**Domestic Violence / Intimate Partner Violence Policy**

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 from Full Time Agreement  
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
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B – PART TIME AGREEMENT  
MEMORANDUM OF AGREEMENT**

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

**Memorandum of Agreement**

**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:

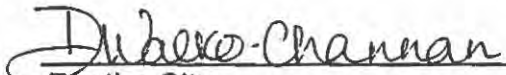
- skills upgrading,
- online software training,
- basic computer skills training, or
- divisional specific software training where appropriate i.e. to assist employees to proceed within the natural line of progression for their job classification,

that the City can offer to assist employees.

***Flow through from Full Time Agreement  
Flow through to all Part Time Agreements.***

**DATE AGREED: February 24, 2016**

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the City

Feb 27, 2016  
\_\_\_\_\_  
Date signed off

Feb 27, 2016  
\_\_\_\_\_  
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