

Attachment 1 – Confidential Information

**Memorandum of Settlement – Canadian Union of Public Employees Local
2998 and the City of Toronto**

**FINAL
MEMORANDUM OF SETTLEMENT**

BETWEEN:

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

And

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2998
Hereinafter referred to as the "Union"**

Regarding the Association of Community Centres listed below:

**Applegrove Community Complex
Cecil Community Centre
Central Eglinton Community Centre
Community Centre 55
Eastview Neighbourhood Community Centre
Harbourfront Community Centre
Ralph Thorton Community Centre
Scadding Court Community Centre (Scadding Court Community Centre Inc.)
Swansea Town Hall
The 519 Church Street Community Centre**

1. The parties herein agree to terms of this Memorandum and the attached agreed to items as constituting full settlement of all matters in dispute. This Settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all terms of this Memorandum to their respective principals for ratification.
3. The parties herein agree that said Collective Agreement shall include the terms of the previous Collective Agreement which expired on December 31, 2015, as amended by the following amendments set out below. Letters of Intent, Letters of Understanding, and Memorandum Items, unless expressly renewed or amended below, expire and do not renew or carry forward.
4. The terms and conditions of the attached agreed-to items shall become effective at the beginning of the first pay period following ratification by the parties unless otherwise stated.


Memorandum of Settlement


5. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2016, to December 31, 2019.


Dated at Toronto this 23rd day of September, 2016.

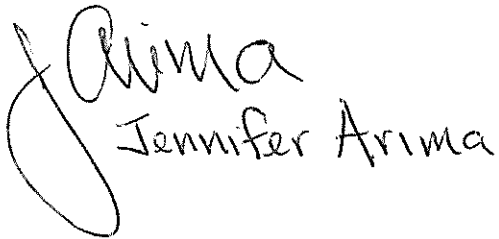
For the Union:


Brenda Morse

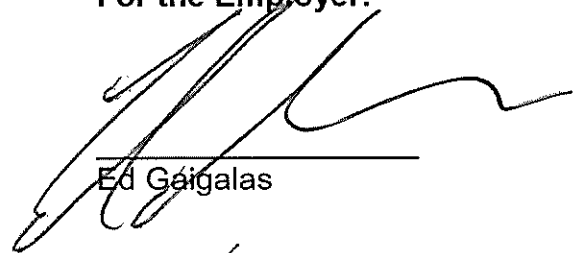

Cameron Boyle



Rose Scher

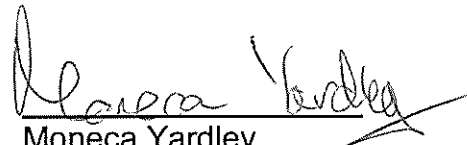

Andrew Dukeshire



Jennifer Arima

For the Employer:


Ed Gaigalas


Kerry Bowser


Moneca Yardley


Arthur Roberts

Memorandum of Settlement

Past Practices

All past practices as indicated in the attached document "Ending Past Practice Notice" have been terminated.

Article 2: Term of Agreement - Termination in whole or part

2.01 This Agreement shall remain in force from the first (1st) day of January, ~~2016~~ 2012, until and including the thirty-first (31st) day of December, ~~2019~~ 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 and both parties shall thereupon negotiate in good faith in respect of the matters which they so propose to change or alter.

Article 6 – Categories of Employment and Definitions

- 6.03 (a) Casual relief work is work required to accommodate workload requirements or to relieve employees absent on account of vacation, illness, accident or authorized leave of absence.
- (b) "Casual Relief Staff" are employees hired solely for the purpose of performing casual relief work are those employed on an on-call basis.
- (c) The Employer may assign casual relief work to employees other than Casual Relief Staff. Any hours so assigned are added to their other scheduled hours for the purposes of entitlement under this Agreement.
- (d) Employees, not deemed casual, may request to fill in on casual work that becomes available.**

Article 7: Union Security and Check-Off

7.02 Pursuant to clause 7.01, the Employer shall deduct the regular monthly union dues from the wages of all employees as a condition of employment. The deduction shall be made on a per-pay basis and remitted to the National Secretary-Treasurer and a copy of the submission provided to the **Secretary Treasurer** of the Union by the fifteenth (15th) day of the month following the month for which the dues were deducted, accompanied by a list of names, addresses, home phone numbers of employees from whose wages deductions have been made, their job title(s), status, work location and the number of hours for which each employee was compensated.

This submission will also indicate staff changes occurring within the bargaining unit including new hires, promotions, recalls, Special Project Workers who have become part of the bargaining unit, employees completing their probationary period, terminations, layoffs, resignations, retirements and leaves of absence (paid or unpaid) of more than thirty (30) days in duration.

Article 14: Probationary Period

14.01 The Employer shall have the exclusive and unlimited right to discharge:

- (d) Employees who have completed ~~five (5)~~ **four (4)** calendar years or more and have worked a total of ~~seven hundred and fifty (750)~~ **five hundred and twenty two (522)** paid hours will be deemed to have completed their probationary period for disciplinary and discharge purposes only.

Article 15: Seniority and Service

15.02 Employees who regularly work eighteen (18) hours per week or greater shall lose their service and seniority and will be terminated for any of the following reasons:

- (i) voluntary resignation that is not withdrawn within ~~forty-eight (48) hours~~ **seventy two (72) hours**;
- (ii) discharge for reasonable cause from employment without written reinstatement;
- (iii) failure to report for work within five (5) working days from the date that recall to work is issued;
- (iv) absence from work without authorization in excess of seven (7) calendar days from commencement of such absence; or
- (v) not being recalled to work to the Community Centre from which they were laid-off within eighteen (18) months from the date of lay-off.

15.03 Employees who work fewer than eighteen (18) hours per week and casual relief employees shall lose their service and seniority and shall be terminated for any of the following reasons:

- (i) voluntary resignation that is not withdrawn within ~~forty-eight (48) hours~~ **seventy two (72) hours**
- (ii) discharge for reasonable cause from employment without written reinstatement;
- (iii) failure to report for any three (3) scheduled shifts within any twelve (12) month period without reasonable cause;
- (iv) the employee has not been in receipt of salary or wages for period of twelve (12) consecutive months except when the employee is on an authorized leave, including any leave authorized by statute; or
- (v) termination of employment resulting from lay-off, pursuant to the *Employment Standards Act, 2000*.

Article 16 Lay-Off and Recall

New 16.05 (c) It is understood that should an employee elect not to proceed through the bumping procedure, the employee will be laid-off and placed on the recall list.

Article 18 Job Postings (Employment)

18.01(a)(i) Whenever the Employer determines a vacancy is to be filled for a position regularly ~~scheduled for thirteen (13) hours per week or greater and forty-five (45) days or longer in duration~~, a notice to this effect shall be posted in each of the Community Centres for a period of one (1) calendar week. An electronic copy of the posting shall be sent by e-mail to the ~~Union~~ **the Union's Recording Secretary.**

Application for such positions shall be received by the Community Centre with the posted vacancy. Only those candidates whose written applications indicate that they meet the stated job requirements shall be given further consideration for the posted position.

Applicants from other Community Centres must clearly identify on their application/resume that they are currently working at a Community Centre otherwise they will not be considered as an internal candidate.

- (ii) Failure of a Community Centre to post the notice shall not result in a grievance against the Community Centre with the posted vacancy.
- (b) Applicants from within the issuing Community Centre who have completed will be given first consideration and, if no selection is made, consideration will be given to applicants from other Community Centres and finally, if no selection is made, the Community Centre may then consider external applicants.

Applicants from other Community Centres must clearly identify on their application/resume that they are currently working at a Community Centre otherwise they will not be considered as an internal candidate.

- (c) The selection of qualified applicants will be based upon ~~any or all of the~~ following factors: education, training, relevant work experience, ability, skills specific to the position posted, appraisal of past performance which may include a review of their personnel file, seniority with the Community Centres covered by this Agreement, and reference checks.
- (d) Where two (2) or more of the qualified applicants are relatively equal, seniority shall prevail.

Article 19: Personnel Files

19.01 Employees shall have access to their personnel file, in the presence of their manager at the Centre for the purpose of review. Access to the personnel file shall be provided **as soon as it is feasible but no later than three (3) weeks two (2) weeks** following receipt of the request.

Article 20: Wages and Salaries

20.01 Wages will be paid on every two (2) weeks in accordance with this Article and with Schedule "A" attached hereto and forming part of this Collective Agreement.

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

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;

The lump sum payment will be based upon the employees' base salary as at December 31, 2018 and prorated on the basis of the regular hours worked by the employee in that calendar year.

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

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

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

Pay Equity and Job Evaluation

20.06

In recognition of the parties' mutual commitment to maintain their obligations under the Pay Equity Act, R.S.O., as amended ("Pay Equity Act") and to the principle of equal pay for work of equal or comparable value, the parties agree that:

(a) During the term of this Agreement, the parties will meet to develop a Job Evaluation Maintenance Program to ensure ongoing internal equity of job classifications. The program will include a process to measure new job classifications and changes in job content of existing job classifications.

(b) The creation of a new job classification or changes to an existing job classification and its job profile shall be assigned to the appropriate wage grade in accordance with the program and the assignment shall become effective from the date the parties reach agreement on the wage grade.

It is understood that once the program is in effect, the creation of new jobs and any changes to existing rates of pay or job profiles resulting from this program will be without retroactivity.

(c) This Article does not apply to employees in youth internships.

Job Evaluation

20.07

Delete and combine with 20.06

(a) ~~During this term of Agreement, changes in job content and the establishment of new jobs shall be governed by the "Gender Neutral Comparison System" attached as Schedule "B"~~

(b) ~~This Article does not apply to employees in youth internships.~~

21.06 Requests to take lieu time shall be made in writing two (2) weeks in advance of the leave and the Employer shall respond in writing within five (5) working days concerning the approval of the request. In the case of an emergency, the response from the Employer shall be made immediately. **No requests regardless of timelines shall be unreasonably denied.**

Delete Article 23 Accommodating Religious Observance

~~The Employer will endeavour to make every reasonable effort to accommodate requests for rescheduling of work for the purpose of religious observance. The Employer will treat each request on its own merits, and requests are limited to two (2) working days per calendar year.~~

~~23.02 Requests for rescheduling of work must be made one (1) month in advance of the date upon which the employee wishes not to work for religious reasons. Work must be available within the qualifications of the employee(s) that can be performed at times other than their regular shift when the religious observance occurred.~~

~~Employees may choose to take additional leave for religious holidays, subject to operational needs and use available vacation time, lieu time, floating days or unpaid leave.~~
~~Accommodating Religious Observance~~

~~The Employer will endeavour to make every reasonable effort to accommodate requests for rescheduling of work for the purpose of religious observance. The Employer will treat~~

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~~each request on its own merits, and requests are limited to two (2) working days per calendar year.~~

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~~Employees may choose to take additional leave for religious holidays, subject to operational needs and use available vacation time, lieu time, floating days or unpaid leave.~~

(Housekeeping)

Article 27 Employee Benefit Plans

Amend and Delete the following:

27.01

(2) **A drug card, including current mandatory generic prescription features for use in Canada will be provided.** ~~(drug card, including current generic prescription features, for use in Canada),~~ Drugs which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:

~~(e) the employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or dependent concerned.~~

c) **upon the insurer's approval of an application completed by the employee's physician confirming that the generic drug is not medically effective, or not medically tolerated, such approval shall not be unreasonably withheld.**

Eligible compounds:

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

Ineligible compounds:

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- An ineligible mixture/compound is one which is considered experimental/investigational; or
 - A mixture/compound that is contractually excluded under the plan; or
 - A compound derived of vitamins and minerals.
- (5) Services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per person per benefit year. ~~The two thousand dollar (\$2,000) physiotherapy cap shall be effective January 1, 2013.~~
- (9) One (1) pair of orthotic devices per person **every two (2) per** benefit years provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropracist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices **per person every two (2) per** benefit years.
- 27.04 (a) The Employer will provide for employees who regularly work forty (40) hours per week a long term disability plan and will pay one hundred percent (100%) of the cost thereof to provide a long term disability benefit of **seventy-five percent (70%) (75%)** of the employee's basic salary for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workplace Safety and Insurance Board or any other plan to which the Employer makes any contribution, such long term disability benefit to be payable after six (6) continuous months absence from work on account of illness or injury.

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

27.05

- (d) For the purpose of enrolment in any or all of the plans there shall be **one (1) three-(3)** scheduled open periods per year from **December 1 to December 15** ~~the first (1st) to the fifteenth (15th) days inclusive of the months of December, April and August,~~ except that the initial open period for an employee shall be the two (2) weeks following the pay period in which the employee has completed their probationary period. **Where an employee returns from a leave of absence or layoff, the employee will be provided with a two (2) week open period.**
- (e) Prior to the beginning of ~~the each~~ "scheduled open period" in December, ~~April and August,~~ each employee who is eligible for benefits in accordance with Article 27 44 will receive a summary of the hours they have 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.

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- (f) If the employee elects to participate, coverage shall commence **January 1st of the next year and the applicable premium deduction will** ~~on the first (1st) day of the month following enrolment, and payroll deductions shall commence in the first (1st) pay period ending in that month.~~
- (g) ~~Subsequent to the commencement of coverage, Where~~ an employee does not have sufficient earnings to cover the required payroll deduction, the employee will be required to reimburse the City for their share of the premium cost in arrears. ~~if such arrears are not otherwise cleared.~~
- (j) Employees who wish to terminate their participation in any or all of the plans must do so in writing, ~~giving at least thirty (30) days notice~~ **by November 1st in any year. In any event, termination on benefits will not occur until the end of the current calendar year.**

If an employee is approved for LTD benefits based on medical evidence, the employee will be provided with **seventy-five percent (70%)** ~~(75%)~~ of their annual salary at date of illness, for a lifetime maximum period of eighteen (18) months (subject to the limitations contained in this clause), commencing twenty-six (26) continuous weeks from the date that they become disabled, and subject to the employee's ongoing benefits provided in this clause, the employee will retire from the Community Centre after the completion of the two (2) year disability period (i.e. twenty-six (26) continuous weeks plus eighteen (18) months of LTD) and will not be eligible for the benefits outlined in clauses 27.01, 27.02 and 27.03 or for LTD benefits after their retirement date.

If the above criteria are met, the employee will receive **seventy-five percent (70%)** ~~(75%)~~ of their annual salary at date of illness for a period equal to the difference between any previous disability period, including WSIB benefits, that was incurred after the employee reached age sixty-three (63) and the two (2) year maximum.

Delete –Personal Leave

- 32.07 ~~An employee may, upon completion of the probationary period as set out in Article 14, and at the discretion of the Executive Director, be granted a leave of absence without pay for up to three (3) consecutive working days for personal reasons. Requests for such leave shall be submitted in writing sufficiently in advance to allow any necessary reorganization to take place.~~

Replace with: Leave of Absence Without Pay

- 32.07 **The Employer may grant a leave of absence without pay having regard for the duration of the leave and the needs of the centre. Such requests are to be submitted in writing two (2) months in advance, except in an emergency. The Employer will reply to the request for leave of absence within two (2) weeks. It is further understood that leaves of absence will be honoured on a first come first served basis.**

Amend and renew existing Letter of Intent: Harassment Training

The Employer will ensure that Local 2998 members **that have not received** harassment

awareness training **will be given such training** no later than twelve months following the ratification of this Agreement. **It is understood that new employees will receive this training within twelve (12) months of hire date.**

Delete Letter of Intent: Scheduling Employees Regularly Working Less than Eighteen (18) Hours per Week and Casual Relief Staff and Replace With:
Letter of Intent: Scheduling

Within (90) days after ratification of the Collective Agreement both parties agree to meet to discuss scheduling in the different work locations. This meeting will identify issues in key areas where scheduling could be improved. The parties agree to examine and create a pilot program in Centre(s) (one or more) to address issues that could be improved.

It is understood that any such pilot may continue by mutual consent having regard for:

- Operational Requirements, job specific qualification
- Availability and ability to respond
- Equitable and transparent process

Delete and Replace Letter of Understanding: Job Evaluation

~~Within thirty (30) days of ratification, Representatives of the City shall meet with the President of Local 2998 and a National CUPE Representative to discuss the following issues:~~

- ~~Identify appropriate comparator positions coming under CUPE Local 79, 416 and 2998;~~
- ~~Schedule "C" Guidelines for Job Evaluation~~
- ~~An estimated time frame, during which positions coming under this bargaining unit would be re-evaluated, provided that evaluation is necessary.~~

Add new Letter of Intent—Job Evaluation

The Employer and Union shall meet within (90) ninety days of ratification to continue to work towards a mutual agreement on Job Evaluation and Pay Equity. The Union will identify any new job classification(s) they believe exist and/or any significant changes in job content of existing job classification(s). If requested, it is understood that information, including current job descriptions, will be provided by the Employer to the Union. The Employer will not unreasonably deny requests for Union unpaid leave to review such documentation/information. The Employer will also review its information in preparation for the meeting. The purpose of this initial meeting is to work towards an agreement as proposed in the past to finalize this process. The Employer commits to providing the equivalent of (2) two (8) eight hour days to be allocated to member(s) of the union to attend such meeting. It is the goal of both parties to complete this process in expeditious manner.

Renew Letter of Intent: Long Term Disability (Applegrove Community Complex)

Renew Letter of Intent: Paid-Up Life Insurance Benefit

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The Employer will ensure that all employees who are eligible for the five thousand dollar (\$5,000) paid-up life insurance benefit, as provided in clause 27.05(b), are properly enrolled in the program.

Delete Letter of Intent: Benefits Information

~~The Employer shall provide the Union with the requested information pertaining to the Employee Benefit Plan, where such information exists. This information shall be provided by no later than July 31, 2012.~~

Delete Paid Personal Leave

Arthur Roberts

From: Andrew Dukeshire <adukeshire@cupe.ca>
Sent: September 28, 2016 10:19 AM
To: Arthur Roberts
Cc: Brenda Morse
Subject: RE: Correction

Thank you Arthur.

-Andrew

Andrew Dukeshire
National Servicing Representative
CUPE Regional Office
80 Commerce Valley Drive East
Markham, ON L3T 0B2
Tel: 905-739-3999 x254
Fax: 905-739-4001

CUPE Canadian Union
of Public Employees

From: Arthur Roberts [mailto:arobert5@toronto.ca]
Sent: September-28-16 10:15 AM
To: Andrew Dukeshire <adukeshire@cupe.ca>
Subject: Correction

Andrew,

As discussed yesterday I am sending you page "5" of the memorandum.

Article 18.01 (c)—The selection of qualified applicants will be based upon **any or all of.....**

I initialed next to the change reflecting that it remains in the collective agreement and should not have been struck out.

On July 25, 2016 you withdrew that portion of the proposal.

Please have your committee initial back and send to me upon completion.

Thanks,

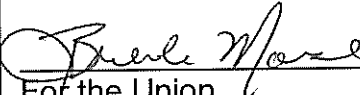
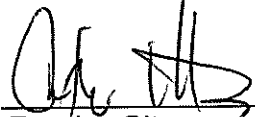
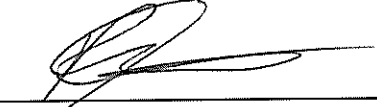

Arthur

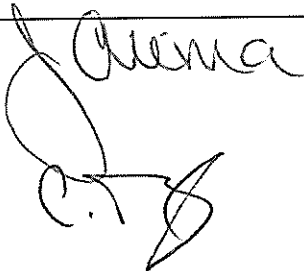
**CUPE LOCAL 2998
AND
CITY OF TORONTO**

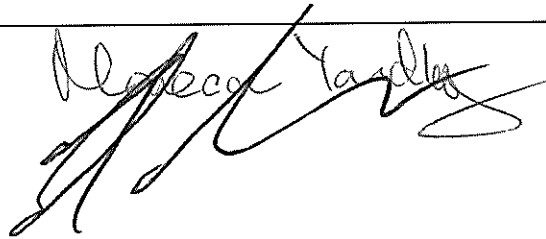
Regarding the Association of Community Centres listed below:

Amend as follows:

- Applegrove Community Complex
- Cecil Community Centre
- Central Eglinton Community Centre
- Community Centre 55
- Eastview Neighbourhood Community Centre (East Toronto Family Community Centre)
- The 519 Church Street Community Centre
- Harbourfront Community Centre Waterfront Neighbourhood Centre
- Ralph Thornton Community Centre
- Scadding Court Community Centre (Scadding Court Community Centre Inc.)
- Swansea Town Hall

DATE AGREED: June 21, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Sept 23/16</u> Date signed off	<u>Sept. 23/16</u> Date signed off

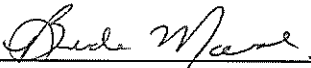
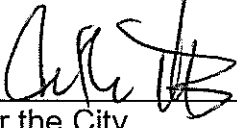
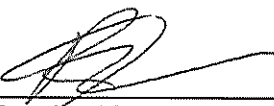



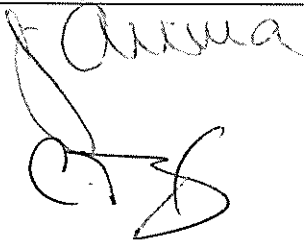


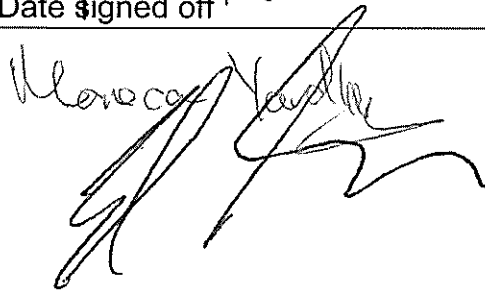
Article 9 No Discrimination

(b)The Employer, its employees and the Union shall not engage in or condone discrimination, harassment, interference, restriction, or coercion exercised or practiced by them with respect to any employee in the matter of wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reasons of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, record of offences, political or religious affiliation, sex, sexual orientation, **gender expression**, gender identity, age, marital status, family status, disability, and the Employer agrees that it will not, either directly or through any person acting on its behalf, discriminate against any person in its employ because the employee is an Officer, Steward, committee member or member at large of the Union.

DATE AGREED: June 21, 2016

 For the Union	 For the City
 For the Union	 For the City
<u>Sept 23/16</u> Date signed off	<u>Sept 23/16</u> Date signed off


D. Anima

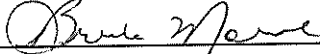
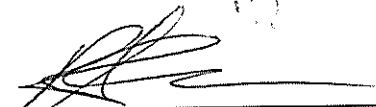


Monica [unclear]

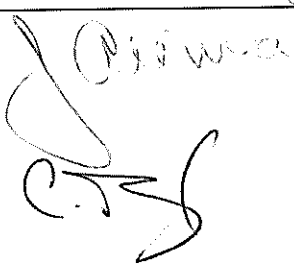
Article 17 Grievance Procedure

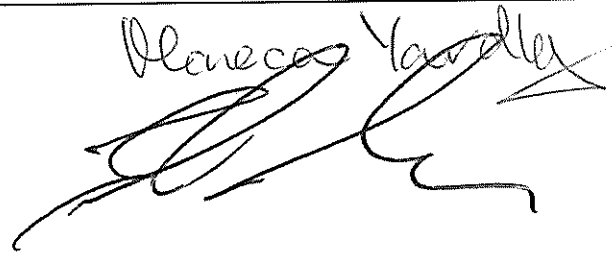
Amend as follows:

Step Two

- (ii) if the dispute is not resolved at Step One, the grievance shall be put in writing and be signed by the Union and the employee, or the Union on the employee's behalf, and will include the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the provisions of the Agreement which are alleged to have been violated. The Union shall file the grievance and the written decision as provided for in Step One with the Executive Director of the respective Community Centre within ten (10) working days following the Step One meeting. The Executive Director shall confer with the Union within ~~fifteen (15)~~ **ten (10)** working days after receipt of the grievance at Step Two, and shall advise the Union in writing of their decision in respect to the grievance within five (5) working days of the time of the conference. The Grievor shall have the right to be present at the Step Two meeting.

DATE AGREED: June 21, 2016	
 _____ For the Union	_____ For the City
 _____ For the Union	 _____ For the City
<u>Sept 23/16</u> Date signed off	<u>Sept. 23/16</u> Date signed off

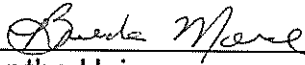
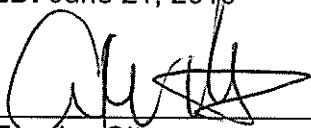




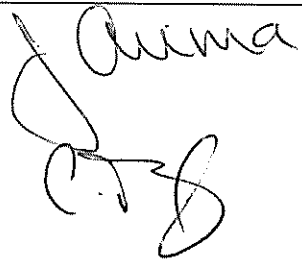


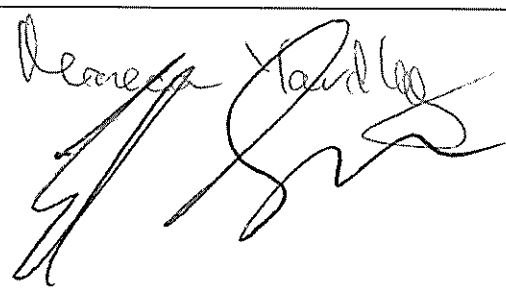
Group Grievance

17.14 Where a grievance involves a group of employees from the same Community Centre, it may be initiated at Step One ~~when involving one (1) manager, or at Step Two when involving more than one (1) manager at the Centre.~~

Where a grievance involves a group of employees from more than one (1) Community Centre, it may be initiated at Step Three, with copies provided to the Executive Directors of the affected Centres. In any case, the grievance shall be filed within twenty (20) working days of the circumstances giving rise to the grievance have occurred or have become known to the Union.

DATE AGREED: June 21, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Sept 23/16</u> Date signed off	<u>Sept-23/16</u> Date signed off





Suspension or Discharge Grievance
17.15

Whenever an employee, other than a probationary employee, is suspended for ten (10) days or more, or is dismissed, the grievance shall be initiated at Step Three within twenty (20) working days after the employee has been suspended or ceases to be employed by the Employer, as the case may be.

At any time, if the parties agree, a grievance may be initiated at Step Three.

DATE AGREED: June 21, 2016	
<u>Bruce Mene</u> For the Union	<u>[Signature]</u> For the City
<u>[Signature]</u> For the Union	<u>[Signature]</u> For the City
<u>Sept 23/16</u> Date signed off	<u>Sept. 23/16</u> Date signed off

J Quina
[Signature]

Monica Yardley
[Signature]

Article 26 Credit Balance

Where applicable, employees shall be advised in writing every calendar month of their sick pay, lieu time, ~~Paid Personal Leave (PPL)~~, **float days**, and vacation credit balances.

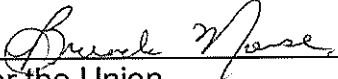
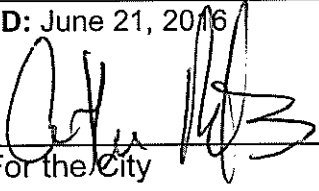
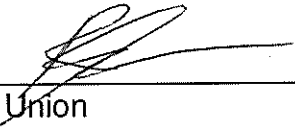
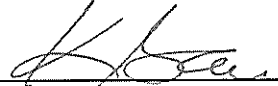
DATE AGREED: June 21, 2016	
<u>Brenda Mase</u> For the Union	<u>[Signature]</u> For the City
<u>[Signature]</u> For the Union	<u>[Signature]</u> For the City
<u>Sept 23/16</u> Date signed off	<u>Sept. 23/16</u> Date signed off

[Signature]
C.T.S.


[Signature]
[Signature]

Delete Letter of Intent: Grandparenting of Benefits at Swansea Town Hall Community Centre

Notwithstanding the provisions of Article 27, the one (1) remaining employee at Swansea Town Hall Community Centre who, at the time of ratification, was in receipt of a monthly benefit allotment, shall continue to receive the monthly benefit allotment.

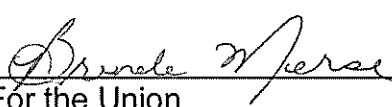
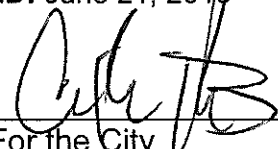
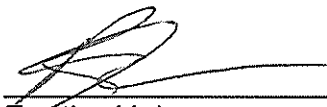
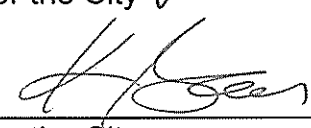
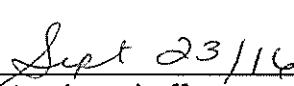
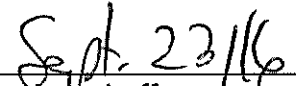
DATE AGREED: June 21, 2016	
 _____ For the Union	 _____ For the City
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<u>Sept 23/16</u> Date signed off	<u>Sept 23/16</u> Date signed off

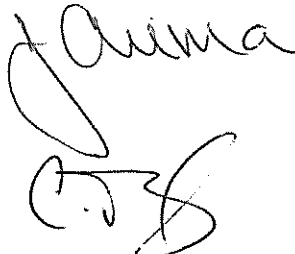
Janna
CITY


Monica Yardley



Delete Letter of Understanding: Role of the Boards of Management

The parties understand and agree that the Executive Directors of the Community Centres act on behalf of, and in consultation with, their respective Boards of Management in the administration of this collective agreement.

DATE AGREED: June 21, 2016	
 For the Union	 For the City
 For the Union	 For the City
 Date signed off	 Date signed off

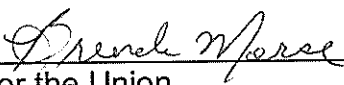
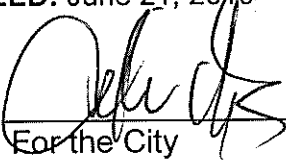
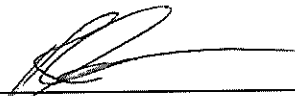


Paula

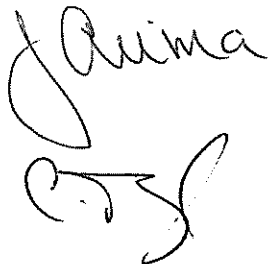

Renee

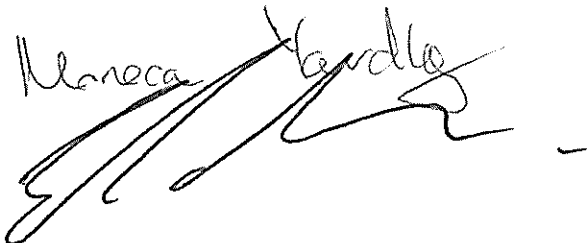

Yael

Amend and renew Letter of Intent: Grandparenting Benefits for Certain Part-Time Employees at ~~The 519 Church Street Community Centre~~ and Applegrove Community Complex

Notwithstanding the provisions of clause 27.05, the ~~two (2)~~ remaining part-time employees at **Applegrove Community Complex** ~~The 519 Church Street Community Centre~~ who as at January 1, 1999 who had access to Health and Dental benefits as though they were full-time employees will continue to have access to Health and Dental benefits as though they were full-time employees. The parties confirm that this Letter covers ~~two (2)~~ employees at ~~The 519 Church Street Community Centre~~ and three (3) employees at the Applegrove Community Complex and that no other current or future employees have access to the grandparenting contained herein.

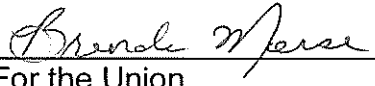
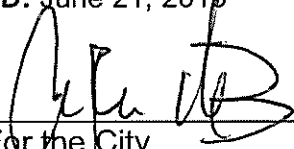
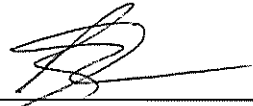

DATE AGREED: June 21, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Sept. 23/16</u> Date signed off	<u>Sept. 23/16</u> Date signed off

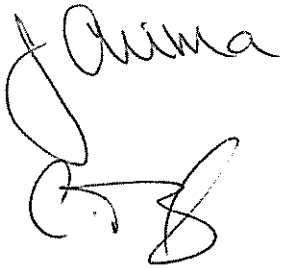


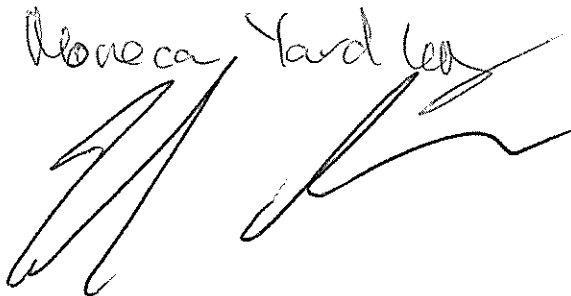


Renew Letter of Intent: Health and Safety

The parties agree to meet within ninety (90) days of ratification to discuss the development of an annual Health and Safety Compliance Report template to be completed by each Community Centre and submitted to the Labour-Management Committee.

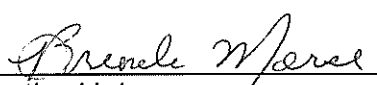
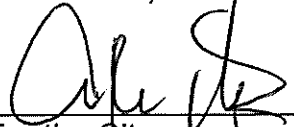


DATE AGREED: June 21, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Sept 23/16</u> _____ Date signed off	<u>Sept. 23/16</u> _____ Date signed off





Renew Letter of Intent: Accumulated Time Off Program

The parties agree to meet within ninety (90) days of ratification to discuss the development of an accumulated time off program for employees regularly working forty (40) hours per week.

DATE AGREED: June 21, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Sept 23/16</u> _____ Date signed off	<u>Sept-23/16</u> _____ Date signed off

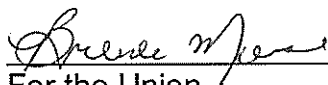
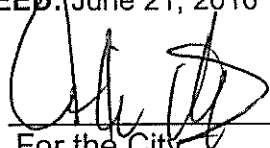
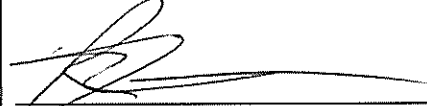


CITY



Monica Yandley


Memorandum Items

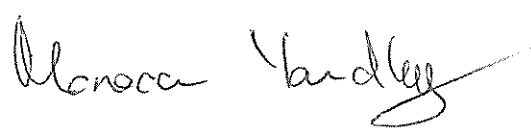
Article 18: Renew Employment—City of Toronto Opportunities

The City will provide the Union with a letter confirming that employees coming within their unit who have applied to a job posting for a bargaining unit position with the City of Toronto (excluding A,B,C's) will have their applications considered prior to considering applicants from the public at large. This letter will not form part of the collect agreement.

DATE AGREED: June 21, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Sept 23/16</u> Date signed off	<u>Sept 23/16</u> Date signed off







Peter Wallace, City Manager

Human Resources Division
Metro Hall, 5th Floor
55 John Street
Toronto, Ontario M5V 3C6

Tel: 416-392-1874
Fax: 416-392-5046
gknox@toronto.ca
www.toronto.ca

July 26, 2016

Brenda Morse
President
CUPE Regional Office
80 Commerce Valley Drive East
Markham, ON L3T 0B2

Dear Ms. Morse:

Re: **Past Practices and Rule/Operational Changes: Collective Agreement between the City of Toronto (AOCC's) and CUPE Local 2998**

The purpose of this letter is to advise CUPE Local 2998 that the City of Toronto (AOCC's) intends to discontinue the practices and implement the rule/operational changes described in the attached document upon the termination of the current Collective Agreement between the parties and upon the conclusion of any applicable statutory freeze period between CUPE Local 2998 and the City (AOCC's).

Yours truly,

Arthur Roberts
Manager, Employee & Labour Relations
City of Toronto

Enclosure: End Past Practice Notice

c. R.J. Reynolds

CITY OF TORONTO
ENDING PAST PRACTICE NOTICE
 Given to CUPE Local 2998
 July 26, 2016

PAST PRACTICE	APPLICABLE COLLECTIVE AGREEMENT LANGUAGE	NOTICE Upon Ratification of the Collective Agreement: Applying the Language as written
<p>An employee who is in receipt of LTD benefits must sign a separate consent to allow Manulife to share information with the City relevant to the administration, audit, and the assessment, investigation and management of my claim, including independent medical assessments</p>	<p>Employee Long Term Disability</p> <p>27.04 (a) The Employer will provide for employees who regularly work forty (40) hours per week a long term disability plan and will pay one hundred percent (100%) of the cost thereof to provide a long term disability benefit of seventy-five percent (75%) of the employee's basic salary for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workplace Safety and Insurance Board or any other plan to which the Employer makes any contribution, such long term disability benefit to be payable after six (6) continuous months absence from work on account of illness or injury.</p> <p>(b) Except where a premium waiver applies, the Employer will ensure the continuation of existing benefit coverage, as set out in this Article, of an employee who has applied for long term disability benefit but who has exhausted her/his sick pay credits prior to the conclusion of the six (6) month waiting period. In no case shall the period of such continued coverage exceed the six (6) continuous months.</p> <p>(c) The Employer shall provide employees who are in receipt of the long term disability plan benefit, benefit coverage under the Extended Health Care and Dental plans. The Employer shall pay one hundred percent (100%) of the premiums.</p>	<p>Upon ratification of the new collective agreement the Agreement, Authorization and Consent signed by the employee, at the time that the employee applies for long term disability benefits and for Health & Dental claims will be amended in order to permit such disclosure.</p>

CITY OF TORONTO
ENDING PAST PRACTICE NOTICE
 Given to CUPE Local 2998
 July 26, 2016

PAST PRACTICE	APPLICABLE COLLECTIVE AGREEMENT LANGUAGE	NOTICE Upon Ratification of the Collective Agreement: Applying the Language as written
<p>An employee is considered totally disabled, following 24 months of receipt of Long Term Disability benefit payments (the "Own Occupation Period"), provided he is wholly and continuously disabled due to illness or bodily injury and, as a result, is not physically or mentally fit to perform the essential duties of:</p> <ol style="list-style-type: none"> 1. his normal occupation; and 2. any other occupations, jobs or work: <ol style="list-style-type: none"> (a) for which he is, or becomes, qualified by his education or training or experience, considered collectively or separately; and (b) for which the current monthly earnings are 75% or more of the current monthly earnings for the employee's normal occupation 		<p>Upon ratification of the new collective agreement the City will amend the terms of its Long Term Disability Plan and the contract between it and the Long Term Disability benefits administrator in order to provide that an employee will not be considered totally disabled, following the Own Occupation Period, in the event that s/he is physically and mentally fit to perform the essential duties of:</p> <ol style="list-style-type: none"> 1. her/his normal occupation; or 2. any other occupations, jobs or work: <ol style="list-style-type: none"> (a) for which s/he is, or becomes, qualified by her/his education or training or experience, considered collectively or separately; and (b) for which the current monthly earnings are 66⅔% or more of the pre-disability monthly earnings for the employee's normal occupation

CITY OF TORONTO
 ENDING PAST PRACTICE NOTICE
 Given to CUPE Local 2998
 July 26, 2016

PAST PRACTICE	APPLICABLE COLLECTIVE AGREEMENT LANGUAGE	NOTICE Upon Ratification of the Collective Agreement: Applying the Language as written
<p>Currently the City allows direct enrolment such that changes to dependant information can be made directly from a Pharmacy to the Insurance Carrier at the time an employee is making a drug purchase.</p>		<p>Upon ratification of the new collective agreement this practice will cease and positive enrolment, with proof of dependant eligibility, will be required such that all changes in dependant information must be submitted through the Benefits section of PPEB who will then communicate this change in information to the Insurance Carrier.</p>
<p>Currently the City provides out of country coverage for a trip duration of up to one hundred and eighty (180) days.</p>	<p>The Employer shall provide out-of-province/country coverage for emergency treatment for employees and their dependants. The Employer shall advise members of the claims reporting process at the time they enrol in benefits.</p>	<p>Upon ratification of the new collective agreement this practice will cease and the Employer shall amend its out of country coverage to allow for trip durations of up to sixty (60) days.</p>