

CUPE LOCAL 79 Long Term Care Homes & Services COLLECTIVE AGREEMENT
CITY OF TORONTO MANAGEMENT PROPOSALS
FINAL OFFER
GIVEN TO LOCAL 79 – March 2, 2016

HOUSEKEEPING	
The City reserves the right to amend any collective agreement provision for housekeeping purposes.	
MEMORANDUM OF AGREEMENT ITEMS	
Memoranda items will be deleted; however the City reserves the right to propose the renewal or amendment of same.	
Article 9 WAGES AND SALARIES	
MOA Item Wages and Salary	The City proposes the following Memorandum of Agreement Item only:
	<u>Wages</u>
	The City proposes the following wage adjustments:
	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; and
	0.25% Lump sum payment 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; and
0.25% Lump Sum payment on gross regular pay.	

	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. 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 employee's base salary and is not pensionable and is subject to normal statutory deductions and union dues. Employees who had their wage rates frozen as a result of the Herman Award who are above the harmonized rate shall continue to have their wages frozen until they meet the amalgamated classification harmonization rate. While "frozen", such employee shall receive a lump sum payment in each year of the Collective Agreement, in the amount of the annualized value of the across-the-board increases as applied to their frozen rate, provided that the lump sum payment is included as pensionable earnings. This payment will be based on straight time earnings and paid at the beginning of the year for the previous year. Flow through from Full-Time Flow through to all Part-Time
9.03	Amend Clause 9.03 as follows: <u>Increments</u> Increments shall be effective at the beginning of the pay period following the completion of each one thousand, nine hundred and sixty (1,960) paid hours, except in the case of the first incremental increase which shall require the completion of two thousand and eighty (2,080) paid hours. Amend Clause 9.10 as follows: <u>Recovery of Accidental Overpayments:</u> In the event of an overpayment, the City shall advise the employee and the union in writing of such an overpayment. The notice which 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. The notice will be provided at least two (2) pay periods in advance of the implementation of the schedule of recovery, with a copy to Local 79. Local 79 shall be informed in
9.10	

writing at the same time as the employee.

Prior to the deduction of the overpayment and within twenty (20) working days following the issuance of such notice, an employee may request to meet with the City so as to negotiate an appropriate schedule of recovery. The employee may be accompanied by either his/her Steward or other Union Representative at such meeting. If no meeting is requested, ~~The City shall meet with the employee who shall be represented by a Unit Officer or designate so as to negotiate an appropriate schedule of recovery.~~ ~~The recovery schedule will be implemented. shall equal not exceed.~~ 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.

~~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.~~

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.

ADD NEW Letter of Agreement - Interim Alternate Processes for Clause 9.10 as follows:

LETTER OF AGREEMENT INTERIM ALTERNATE PROCESSES FOR CLAUSE 9.10

The parties agree that the following terms will apply commencing as at January 1, 2016, until December 30, 2019, unless terminated by either party prior to that date, in accordance with section 6 of this Letter of Agreement. If the parties agree, the terms of this Letter of Agreement may be extended by mutual agreement in writing.

1. In the event of an overpayment in an amount that exceeds \$500:

(a) The City shall advise the employee in writing of such overpayment and will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred.

(b) In the event that the overpayment has been made to:

	(i) an existing employee, the letter will ask the employee to contact the City within twenty (20) working days in order to establish a repayment schedule. The employee shall have the option of using his/her vacation or accumulated lieu time as part or all of the repayment schedule. The recovery schedule shall not exceed the maximum permitted by the <i>Wages Act</i>, 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. (e) Once a hearing date is determined, the City will send the employee a letter, which gives notice of the hearing. The City will sends a copy of this letter to the Union and to the Arbitrator. The copy to the Arbitrator will should include details of the amount claimed by the City, and its proposed repayment schedule, if one is proposed by the City. 2. (a) The City will schedule a hearing for one employee per hour on the dates determined for hearing the overpayment claims. After hearing submissions from both the City and the Union, the Arbitrator will issue a brief decision, either orally or in writing, directing the repayment of any amount determined to have been an overpayment and the schedule, if any, pursuant to which such repayment is to be made. The Union and Management will have no more than three representatives at any hearing, inclusive of counsel and/or consultants.
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	(b) The hearing referred to in 2(a) will consist solely of a review of the documentation that supports the City's overpayment claims. No witness shall be called at the hearing; the positions of the parties will be advanced through oral and/or written submissions. If either the City or the Union require a witness to testify, or wishes to raise a matter of principle (including, but not limited to, the impact on the obligation of an employee to repay a debt to the City when on WSIB or LTD benefits, or having exhausted sick leave), the hearing under 2(a) will be cancelled and the overpayment claim will be referred to the usual arbitration process. 3. Both parties are required to produce all documents and supporting information reasonably requested upon which they intend to rely no later than two (2) weeks prior to the date scheduled for the hearing. 4. If an employee does not arrive at the hearing at the appointed time, the matter will be stood down for half an hour in case of a late arrival, although during this time the City will explain the nature of the claim against the employee to the Union and the Arbitrator. The City will establish that it has complied with the notice requirements set out above and the amount that the employee is required to repay the City. If such liability is established the Arbitrator will direct the employee to repay the overpayment to the City, in full, subject to any submissions made by the Union regarding a repayment schedule. 5. If the employee attends the hearing: (a) The City will make its submissions, referring to those documents upon which it relies, and explain how it arrives at its claim for the overpayment. The City will also explain what repayment schedule, if any, it proposes. (b) The Union may make such inquiries as it thinks necessary. (c) At the close of the City's explanation, the Union will have an opportunity to meet with the employee. (d) The hearing will reconvene and the Union and/or the employee will make such submissions as they wish to make. If the employee claims underpayment by the City, the Union will explain the nature of the claim and the City may make such inquiries as it thinks necessary. (e) If liability is established a repayment schedule will be determined.
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	(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 9.10 shall apply. Flow through from Full Time Flow through to all Part Time
Article 13 VACATION PAY AND VACATION LEAVE	
New 13.11	March 2, 2016 Add a new clause as follows: <u>Vacation entitlement for Employees entering the Full Time bargaining unit</u> 13.11 (a) When an employee moves from the Local 79 Long Term Care Homes and Services 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 Local 79 Long Term Care Homes and Services Part Time bargaining unit. 13.11 (b) When an employee who was banking vacation moves from the Local 79 Long Term Care Homes and Services 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 Local 79 Long Term Care Homes and Services Part Time collective agreement. Such balance shall be carried forward into the full time bargaining unit.

Flow through from Full Time Flow through to all Part Time	Article 14A ILLNESS OR INJURY PLAN March 2, 2016 The City withdraws its proposal and reverts to status quo unless indicated otherwise below: Purpose 14A.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 regularly scheduled work due to illness or injury, subject to the provisions of this Article. IIP hours shall be paid for any time lost by reason of illness or injury in accordance with the provisions set out below, except where an award is made under the <u>Workplace Safety and Insurance Act, 1997</u>, S.O.1997, as amended. Enrolment 14A.02(a) All employees hired on or after July 31, 2009 shall be enrolled in the IIP in accordance with the provisions of this Article. 14A.02(b) All employees hired prior to July 31, 2009 who are in the Sick Pay Plan may elect, on or before November 18, 2009, to transfer to the IIP effective January 1, 2010. Such employees shall elect to either: (i) have their sick bank, if any, frozen as at December 31, 2009. Employees who elect this option shall use their capped sick pay credits to offset any shortfalls in their IIP hours in accordance with clause 14A.05; OR (ii) receive a Lump Sum Payment in Lieu of a Sick Pay Plan Special Payout. For the purpose of greater clarity, those employees hired prior to July 31, 2009 may elect to stay in the Sick Pay Plan and be covered by the provisions of Article 14B. Eligibility 14A.03 An employee shall become eligible to receive IIP hours for absences due to illness or injury commencing the first regularly scheduled shift following the completion of his/her probationary period, subject to 14A.14(c).
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	<u>Definitions</u> 14A.04 In this Article: (a) "income" shall mean the employee's hourly rate as provided for in Schedule "1"; (b) "month" shall mean a calendar month; (c) an "eligible employee" shall mean an employee who meets criteria set out in clause 14A.03 and employees who are transferred to the IIP in accordance with clause 14A.02; (d) the "Sick Pay Plan" is the sick pay accumulation plan described in Article 14B. <u>Capped Sick Pay Credits</u> 14A.05 (a) An employee covered under the Sick Pay Plan, and who elected to transfer to the IIP and to freeze his/her sick bank, shall have his/her accumulation of sick credits capped as at December 31, 2009 or upon his/her return to work as provided for in the Memorandum of Agreement – Transition to IIP. Capped sick pay credits shall be used in the following circumstances: <u>Top-Up from 75% to 100% Pay</u> (i) In cases where an employee's IIP payment is at seventy-five percent (75%) in accordance with the chart in clause 14A.08(c) below, the employee's capped sick pay credits, if any, shall be used to top-up the difference to one hundred percent (100%) of the employee's hourly rate. <u>Unpaid Illness or Injury Hours</u> (ii) Whenever an employee's absence due to illness or injury exceeds his/her IIP hours and he/she has not satisfied the Long-Term Disability waiting period in accordance with clause 15.01, the excess hours of illness or injury shall be regarded as illness or injury leave without pay, except that where an employee has elected to freeze his/her sick bank, such capped sick pay credits, if any, shall be used to provide the employee with income for this period. <u>Pro-ration of IIP Hours upon Completion of Probationary Period</u>
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14A.06 Upon completion of his/her probationary period, the IIP hours that will be provided to an employee will be pro-rated based on the total hours paid during his/her probationary period, and will be available for use on the first regularly scheduled shift immediately following completion of his/her probationary period.

Pro-ratation of IIP Hours

14A.07 The annual IIP hours that will be provided to an 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, up to a maximum of nine hundred and seventy-five (975) IIP hours for thirty-seven and a half (37.5) 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 hours paid in the previous calendar year as a percentage of one thousand, eight hundred and twenty (1820) hours or one thousand, nine hundred and fifty (1950) hours, or two thousand and eighty (2080) hours, as applicable.

CLAUSES 14A.08(A) TO 14A.09, AS FOLLOWS, APPLY PRIOR TO JANUARY 1, 2017:

Illness or Injury Plan – Hours Chart

14A.08(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 hours paid 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 nine hundred and seventy-five (975) IIP hours or one thousand and forty (1040) IIP hours, if any, at seventy-five percent (75%) of his/her hourly rate (column D or E).

14A.08(b) Employees are only eligible to advance to the next level of coverage based on total hours paid when they are:

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

An employee who is not actually at work will become eligible for the next level of coverage based on total hours paid in accordance with the charts below, upon actually returning to work for a period of at least seventy (70), seventy-five (75) or eighty (80) aggregate hours, as applicable.

- 14A.08(c) (i) IIP hours for 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 Hours Paid A	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 **	
	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%

14A.08(c)

(ii) IIP hours for employees in thirty-seven and one half (37.5) hour a week positions shall be as provided in the following chart:

IIP HOURS CHART (37.5 hour a week positions)					
Total 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%
9 hours to less than 1,950 hours		75	8%	900	92%
1,950 hours to less than 3,900 hours		112.5	12%	862.5	88%
3,900 hours to less than 5,850 hours		150	16%	825	84%
5,850 hours to less than 7,800 hours		225	24%	750	76%
7,800 hours to less than 9,750 hours		300	31%	675	69%
9,750 hours to less than 11,700 hours		375	39%	600	61%
11,700 hours to less than 13,650 hrs		450	47%	525	53%
13,650 hours to less than 15,600 hrs		600	62%	375	38%
15,600 hours to less than 17,550 hrs		750	77%	225	23%
17,550 hours to less than 19,500 hrs		900	93%	75	7%
19,500 hours or more		975	100%	0	0%

14A.08(c) (iii) IIP hours for 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 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%

No Payout or Carry Over

14A.09 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 14A.10(c) below.

EFFECTIVE JANUARY 1, 2017, CLAUSES 14A.08(a) TO 14A.09, AS FOLLOWS, APPLY AND SUPERCEDES THE PREVIOUS VERSIONS OF CLAUSES 14A.08(a) to 14A.09:

IIP Coverage Limits

14A.08(a) An eligible employee will be provided with IIP coverage in accordance with 14A.08(b), on the basis of the employee's hourly rate. 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 14A.08(b). 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

14A.08(b) IIP coverage shall be as provided to eligible employees in accordance with the following chart:

For thirty-five (35) hour classifications:

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

The actual annual entitlement of an eligible employee is pro-rated pursuant to clause 14A.08(a).

For thirty-seven and one-half (37.5) hour classifications:

	Maximum Coverage at 100%	Maximum Coverage at 75 %
Sick Pay Coverage in a Calendar Year	150 hours 20-Days	825 hours 110-Days

The actual annual entitlement of an eligible employee is pro-rated pursuant to clause 14A.08(a).

For forty (40) hour classifications:

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

The actual annual entitlement of an eligible employee is pro-rated pursuant to clause 14A.08(a).

Top Up Credits

14A.08(c) If an eligible employee uses less than his/her allotment of IIP days paid hours at the maximum coverage of one hundred per cent (100%) ("one hundred per cent (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 one hundred and five (105) hours for a thirty-five (35) hour classification, one hundred twelve and one-half (112.5) hours for a thirty-seven and one-half (37.5) hour classification and one hundred and twenty (120) hours for a forty (40) hour classification 15-days) may be carried over to the following year ("the carry over year") as "top of credits". Seven (7) hours (for a thirty-five (35) hour classification), seven and one-half (7.5) hours (for a thirty-seven and one-half (37.5) hour classification) and eight (8) hours (for a forty (40) hour classification) of One unused IIP hours day is equivalent to fourteen (14) hours (for a thirty-five (35) hour classification), fifteen (15) hours (for a thirty-seven and one-half (37.5) hour classification) and 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), two hundred and twenty-five (225) hours (for a thirty-seven and one-half (37.5) 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 per cent (100%) coverage hours days in the carry over year one the top up credit will be applied to subsequent hours days for which he/she is entitled to IIP coverage. The One top up credit increases the IIP coverage from seventy-five percent (75%) to one hundred per cent (100%).

No Payout or Carry Over

14A.09 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 clauses 14A.08(c) and 14A.10(c) below.

	<u>Refreshing of IIP Hours - January 1st</u> 14A.10(a) 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) any other leave pursuant to the Collective Agreement not arising due to illness or injury. 14A.10(b) An eligible employee not covered by clause 14A.10(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 refreshed IIP hours until he/she has actually returned to work for a period of at least seventy (70) or seventy-five (75) or eighty (80) aggregate hours, as applicable. 14A.10(c) An employee covered by clauses 14A.10(b) and 14A.12(b) shall continue to retain any remaining IIP hours from the previous year and any capped sick pay credits, if any, until he/she has returned to work for seventy (70) or seventy-five (75) or eighty (80) aggregate hours, as applicable. 14A.10(d) In addition to the objectives set out in clause 15.06, the Benefits Monitoring Committee may address the following issues, in special circumstances: (i) refreshing an employee's IIP hours prior to the seventy (70) or seventy-five (75) or eighty (80) aggregate hour period referred to in 14A.10(b); (ii) the identification and correction of errors or omissions with respect to an employee's IIP refreshed hours; (iii) the provision of additional IIP hours in circumstances where an employee suffers from more than one unrelated illness or injury or exhausts IIP hours due to Ill Dependant Leave and has no frozen Sick Bank credits and vacation.
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IIP Hours Upon Return From Approved Leave

14A.11(a) When an 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.

14A.11(b) When an employee is on an approved leave of absence, for any reason, and returns to work at the end of such leave of absence in a later calendar year, such that he/she did not work during the entirety of at least an entire calendar year, he/she shall retain his/her IIP hours existing at the date of the commencement of the leave, until such time as the employee has worked for a period of at least seventy (70) or seventy-five (75) or eighty (80) aggregate hours, as applicable, at which time his/her IIP hours shall be refreshed in accordance with clause 14A.10 above, based on the total hours paid to him/her in the calendar year in which he/she most recently worked.

Recall

14A.12(a) When an 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.

14A.12(b) Where an employee is laid off and recalled to work in the following calendar year, he/she shall have his/her IIP hours refreshed in accordance with clauses 14A.07 and 14A.10 above, as of the first day the employee returns to work.

14A.12(c) When an employee is not recalled so that he/she did not work during the entirety of a calendar year, if he/she is subsequently recalled to work, his/her IIP hours will be refreshed in accordance with clauses 14A.07 and 14A.10, as applicable, as of the first day the employee returns to work, based on the total hours paid to him/her in the calendar year in which he/she most recently worked.

Long Term Disability

14A.13 Employees who are absent due to illness or injury for more than six (6) continuous months will be eligible to apply for Long Term Disability benefits in accordance with Article 15.01.

Use of IIP Hours

14A.14(a) The number of paid IIP hours received by an employee shall be deducted from his/her available IIP hours but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work or for time lost because an employee was unable to respond to a call-in shift.

	14A.14(b) An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from his/her IIP hours, unless a physician states that the employee is fit for further work on that shift. <u>Occurrences</u> 14A.14(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 payments will be made based on the percentages outlined in clause 14A.08, as applicable. <table border="1" data-bbox="516 541 776 1541"> <tr> <th>OCCURRENCE PER CALENDAR YEAR</th><th>EMPLOYEE IS ELIGIBLE TO RECEIVE IIP HOURS FROM:</th></tr> <tr> <td>First (1st) , Second (2nd) and Third (3rd) Occurrence</td><td>First (1st) Day of Absence</td></tr> <tr> <td>Fourth (4th) and Subsequent Occurrences</td><td>Second (2nd) Day of Absence</td></tr> </table> <u>Hospitalization</u> 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. <u>Serious Incident</u> 14A.15 An employee who is required to attend to a critical incident or is involved in a serious incident or accident, such that he/she is unable to work, shall be permitted to take the remainder of the day off, without loss of pay and benefits. <u>Physicians' Certificates</u> 14A.16(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. The three (3)	OCCURRENCE PER CALENDAR YEAR	EMPLOYEE IS ELIGIBLE TO RECEIVE IIP HOURS FROM:	First (1 st) , Second (2 nd) and Third (3 rd) Occurrence	First (1 st) Day of Absence	Fourth (4 th) and Subsequent Occurrences	Second (2 nd) Day of Absence
OCCURRENCE PER CALENDAR YEAR	EMPLOYEE IS ELIGIBLE TO RECEIVE IIP HOURS FROM:						
First (1 st) , Second (2 nd) and Third (3 rd) Occurrence	First (1 st) Day of Absence						
Fourth (4 th) and Subsequent Occurrences	Second (2 nd) Day of Absence						

	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. 14A.16(b) An employee absent for more than thirty (30) calendar days shall: (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 (ii) provide further certificates from his/her physician, covering the same information, following each subsequent thirty (30) calendar days absent. <u>Reporting Procedures</u> 14A.17(a) Each employee is required to report an unplanned absence due to illness or ill dependant at least one (1) hour, unless not reasonably possible, prior to his/her start time. Employees will only be required to make a single phone call in order to report his/her absence. Each employee will be provided with the phone number he/she must call to report such absence. Each employee is required to indicate whether the absence is due to sickness or ill dependant. He/she is also required to notify of his/her anticipated date of return and will be expected to return to work as reported. He/she will not be required to report daily during the period identified. If the date of return is not specified or known, he/she must report on a daily basis as above. 14A.17(b) In any instance where an employee is able to return prior to the stated return date or requires an extension of their absence, the employee will advise his/her supervisor or designate by 3:00 p.m. the day before that he/she is returning on the following day. 14A.17(c) In any instance where an employee not referred to in clause 14A.17(b) above requires an extension of his/her absence, such employee will report as per 14A.17(a) above. <u>Movement to the Full-Time Collective Agreement</u> 14A.18(a) An employee who elects to stay in the Sick Pay Plan provided for in Article 14B of this Collective Agreement who subsequently moves to the Full-Time Collective Agreement, upon entering the full-time bargaining unit shall take with him/her his/her full cumulative sick pay credits, and shall thereafter be deemed an employee covered by Article 11B of the Full-Time Collective Agreement with cumulative sick pay credits equal to the cumulative sick pay credits carried over from this Collective Agreement.
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For the purpose of converting the cumulative sick pay credits, each seven (7) or seven and a half (7.5) or eight (8) hours, as the case may be, shall be considered equal to one day under the Full-Time Collective Agreement.

- 14A.18(b) An employee who is covered by the IIP plan provided for in Article 14A of this Collective Agreement 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 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 seven and a half (7.5) or eight (8) hours, as the case may be, shall be considered as equal to one (1) day under the Full-Time Collective Agreement.

Administration of IIP

- 14A.19 The IIP will be administered in a manner at least consistent with the practices and provisions applicable to the Sick Pay Plan (Article 14B). For greater certainty, occupational illness or injury shall be administered under Article 29 (Workplace Safety & Insurance Benefits).

Use of Vacation Entitlement

- 14A.20 An employee absent because of illness or injury who has exhausted his/her IIP hours, if any, may use any vacation entitlement owing as IIP hours. In that case, the vacation will be treated as IIP hours and the provisions of this Article will apply.

Flow through from Full Time, as appropriate
Flow through to Part Time B, as appropriate

Article 15 EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM DISABILITY INSURANCE

March 2, 2016

15.01(a)

Amend Article 15 as follows:

Subject to clause 15.01(b), the following plans, as described in the full-time agreement, shall be available to part-time employees who have completed six (6) months following the completion of his/her probationary period **one thousand and forty (1,040) paid hours**, with the City paying a pro-rata portion of the premiums for those benefits which they choose:

(i) Extended Health Care Benefits

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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.

	(ii) Dental Benefits (iii) Group Life Insurance in the amount of five thousand dollars (\$5,000) until the first of the month following the employee's seventieth (70th) birthday (iv) The employer shall provide, as an option, available to those employees who request it in writing, Group Life Insurance in an amount of twenty thousand dollars (\$20,000); provided that for the employees who elect to take up such option, such Group Life Insurance shall be deemed to include the five thousand dollars (\$5,000) coverage under 15.01(a) (iii) hereof, and for each premium period the cost of the premium shall be on a pro-rated basis as outlined in clause 15.01(c). The City agrees to continue the practice of advising the employee of his/her ability to continue coverage after severance of employment through the benefits carrier at the employee's expense (v) 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 15.01(a)(iv), 15.02(a) and 15.02(b). 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. <u>Long Term Disability</u> (i) Upon completion of five (5) years of aggregate service, the The City will, through an insurer authorized to carry on business in the Province of Ontario, arrange a long term disability plan for employees, to provide a long term disability benefit of seventy per cent (70%) sixty-six and two-thirds per cent (66-2/3%) seventy-five per cent (75%) to a maximum of \$4,000 per month of the employee's regular paid earnings (exclusive of overtime, shift bonus and other bonuses) during the twenty-six (26) consecutive pay periods preceding the onset of disability insurance, each month. 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. Said amount is inclusive of any benefits paid under any pension plan, insurance plan, Workplace Safety and Insurance Benefits or other plan to which the City makes any contribution. Such long term disability benefit is to be payable after six (6) continuous months absence from work on account of illness or injury; Provided that no
15.01(b)	

employee shall be eligible for long term disability payments so long as he/she is in receipt of sick pay benefits or IIP hours from the City. (ii) An employee's long term disability benefit payments will cease on the earlier of the following: Employees will be eligible for LTD benefits as follows: (a) the date that he/she becomes entitled to receive unreduced early retirement benefits pursuant to the OMERS Plan or under any pension plan referenced in Article 36 of the Collective Agreement or would be entitled to receive them had he/she made satisfactory application; or All employees who have been approved for or receiving Long Term Disability (LTD) benefits as of the date of ratification of this Agreement will retire at the end of the month in which the employee turns sixty-five (65) years of age and will not be eligible for Health and Group Life Benefits outlined in Article 15 or for LTD benefits after their retirement date. at the end of the month in which the employee turns age 65. Employees who are less than sixty-three (63) years of age when they become disabled will be eligible for LTD benefits until they reach age sixty-five (65). Following that date the earlier of the above events, the employee will not be eligible for benefits outlined in clause 15.01, 15.02, 15.03 and 15.04 or for LTD benefits. (b) Employees who are actively at work and working at sixty-three (63) years of age or older and become continuously ill for 910/975/1040 IIP hours will be eligible to apply for LTD benefits and will have a third-party medical assessment (performed by the City's benefit carrier) to determine the status of their disability. The assessment process will be consistent with the medical assessment process in place at the time for employees under age sixty-five (65) who are applying for LTD benefits. (c) If an employee is approved for LTD benefits based on medical evidence, the employee will be provided with seventy percent (70%) five percent (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 910/975/1040 continuous IIP hours from the date that they became disabled, and subject to the employee's ongoing obligations to provide evidence of continuing disability. In consideration for the benefits provided in this clause, the employee will retire from the City of Toronto after the completion of the two (2) year disability period (ie, 910/975/1040 continuous IIP hours plus eighteen (18) months of LTD) and will not be eligible for Health and Group Life Benefits outlined in Article 15 or for LTD benefits after their retirement date.	
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(d) If an employee returns to work prior to the completion of the two (2) year disability period and becomes ill again, they will only be eligible for LTD benefits, if they are off ill or injured for another 910/975/1040 continuous hours and after being reassessed and approved.

If the above criteria are met, the employee will receive seventy percent (70%) ~~five percent (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.

(e) Where an employee over the age of sixty-three (63) goes off on illness and does not have sick pay benefits or ILP hours, the employee will be reported off illness no credit/no pay and will be eligible to apply for sick benefits with Employment Insurance for the first 910/975/1040 continuous hours or the period of no pay status.

(f) Notwithstanding anything else contained in this clause, employees will not be eligible for LTD benefits beyond the end of the month in which they attain seventy (70) years of age, and all LTD payments shall cease at that time.

(g) The two (2) year City funded disability period (i.e., 910/975/1040 continuous ILP hours and eighteen (18) months of LTD), will be considered an "Approved Leave of Absence" with respect to OMERS. The employee will have the option, as permitted by law, to buy back this period from OMERS at his/her expense. If the employee chooses not to purchase this period, it will not be considered eligible service.

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

Column 1	Column 2
Receiving L.T.D. Benefits as of:	Increase Received:
December 31, 1998	\$30.00 per month
December 31, 1993	\$60.00 per month

Expedited Process

(iv) In the event that a difference arises relating to the interpretation, application or administration of said procedure clause 15.01 (b)(ii), the following expedited dispute resolution procedure shall be followed:

A. either party shall have the right to refer the matter to the City's Director of Employee & Labour Relations and to the President of Local 79, or their respective designates, for immediate discussion and speedy resolution;

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

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

W. Kaplan L. Davie
D. Starkman D. Randall
K. Petryshen

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

Premiums

Where such employees elect to participate and authorize a payroll deduction for their share of the premiums, the City shall, subject to clauses 29.03, 20.03(d) and 20.06(b) pay a pro-rata portion of the premiums for those benefits they choose on the following basis for employees in forty (40) hour per week job classifications:

- (i) 0-127 hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums;
 128-191 hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums;
 192-255 hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums;
 256-383 hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums;
 384 ~~or more~~ **-511** hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums;
 512 or more hours worked during the preceding eight (8) pay periods, ninety one hundred percent (99 100%) of the premiums.

15.01(c)

	Where such employees elect to participate and authorize a payroll deduction for their share of the premiums, the City shall, subject to clauses 29.03, 20.03(d) and 20.06(b), pay a pro-rata portion of the premiums for those benefits they choose on the following basis for employees in thirty-five (35) hour per week job classifications: (ii) 0-111 hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums; 112-167 hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums; 168-223 hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums; 224-335 hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums; 336 or more -447 hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums; 448 or more hours worked during the preceding eight (8) pay periods, ninety one hundred percent (90 100%) of the premiums. (iii) Where such employees elect to participate and authorize a payroll deduction for their share of the premiums, the City shall, subject to clauses 29.03, 20.03(d) and 20.06(b) pay a pro-rata portion of the premiums for those benefits they choose on the following basis for employees in thirty-seven and a half (37.5) hour per week job classifications: 0-119 hours worked during the preceding eight (8) pay periods, zero percent (0%) of the premiums; 120-179 hours worked during the preceding eight (8) pay periods, twenty percent (20%) of the premiums; 180-239 hours worked during the preceding eight (8) pay periods, forty percent (40%) of the premiums; 240-359 hours worked during the preceding eight (8) pay periods, fifty-five percent (55%) of the premiums; 360 or more -479 hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums; 480 or more hours worked during the preceding eight (8) pay periods, ninety one hundred percent (90 100%) of the premiums.
15.01(d)	For the purposes of Article 15 only "hours-worked" shall include time off while an employee is in receipt of sick pay or IIP hours in accordance with Article 14A (IIP) or Article 14B (Sick Pay), vacation in accordance with Article 13 or while in receipt of a Workplace Safety and Insurance Benefit in accordance with Article 29

	Effective September 30, 2013: For the purposes of Article 15 only "hours worked" shall include time off while an employee is in receipt of sick pay or IIP hours in accordance with Article 14A (IIP) or Article 14B (Sick Pay), vacation in accordance with Article 13 or while in receipt of a Workplace Safety and Insurance Benefit in accordance with Article 29 but shall exclude overtime.
15.01(e)	For the purpose of enrolment in any or all of the plans, there shall be one (1) three-(3) "open" periods per year, from the first to the fifteenth day inclusive in of the months of December, April and August of each year.
15.01(f)	Prior to the beginning of each open period, each employee 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.
15.01(g)	If the employee elects to participate, coverage will begin January 1 of the next year and the applicable premium deduction will shall commence the first day of the month following enrolment and payroll deductions shall commence on the first pay period ending in that month.
15.01(h)	The open period for a new employee and for employees returning from a leave of absence or layoff shall be for the two (2) weeks following the pay period in which the employee becomes eligible subject to clause 15.01(a) completes his/her probationary period, and coverage shall commence on the first day of the month following enrolment.
15.01(i)	Employees who decline coverage shall not be eligible to participate until the next "open" period.
15.01(j)	Employees who wish to terminate their participation in any or all of the plans must do so in writing, by November 1 in any year giving at least thirty (30) days notice. In any event, termination of benefits will not occur until the end of the current calendar year.
15.02(a)	<u>Optional Group Life</u> 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.
15.02(b)	The City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life Insurance up to a maximum of twenty thousand (\$20,000) dollars for each child of the employee, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums and individual coverage is subject to approval by the insurer.
15.03	<u>Continuation of Group and/or Optional Life Insurance</u> 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.
15.04	<u>Out of Province/Country Coverage</u> The City shall provide out-of-province/country coverage for emergency treatment for employees and their dependants. The City shall advise members of the claims reporting process at the time they enrol in benefits.
15.05	<u>Change in Marital Status or Dependants</u> Each employee shall report any changes in marital status or increase or decrease in dependants within thirty (30) days of the life event change.
15.06	<u>Benefits Monitoring Committee</u> 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 the Local 79 and the City.
15.07	<u>The Committee shall meet at the request of either party.</u> <u>Benefit Plan Book</u> The City shall provide each employee a copy of the benefit plan book and shall provide updates when they occur to each employee who enrolls in the plan or requests a copy. The City shall provide Local 79 with a copy of the benefit plan book and updates for proof reading and comment prior to its distribution to employees.
15.08(a)	<u>Arrears</u> Should the employee have insufficient earnings to cover the required payroll deduction, the employee will be notified that he/she is required to provide post-dated cheques for the monthly premiums remaining in the calendar year, including premiums missed to date.
15.08(b)	Should the employee's premiums be in arrears for one (1) a second consecutive month, the benefit coverage will be terminated at the end of the second month.

15.08(c)	When the employee returns to work he/she must reimburse the City for his/her share of the premium cost in arrears if such arrears are not otherwise cleared. Should the employee fail to reimburse the City, such arrears shall be treated as an overpayment and recovered in accordance with clause 9.10. The City shall advise the employee in advance of any schedule of recovery in advance of implementation of recovery of said arrears. The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O. 1990, as amended; unless the parties agree otherwise.
15.08(d)	In the situation where an employee's benefit coverage has been terminated because of non-payment, such employee will not be eligible to re-enrol in the benefit plan until the next open period and is contingent upon the City receiving full recovery of arrears.
15.09	<u>Change In Benefit Carrier</u> Should there be a change in benefit 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.
15.10	<u>Benefit Utilization and Premium Rates</u> 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. 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.
15.11	<u>Benefits Representative</u> Leave of absence, with pay, shall be granted to one (1) full-time Benefits Representative provided that such leave shall involve no cost to the City. The Union agrees to use the EI rebate to offset the cost of benefits.
LETTER OF INTENT USE OF EMPLOYMENT INSURANCE REBATE	Flow through from Full Time, as appropriate Flow through to Part Time B, as appropriate
Article 16 SENIORITY	
16.01	Amend Clause 16.01 as follows: For the purposes of determining a seniority date, an employee's aggregate paid hours will be converted by using the following formula: one thousand, nine hundred and sixty (1,960) paid hours equals one (1) year except that in an employee's first year of employment with the City, two thousand and eighty (2,080) paid hours equals one (1) year.

16.02	The City withdraws its proposal and reverts to status quo. <u>Loss of Seniority</u> An employee shall lose all seniority and service, and his/her employment shall be terminated if: (i) he/she voluntarily terminates his/her employment subject to the right to rescind in clause 16.03; (ii) he/she is discharged for reasonable cause; (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 clause 16.05; (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; (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; or (vi) on six (6) or more occasions in the calendar year he/she, without reasonable cause, fails to report for work when called in, after having agreed to so report; or (vii) he/she is absent on an unauthorized leave from the City in excess of seven 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. Flow through to all Part Time, as appropriate	March 2, 2016
17.04	Article 17 JOB POSTINGS Amend Clause 17.04 as follows: For the purposes of calculating seniority for appointments or promotions, seniority shall be calculated pursuant to the same formula as set out in clause 16.01 - one thousand, nine hundred and sixty (1,960) paid hours equals one (1) year except that in an employee's first year of employment with the employer, two thousand and eighty (2,080) paid hours equals one (1) year.	

Article 18 SCHEDULING	
18.02	Amend Clause 18.02 as follows: The City will make reasonable efforts to provide employees with at least forty-eight (48) hours notice of a change in their regularly scheduled work. The manager or designate will notify the affected employee of the change.
18.05	March 2, 2016 The City agrees with the Union's proposal to revert to status quo. All part-time employees are required to complete and submit an availability form prior to being assigned pre-scheduled work and/or call-in work. Part-time employees may increase availability at any time by submitting a new availability form. Changes in availability will be taken into account for the preparation of the next six (6) week schedule following receipt of the notice of change. Once an employee has completed their probationary period in accordance with clause 6.01, an employee Employees may decrease availability only during the months of March, July and November September by submitting a new availability form. Changes in availability will be taken into account for the preparation of the next six (6) week schedule following receipt of the notice of change.
LETTER OF INTENT MAXIMIZATION OF HOURS	March 2, 2016 The City withdraws its proposal and reverts to status quo. The parties agree to meet and discuss the development of language for the maximization of hours for senior part-time staff following the conclusion of the Scheduling and Seniority Study. If the parties are unable to reach agreement the matter shall be referred to Tim Armstrong for mediation.
Article 20 LEAVE OF ABSENCE	
20.16 (a)	Amend Clause 20.16(a) as follows: <u>Leave of Absence for Full-time Union Office</u> Retroactive to January 1, 2002, An employee who is elected or appointed to a full-time position within Local 79 shall, upon request of Local 79, be granted such leave of absence provided that such leave shall involve no cost to the City except that during the period of leave he/she shall continue to accrue sick credits in his/her sick bank or LLP for use upon the end of such leave in accordance with the provisions of the Collective Agreement.

	Upon the expiration of his/her term of office, the employee shall be returned to his/her previous position, if such is available or if no such position is available upon consultation with the employee concerned, to a position in a classification comparable to that which he/she was employed before taking office. Flow through from Full Time
20.19	March 2, 2016 The City agrees to the Union's proposal to amend Clause 20.19 as follows: <u>Local 79 Negotiating Committee</u> The City will recognize a Negotiating Committee of up to three (3) two (2) four (4) members selected by Local 79. 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 bargaining proposals and negotiating a Collective Agreement or amendments thereto. up to filing for conciliation by either party. 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. The name of each of the members of the Negotiating Committee shall be provided in writing to the Executive Director of Human Resources at least four (4) weeks prior to the commencement of the leave. Requests for unpaid leave of absence for additional members of the Negotiating Committee shall be considered on a case by case basis. Flow through from Full Time, as appropriate Flow through to Part Time B Flow through to Rec Agreement, as appropriate Amend Clause 20.20(a) as follows: <u>Leave of Absence for Chief Steward and Unit Officers</u> Upon request from Local 79, the City shall provide a full-time leave of absence with full pay and benefits for the Chief Steward and three (3) Unit Officers of Local 79. In addition the three (3) Unit Officers representing the Long Term Care Homes and Services Part-time, Unit B Part-time and Recreation Workers Part-time, or alternates as designated by Local 79 will be granted leaves of absence of two (2) days per week without loss of pay or benefits. Effective October 1, 2013:
20.20 (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. The leave of absence for the Chief Steward and Unit Officers shall result in no loss of seniority. The City shall pay the wages, vacation, and benefits of the Chief Steward and Unit Officers and shall invoice Local 79. Local 79 shall remit, forthwith, full reimbursement for the Chief Steward and Unit Officers' wages, vacation, and benefits to the City. Flow through from Full time Flow through to all Part time
NEW	Article 22 HEALTH AND SAFETY The City agrees to attach the Psychological Health and Safety Policy to the Collective Agreement and amend Article 45, Access to City of Toronto Policies/Programs accordingly. Flow through from Full time Flow through to all Part time
28.01 (c)	Article 28 REQUEST FOR TRANSFER Amend Clause 28.01 (c) as follows: Once an employee submits a transfer request in writing, it shall remain on file for two (2) one (1) years from the date it is received by the Division or until he/she is transferred, withdraws or declines 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. Flow through from Full Time, as appropriate
29.07(a)	Article 29 WORKPLACE SAFETY AND INSURANCE BENEFITS Amend Clause 29.07(a) as follows: 29.07 (a) Where the claim is not approved the City shall provide the employee with a copy of the denial letter from WSIB. Where an employee receives monies in excess of his appropriate net pay amount, such excess shall be treated as an overpayment and the City shall make recovery from the employee's wages. The employee may, within five (5) working days of notification of the overpayment, request to have the overpayment recovered from his/her:

	(i) Wages; and/or (ii) Vacation bank, subject to Division approval; and/or (iii) Accumulated lieu time; and/or (iv) Sick bank or IIP, provided that the employee would have been qualified to use his/her sick bank/IIP as per Articles 14A and 14B of the Collective Agreement and the absences are substantiated and is subject to Division approval. Such request and/or Divisional approval shall not be unreasonably denied. This does not preclude the employee from making a full or partial payment. If approval is granted to deduct the overpayment from the employee's vacation bank, accumulated lieu time, and/or sick bank/IIP, and if the amount of overpayment is greater than the vacation bank, accumulated lieu time, and/or sick bank/IIP, or if no request is made within five (5) working days or approval is not granted, the City shall recover the excess from the employee's wages. In the event that the employee elects to repay the City through a deduction from wages, clause 9.10 of the Collective Agreement will apply. The affected employee must provide the City with any recovery consents required by law. In the event that the employee disagrees with the recovery of any wages, the City may utilise the process outlined in the LETTER OF AGREEMENT – INTERIM ALTERNATE PROCESSES FOR CLAUSE 9.10. Flow through from Full time
32.01	Article 32 TERM OF AGREEMENT AND NOTICE TO BARGAIN Amend Clause 32.01 as follows: This agreement shall remain in force from the 1st day of January, 2016 2012 until and including the 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. Flow through from Full Time Flow through to all Part Time

Article 40 EMPLOYMENT EQUITY

40.01

The City withdraws its proposal and agrees with the Union's proposal to amend Clause 40.01 as follows:

March 2, 2016

EMPLOYMENT EQUITY AND WORKFORCE DIVERSITY

~~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:~~

- a) ~~Identification of systemic barriers;~~
- b) ~~Recruitment;~~
- 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;~~
- f) Promotion as opposed to alternate rate;
- g) ~~Improving access to training and development opportunities for all employees;~~
- g) Recognizing equivalents to academic credentials; and/or workplace experience;
- h) Career planning;
- i) ~~Recognizing equivalents to academic credentials; and career-related leaves and educational opportunities;~~
- i) 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;~~

Flow through from Full Time
Flow through to all Part Time

New MOA –
WORKPLACE
DIVERSITY

The City agrees with the Union's proposal to add a new Memorandum of Agreement as follows:

March 2, 2016

Memorandum of Agreement Workplace Diversity

	The parties agree to meet during the term of this agreement to discuss workforce diversity issues including: a) Identification of systemic barriers; b) Recruitment; c) Employment opportunities for youth, Aboriginal peoples, persons with disabilities, other equity-seeking groups and foreign-trained professionals; and d) Collecting data/information that would be of use to this process Flow through from Full time Flow through to all Part time
M7 - Pilot Project Process to Review Call-in Shifts	Memorandum of Agreements Replace the current Memorandum of Agreement Item: Pilot Project Process to Review Call-in Shifts as follows: Call-in Shift Review 1. If an employee has not been offered a call-in shift to which he/she believes he/she was entitled, the employee shall fill in the Call-in Shift Review Form. The Nurse Manager shall make reasonable efforts to schedule a meeting within one (1) week of the request being received and the employee shall have the right to a Local 79 representative. 2. The Nurse Manager shall forward the completed form to the CCIU Manager and request the appropriate tracking form. 3. The Nurse Manager shall then review the tracking form, work schedule, employee availability form and daily complement with the employee to determine whether there has been a scheduling irregularity. If no irregularity exists, the Nurse Manager shall advise the employee and explain how the shift was filled. If an irregularity exists, the Nurse Manager shall take appropriate action. 4. Any disputes arising out of this process shall be initiated at Step 2 of the grievance procedure. 5. The employer shall ensure that employees are aware of the Call-in Shift Review Form and where it is located in each Home. This Memorandum of Agreement shall expire on December 30, 2019.

New Memorandum of Agreement Item - Pilot Project for Exploring Regular Part-time Scheduling	Add a new Memorandum of Agreement Item as follows: Memorandum of Agreement Pilot Project for Exploring Regular Part-time Scheduling Long-Term Care Homes & Services In an effort to provide consistent care and service to residents and to provide, subject to operational needs, and where possible, equitable and predictable scheduling, the Long-Term Care Homes & Services Division proposes to explore Regular Part-time Scheduling (lines) alternate means. Within 120 days of the date of ratification of the Collective Agreement, the City shall meet with notify Local 79 to discuss the methodology of the pilot project, the location of the pilot project and of the implementation of regular part-time schedules (lines) any pilot project with regards to alternate means for the following classifications: Registered Nurse Registered Practical Nurse Practical Care Aide The Division shall notify Local 79 of the Homes in which the pilot project shall operate; the length of the pilot project; the various units involved; the methodology of how the pilot project will be administered and the outcome of the pilot project. The Division shall establish work schedules for pre-scheduled work which will provide for consistent pairing of Full-Time and Part-Time nursing staff creating stable and consistent work teams and increased predictability of scheduling. Seniority and the stated availability of staff will be a consideration for pre-scheduled and call-in shifts. It is understood that the scheduling provisions under Article 18 (except 18.06) of the Long-Term Care Homes & Services Part Time Collective Agreement will not apply to employees who are involved in the pilot project. Either party may request to meet at during the halfway point of the pilot project to discuss its progress.
--	---

	The Division may, at the end of the pilot project, either modify the scheduling project or revert back to the current scheduling language. If there is a negative operational impact, the Division may cancel the pilot project with notice to the union and to impacted employees before the beginning of the next six (6) week schedule. It is understood any disputes arising from the operation of the pilot project shall not be become the subject of a grievance. This Memorandum of Agreement will expire on December 30, 2019. Add a new Memorandum of Agreement item as follows: Memorandum of Agreement Critical/Serious Incident or Accident 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: Debriefing for directly affected employees, in a timely manner; and EAP counselling services shall be made available in the affected workplace(s), as quickly as possible; Employee attendance shall be encouraged. 2) Notwithstanding clause (1) above, the City shall provide EAP counselling upon request by an employee who has been affected by a critical/serious incident as described in clause (1) above. The City shall also make its best efforts to ensure that staff are aware of how to access the City's EAP service. Flow Through from Full time Flow through to all Part time
New Memorandum of Agreement Item	

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT AGREEMENT**

Article 1 – DEFINITIONS

Amend clause 1.04 as follows:

Conversion of Hours

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

Effective April 4, 2012

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

Effective January 8, 2014

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

Effective January 7, 2015

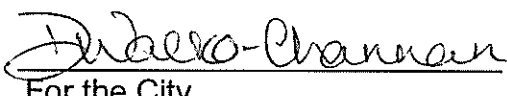
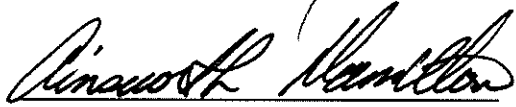
- (d) ~~all employees working a thirty-eight and three-quarter (38.75) hour work week in accordance with 8.02(b) shall have their length of shift and pay decreased by fifteen (15) minutes to a thirty-seven and a half (37.5) hour work week, seven and one-half (7.5) hours per shift.~~

Where the terms "two thousand and eighty (2,080) paid hours", "one thousand, nine hundred and sixty (1,960) paid hours", "one thousand and forty (1,040) paid hours", "eighty (80) hours" and "eight (8) hours" are used in this agreement, it shall be amended to read "one thousand, nine hundred and fifty (1,950) paid hours", "one thousand, eight hundred and thirty-seven and one half (1,837.5) paid hours", "nine hundred and seventy-five (975) paid hours", "seventy-five (75) hours" and "seven and one half (7.5) hours" respectively for employees in classifications where the normal full-time hours are thirty-seven and one half (37.5) hours per week, and it shall also be amended to read "one thousand, eight hundred and twenty (1,820) paid hours", "one thousand, seven hundred and fifteen (1,715) paid hours", "nine hundred and ten (910) paid hours", "seventy (70) hours" and "seven

(7) hours" respectively for employees in classifications where the normal full-time hours are thirty-five (35) hours per week.

Where the terms "seven hundred and twenty (720) hours", "three hundred and eighty-four (384 hours)" and "forty (40) hours" are used in this agreement, they shall be amended to read "six-hundred and seventy-five (675) hours", "three hundred and sixty (360) hours" and "thirty-seven and one half (37½) hours" in classifications where the normal full-time hours are thirty-seven one half (37½) hours per week and shall also be amended to read "six-hundred and thirty (630) hours", "three hundred and thirty-six (336) hours" and "thirty-five (35) hours" in classifications where the normal full-time hours are thirty-five (35) hours per week.

Flow through from Full Time Agreement as appropriate

DATE AGREED: March 2, 2016	
 For the Union	 For the City
 For the Union	 For the City
<u>March 3/16</u> Date signed off	<u>Mar 3/16.</u> Date signed off

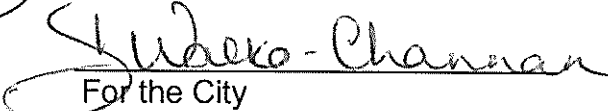
**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

Article 7 – NO DISCRIMINATION OR HARASSMENT

Amend clause 7.01 as follows:

7.01 The City and Local 79, their respective servants and agents agree that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practised 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*

DATE AGREED: December 16, 2015	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
Feb 4 2016 _____ Date signed off	Feb 4, 2016 _____ Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

Article 7 – NO DISCRIMINATION OR HARASSMENT

Amend clause 7.01 as follows:

7.01 The City and Local 79, their respective servants and agents, agree that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practised with respect to any employee, in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, scheduling 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***

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

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

Article 16 – SENIORITY

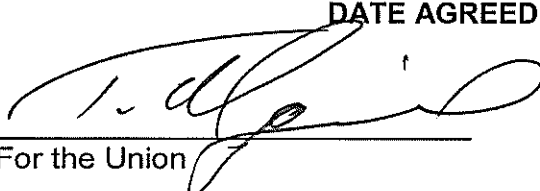
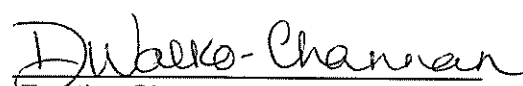
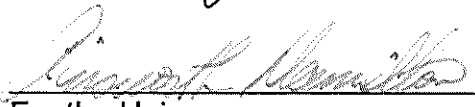
Amend clause 16.03 as follows:

16.03 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 tendered his/her resignation.

Upon receipt of such notification by the **employee's employees'** supervisor, the employee shall be reinstated to his/her former classification and be eligible for hours in the next six (6) week schedule.

It is understood that such time off shall be without pay, but with seniority and benefits. It is further understood that this provision will have no applicability in those situations in which the employer accepts a resignation from an employee as an alternative to the employer proceeding with termination.

Flow through from Unit B Part Time Agreement

DATE AGREED: December 16, 2015	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
Feb 11 / 16 _____ Date signed off	Feb 12, 2016 _____ Date signed off

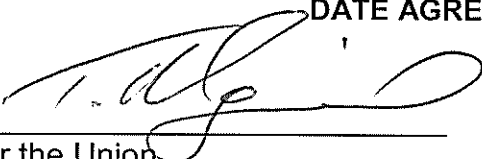
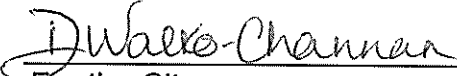
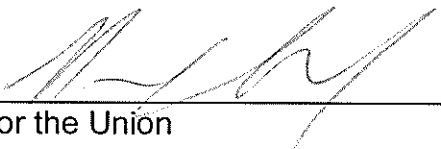
**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

Article 16 – SENIORITY

Amend clause 16.05 as follows:

- 16.05 In the event of a staff reduction, employees will be laid off in reverse order of their seniority within the position classification within the bargaining unit, and if and when work becomes available within twenty-four (24) calendar months from the date of layoff, and provided they possess the necessary qualification, such persons shall be recalled to work in order of their seniority within the position classification. An employee who refuses recall or who fails to report to work within ten (10) working days of recall shall be deemed to have terminated his/her employment with the City.

An employee on layoff has the right to apply and/or proceed in a job posting pursuant to Article 17 of this agreement. The right to apply and/or proceed in such job posting shall not extend beyond the period of recall as set out in this clause.

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

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

Article 17 – JOB POSTINGS

Amend clause 17.01 as follows:

Job Posting to the Full-Time Bargaining Unit

- 17.01 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 Collective Agreement between Local 79 and the City as appended to this agreement. (Appendix B).**

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 Long Term Care Homes and Services bargaining unit immediately prior to accepting a position in the Local 79 Full-Time bargaining unit, the employee shall be reverted to his/her former classification in the Local 79 Part-Time Long Term Care Homes and Services bargaining unit, and shall be credited to him/her the service standing to his/her credit at the time of reversion, including such 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 consistent with the provisions of Article 16 of the Local 79 Part-Time Long Term Care Homes and Services Collective Agreement.

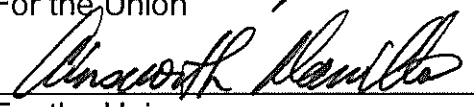
The employee shall be returned to the same work unit as he/she was scheduled in prior to becoming an employee in the Local 79 Full-Time bargaining unit, at the beginning of the next schedule following the reversion.

During the period between the date of the employee's reversion and the beginning of the next schedule following the reversion, the employee shall be given priority for any call-in work within his/her classification in their work unit, 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 Collective Agreement.

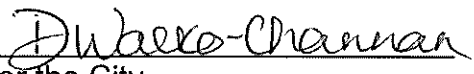
Flow through to all Part-Time Agreements as appropriate

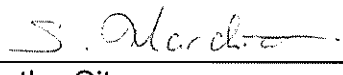
DATE AGREED: December 16, 2015


For the Union


For the Union

Feb 20/16
Date signed off


For the City


For the City

Feb 21, 2016
Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

Article 17 – JOB POSTINGS

Amend clause 17.03 as follows:

17.03 When a temporary full-time assignment is filled, the name and seniority of the successful applicant shall be posted in the Home **where the assignment is filled.**
~~concerned.~~

DATE AGREED: December 16, 2015

For the Union

For the City

For the Union

For the City

Date signed off

Date signed off

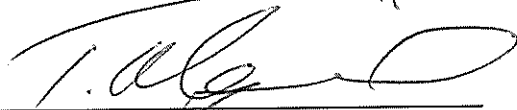
**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

Article 17 – JOB POSTINGS

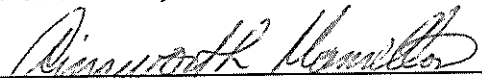
Amend clause 17.07(a) as follows:

17.07(a) Part-time employees who wish to be considered for a part-time position in a different classification **shall** ~~may~~ submit their request in writing to the Division Head.

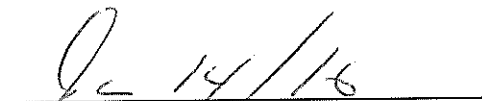
DATE AGREED: December 16, 2015



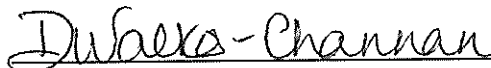
For the Union



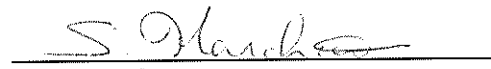
For the Union



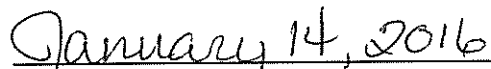
Date signed off



For the City



For the City



Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

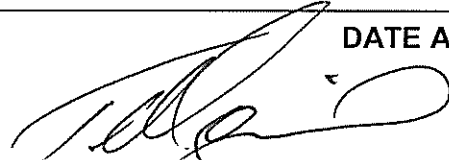
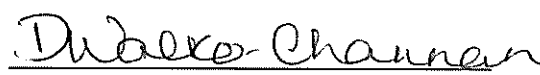
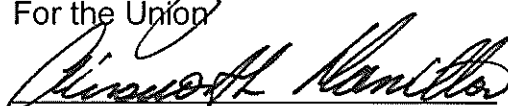
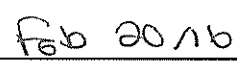
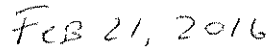
Article 17 – JOB POSTINGS

Amend clause 17.08(a) as follows:

Part-Time Employment Opportunities

17.08(a) 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 Long-term Care Homes & Services 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

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

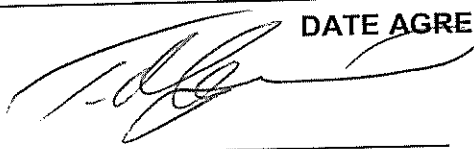
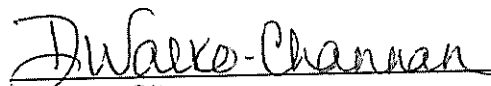
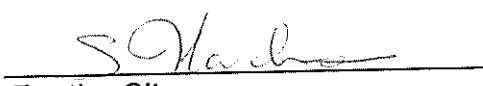
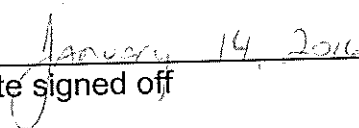
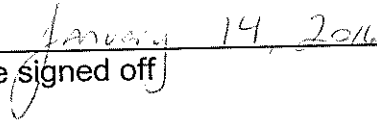
**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

Article 19 – GRIEVANCE PROCEDURE

Amend clause 19.07 as follows:

- 19.07 ~~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**

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

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

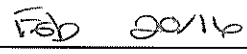
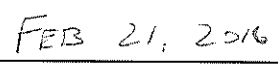
Article 19 – GRIEVANCE PROCEDURE

Amend clause 19.25 as follows:

Disciplinary Discussions and Notations

19.25 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 19.05 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

DATE AGREED: February 17, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT**

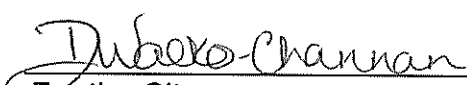
Article 19 – GRIEVANCE PROCEDURE

Amend clause 19.29(b) (i) as follows:

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

~~Robert Herman-~~ **Susan Stewart**
Marilyn Nairn
~~Maureen Saltman~~ **Jasbir Parmar**
Christopher Albertyn
Paula Knopf **Elijah Gedalof**
Christine Schmidt

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

DATE AGREED: 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
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

Article 19 – GRIEVANCE PROCEDURE

Amend clause 19.32 as follows:

Prescheduled Grievance Meetings

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

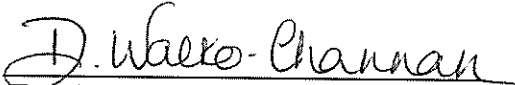
The **Employee and Labour Relations Division and Local 79** agree to mutual co-operation in the development of lists of grievances to be discussed at grievance meetings at least two (2) calendar weeks prior to the pre-scheduled dates.

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

DATE AGREED: January 28, 2016



For the Union



For the City



For the Union



For the City

Feb 16/16

Date signed off

FEB 16, 2016

Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

Article 20 – LEAVE OF ABSENCES

Amend clause 20.20(a) as follows:

~~20.20(a) Upon request from Local 79, the City shall provide a full-time leave of absence with full pay and benefits for the Chief Steward and three (3) Unit Officers of Local 79. In addition the three (3) Unit Officers representing the Long Term Care Homes and Services Part-time, Unit B Part-time and Recreation Workers Part-time, or alternates as designated by Local 79 will be granted leaves of absence of two(2) days per week without loss of pay or benefits.~~

~~Effective October 1, 2013:~~

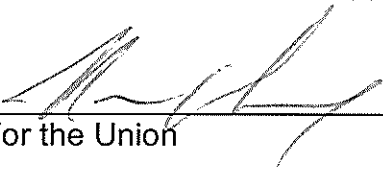
Upon request from Local 79, the City shall provide a full-time leave of absence for the Chief Steward and three (3) Unit Officers of Local 79. In addition the three (3) Unit Officers representing the Long Term Care Homes and Services Part-Time, Unit B Part-Time and Recreation Workers Part-Time, or alternates 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:

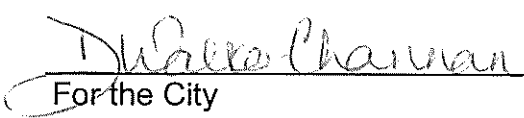
A Part-time Unit Officer(s) will provide the City with his/her proposed leave of absence days as note above as early as possible. A Part-time Unit Officer(s) may from time to time flex his/her leave of absence days within a thirty (30) day period. Such changes to his/her proposed leave of absence days 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



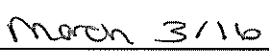
For the City



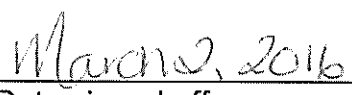
For the Union



For the City



Date signed off



Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

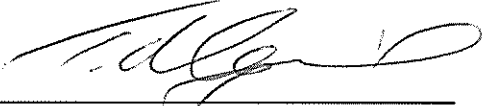
Article 22 – HEALTH AND SAFETY

Delete clause 22.02 as follows:

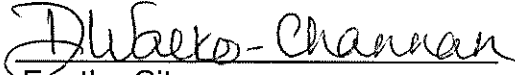
~~22.02 — An employee who is pregnant and works with a video display terminal for a majority of her daily working hours, shall, provided her physician so recommends, be temporarily re-assigned to other duties without loss of pay or benefits until the commencement of her pregnancy leave.~~

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

DATE AGREED: December 16, 2015



For the Union



For the City



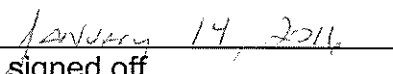
For the Union



For the City



Date signed off



Date signed off

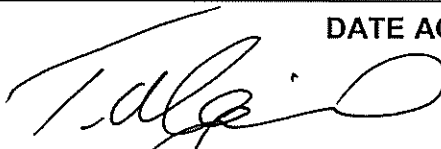
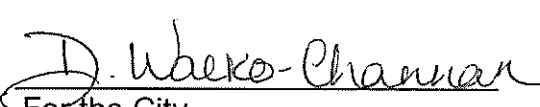
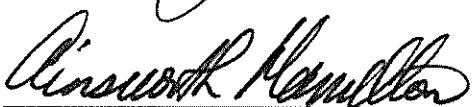
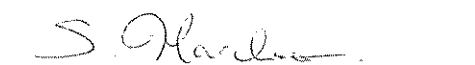
**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

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.*

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

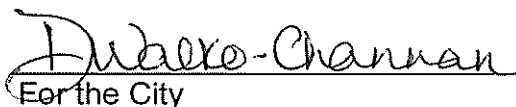
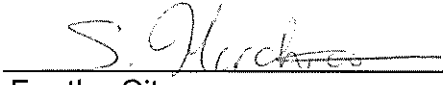
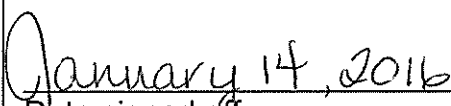
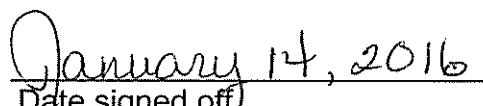
**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

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*

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

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

Article 45 – ACCESS TO CITY POLICIES/PROGRAMS

Add a new clause 45.02 as follows:

45.02 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
Protective Equipment, Protective Clothing and Wearing Apparel Policy (see appendix C)
Request for Parking for Employees with a Disability Procedure
Tuition Reimbursement

Flow through from Full Time Agreement

Flow through to all Part Time Agreements, as appropriate

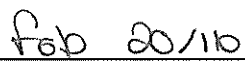
DATE AGREED: December 16, 2015

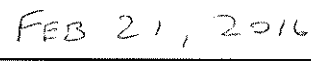

For the Union


For the City


For the Union


For the City


Date signed off


Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES & SERVICES**

MEMORANDUM OF AGREEMENT

Add a new Memorandum of Agreement as follows:

Memorandum of Agreement

Crisis Prevention Intervention Training

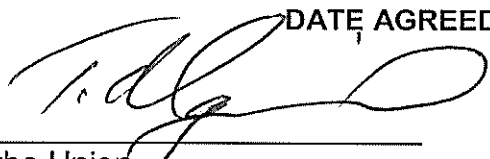
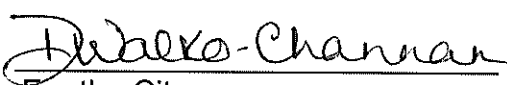
The parties acknowledge the importance of ensuring that employees have the skills necessary to de-escalate interactions with the public, clients, and residents when required.

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 the 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
<u>Feb 27, 2016</u> Date signed off	<u>FEB 27, 2016</u> Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES & SERVICES**

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 the 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

Date signed off

Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES & SERVICES**

MEMORANDUM OF AGREEMENT

Add a new Memorandum of Agreement as follows:

Memorandum of Agreement

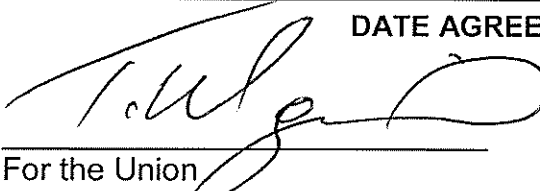
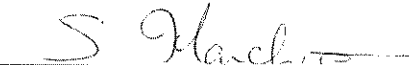
Training to Improve Opportunities for Internal Mobility

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 the 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
<u>Feb 07, 2016</u> _____ Date signed off	<u>Feb 27, 2016</u> _____ Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

MEMORANDUM OF AGREEMENT

Renew the following Memorandum of Agreement item:

**Article 14A
ILLNESS OR INJURY PLAN**

Transition to IIP

Election to Illness or Injury Plan

Within sixty (60) days of July 31, 2009 the City and Local 79 shall meet to discuss the format of a hard copy communication to employees eligible to transfer to the IIP. Such communication shall include a reference to the employees' current sick bank, if any, a copy of the IIP plan (Article 14A), the due date for election to IIP and return address information.

No later than October 18, 2009, the City shall inform all employees eligible to transfer to IIP of the requirement to elect, on or before November 18, 2009, to either transfer to the new IIP plan in accordance with clause 14A.02(b) or to remain in the current Sick Pay Plan in accordance with clause 14B.01 (Article 14B). The information will be provided to employees in hard copy and mailed to their home address. Employees shall have until November 18, 2009 to respond in writing. Any employee who has not responded shall be deemed to have elected to remain in the current Sick Pay Plan.

Transition to IIP Effective January 1, 2010

Employees electing to transfer to the IIP in accordance with clause 14A.02 will receive his/her IIP days on his/her first shift on or after January 1, 2010 if he/she is:

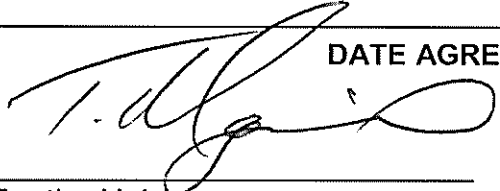
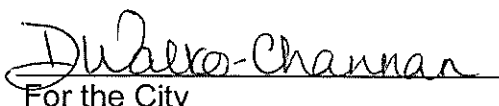
- (1) actually at work, or
- (2) on a pre-approved vacation, or
- (3) on approved Leave of Absence, not arising due to illness or injury (which will include suspensions with or without pay of ten (10) working days or less), or
- (4) any other leave pursuant to the Collective Agreement not arising due to illness or injury.

Deferred Transition Date

An employee who elected to transfer to the IIP, or who is transferred to the IIP in accordance with clause 14A.02(b) who is absent from work because of illness or injury and who would otherwise be entitled to sick pay under either the pre-existing Sick Pay Plan shall continue to be covered by the pre-existing Sick Pay Plan until the employee returns to work for a period of at least seventy (70) or **or seventy-five (75) or eighty (80)** aggregate hours, as applicable, after which the employee shall be enrolled in the IIP and eligible to use his/her IIP hours.

Lump Sum Payment in Lieu of Special Payment

1. Employees covered by the Local 79 Long Term Care Homes & Services Collective Agreement, who are not entitled to a Special Payout/Payment in the Local 79 Full-Time Collective Agreement, who elect to transfer to the Illness or Injury Plan and to receive a Lump Sum Payment in lieu of a Special Payout and who are actively employed on November 1, 2009, shall receive a single lump sum payment, calculated in accordance with paragraph 2, to be paid on or before December 24, 2009.
2. The maximum lump sum payment shall be seven hundred dollars (\$700.00). This payment shall be pro-rated based on all paid regular hours actually worked in the twenty-six (26) pay periods ending immediately prior to the date of ratification of the Part-Time Collective Agreements. The pro-ration shall occur based on 1820/1950/2080 regular annual hours, as applicable. For an employee who works in more than one classification, the pro-ration shall be based on the regular annual hours of the classification in which he/she works the greatest number of regular hours.
3. The lump sum payment does not form part of an employee's base salary, is not pensionable, and is subject to normal statutory deductions and union dues.

DATE AGREED: December 16, 2015	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Feb 24/16</u> Date signed off	<u>Feb 27, 2016</u> Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

MEMORANDUM OF AGREEMENT

Renew the following Memorandum of Agreement item:

**Article 15
EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM
DISABILITY INSURANCE**

Private Duty Nursing Coverage

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

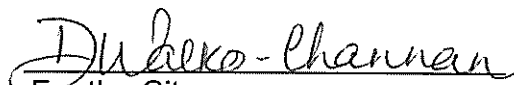
All private duty nursing claims established after the implementation of the new benefits carrier (August 1st and November 1st) are subject to the terms of the Local 79 Collective Agreement. In reference to private duty nursing claims it states "Private duty nursing at home when medically necessary, to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

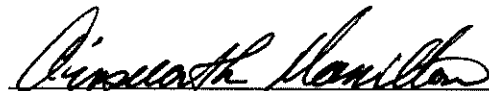
All existing ongoing private duty nursing claims (established prior to the date of the new benefit carrier) are not subject to the above limitations. These claims are being adjudicated according to past contracts and practices. It is not our intent to apply a limitation to an existing claim that has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

Flow through from Full Time Agreement

DATE AGREED: February 8, 2016


For the Union


For the City


For the Union


For the City

Feb 16/16
Date signed off

FEB 16, 2016
Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT AGREEMENT**

MEMORANDUM OF AGREEMENT

Renew the following Memorandum of Agreement item:

**Article 18
SCHEDULING**

Designated Holiday Scheduling – Pilot Project Part-Time Long Term Care Homes and Services Employees

The City and Local 79 agree that the process outlined below will be used for the purpose of scheduling part-time LTCH&S employees to work designated holidays over the term of the Collective Agreement.

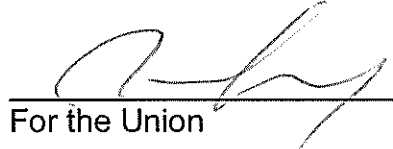
After full-time employees have been scheduled to work the designated holiday as part of their regular schedule and part-time employees have been scheduled to work in accordance with clauses 18.03 (b) (i), (ii), (iii), (iv), (v) and (vi) the following process will apply:

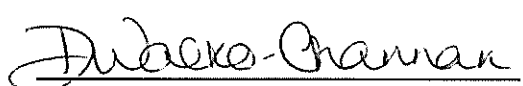
Notwithstanding clauses 18.03 (b) (vii) and (viii) and provided the shift will not result in overtime, any remaining shifts on the designated holiday will be offered to the most senior part-time employees within the classification within the work unit:

- who have demonstrated current and substantial availability;
- whose availability form shows he/she is available to work designated holidays; and
- provided the employee is suitable.

If all part-time employees have been scheduled up to full-time hours, any overtime shifts will be offered first to full-time employees within the classification within the unit.

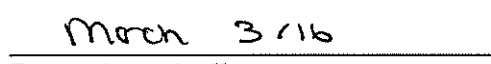
DATE AGREED: February 15, 2016

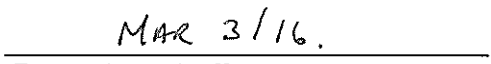

For the Union


For the City


For the Union


For the City


Date signed off


Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

MEMORANDUM OF AGREEMENT

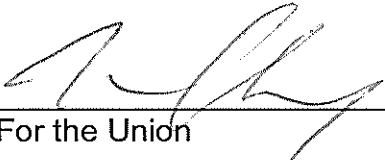
Add a new Memorandum of Agreement as follows:

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*

DATE AGREED: February 17, 2016



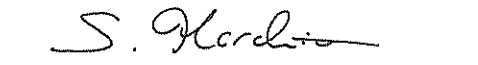
For the Union



For the City



For the Union



For the City

March 3/16

Date signed off

MAR 3/16

Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

MEMORANDUM OF AGREEMENT

Add a new Memorandum of Agreement as follows:

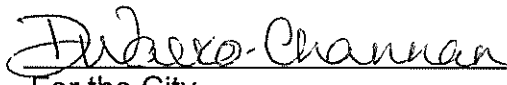
CORRESPONDENCE TO LOCAL 79

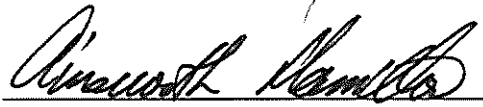
The City will ensure that all correspondence directed to CUPE Local 79 other than that related to the Grievance and Arbitration process or as otherwise stipulated in this Collective Agreement, shall be in writing and addressed to the President **and submitted by mail or email.**

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

DATE AGREED: February 17, 2016


For the Union


For the City


For the Union


For the City

March 3/16
Date signed off

MAR 3/16.
Date signed off

CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT

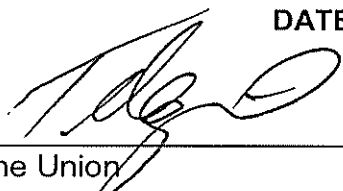
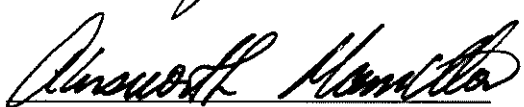
MEMORANDUM OF AGREEMENT

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*

DATE AGREED: February 17, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Feb 2016</u> Date signed off	<u>FEB 21, 2016</u> Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
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***

DATE AGREED: December 16, 2015



For the Union



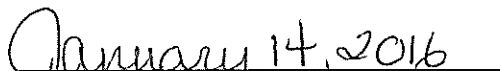
For the City



For the Union



For the City



Date signed off



Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

MEMORANDUM OF AGREEMENT

Renew the following Memorandum of Agreement item:

**Article 3
RECOGNITION**

**Process For The Placement of Employees
And/Or Positions 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)

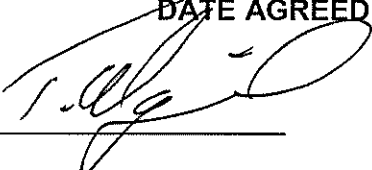
Derek Lue (signed)

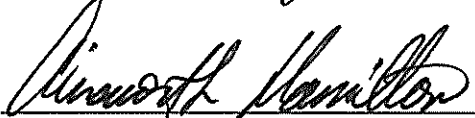
For the City

Catherine Bossuyt (signed)

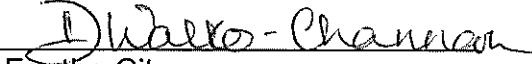
Flow through to all Part Time Agreements.

DATE AGREED: February 8, 2016


For the Union


For the Union

Feb 08/16
Date signed off


For the City


For the City

FEB 21, 2016
Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES & SERVICES**

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 the full time agreement.

Flow through to all part time agreements.

DATE AGREED: February 24, 2016



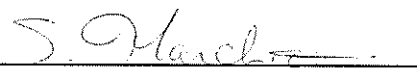
For the Union



For the City



For the Union



For the City

Feb 27, 2016
Date signed off

FEB 27, 2016
Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES & SERVICES**

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 the 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

Date signed off

Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES & SERVICES**

MEMORANDUM OF AGREEMENT

Add a new Memorandum of Agreement as follows:

Memorandum of Agreement

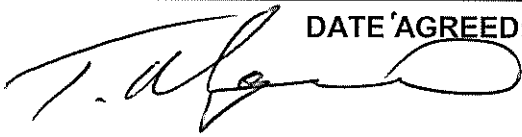
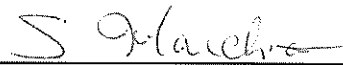
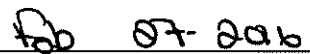
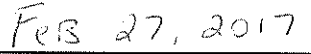
Training to Improve Opportunities for Internal Mobility

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 the 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
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG TERM CARE HOMES AND SERVICES PART-TIME UNIT
AGREEMENT**

MEMORANDUM OF AGREEMENT

Renew the following Memorandum of Agreement item:

**Article 14A
ILLNESS OR INJURY PLAN**

Transition to IIP

Election to Illness or Injury Plan

Within sixty (60) days of July 31, 2009 the City and Local 79 shall meet to discuss the format of a hard copy communication to employees eligible to transfer to the IIP. Such communication shall include a reference to the employees' current sick bank, if any, a copy of the IIP plan (Article 14A), the due date for election to IIP and return address information.

No later than October 18, 2009, the City shall inform all employees eligible to transfer to IIP of the requirement to elect, on or before November 18, 2009, to either transfer to the new IIP plan in accordance with clause 14A.02(b) or to remain in the current Sick Pay Plan in accordance with clause 14B.01 (Article 14B). The information will be provided to employees in hard copy and mailed to their home address. Employees shall have until November 18, 2009 to respond in writing. Any employee who has not responded shall be deemed to have elected to remain in the current Sick Pay Plan.

Transition to IIP Effective January 1, 2010

Employees electing to transfer to the IIP in accordance with clause 14A.02 will receive his/her IIP days on his/her first shift on or after January 1, 2010 if he/she is:

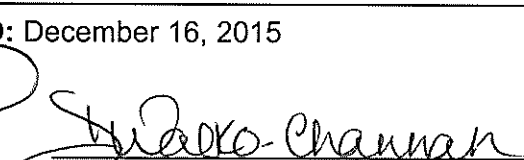
- (1) actually at work, or
- (2) on a pre-approved vacation, or
- (3) on approved Leave of Absence, not arising due to illness or injury (which will include suspensions with or without pay of ten (10) working days or less), or
- (4) any other leave pursuant to the Collective Agreement not arising due to illness or injury.

Deferred Transition Date

An employee who elected to transfer to the IIP, or who is transferred to the IIP in accordance with clause 14A.02(b) who is absent from work because of illness or injury and who would otherwise be entitled to sick pay under either the pre-existing Sick Pay Plan shall continue to be covered by the pre-existing Sick Pay Plan until the employee returns to work for a period of at least seventy (70) or **or seventy-five (75) or** eighty (80) aggregate hours, as applicable, after which the employee shall be enrolled in the IIP and eligible to use his/her IIP hours.

Lump Sum Payment in Lieu of Special Payment

1. Employees covered by the Local 79 Long Term Care Homes & Services Collective Agreement, who are not entitled to a Special Payout/Payment in the Local 79 Full-Time Collective Agreement, who elect to transfer to the Illness or Injury Plan and to receive a Lump Sum Payment in lieu of a Special Payout and who are actively employed on November 1, 2009, shall receive a single lump sum payment, calculated in accordance with paragraph 2, to be paid on or before December 24, 2009.
2. The maximum lump sum payment shall be seven hundred dollars (\$700.00). This payment shall be pro-rated based on all paid regular hours actually worked in the twenty-six (26) pay periods ending immediately prior to the date of ratification of the Part-Time Collective Agreements. The pro-ration shall occur based on 1820/1950/2080 regular annual hours, as applicable. For an employee who works in more than one classification, the pro-ration shall be based on the regular annual hours of the classification in which he/she works the greatest number of regular hours.
3. The lump sum payment does not form part of an employee's base salary, is not pensionable, and is subject to normal statutory deductions and union dues.

DATE AGREED: December 16, 2015	
 For the Union	 For the City
 For the Union	 For the City
<u>Feb 24/16</u> Date signed off	<u>FEB 27, 2016</u> Date signed off