

**MEMORANDUM OF SETTLEMENT**

**BETWEEN:**

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

and




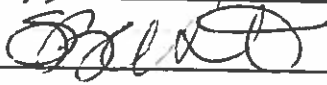
**CUPE LOCAL 79 – UNIT B - PART TIME**  
Hereinafter referred to as the "Union"

1. The parties herein agree to the terms of this Memorandum and the attached agreed to items as constituting full settlement of all matters in dispute. This settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals for ratification.
3. The parties agree that the statutory freeze period will continue until the parties have an opportunity to ratify with their respective principals.
4. The parties herein agree that if ratified the term of the Collective Agreement shall be from January 1, 2020, to December 31, 2024. The parties further agree that the terms of the expired collective agreement have been applied without change and shall continue to be applied until such date as ratification or rejection occurs.
5. If ratified, the terms and conditions of the attached agreed to items shall amend the collective agreement that expired on December 31, 2019 and become the collective agreement between the parties, effective at the beginning of the first pay period unless otherwise stated.
6. The parties agree that the said collective agreement shall include the terms of the previous collective agreement as amended by the agreed to items attached hereto.



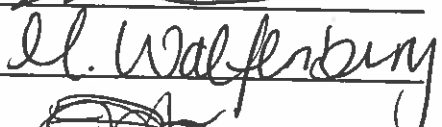
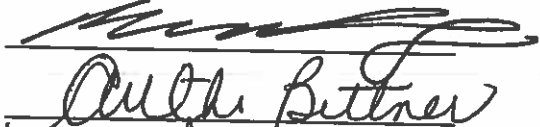

7. The Parties further agree that any and all proposals made or exchanged in the course of negotiations or otherwise, which are not set out in the attached, are withdrawn on a without prejudice basis to any position the parties may take in any subsequent rounds of bargaining.

Dated at Toronto this 13<sup>th</sup> day of March, 2020

For the Union:

  
Jason Egan  
Casey Barnett  
Aurélien Miller  
  
  
  
FRED SHILSON

For the City:

  
Subero Channan  
  
  
  
  
Valeri Bz

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT  
MARCH 13, 2020**

**Article 8  
WAGES AND SALARIES**

The Parties agree to the following wage increases for the term of the Collective Agreement:

- January 1, 2020 1.0% added to base
- January 1, 2021 1.0% added to base
- January 1, 2022 1.0% added to base
- January 1, 2023 1.50%, July 1, 2023 0.25% added to base
- January 1, 2024 1.75% added to base

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: MARCH 13, 2020</b>	
<u>Casey Barnett</u> For the Union	<u>[Signature]</u> For the City
<u>[Signature]</u> For the Union	<u>Dwaino Chanman</u> For the City
<u>March 13, 2020</u> Date Signed Off	<u>March 13, 2020</u> Date Signed Off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT  
MARCH 13, 2020**

**Article 10  
DESIGNATED HOLIDAY**

The Parties agree to amend this Letter of Intent as follows:

**LETTER OF INTENT  
FLOATING HOLIDAY**

Following completion of two thousand and eighty (2,080) hours of seniority, employees shall be eligible for **two (2) ~~one (1)~~** floating holidays each calendar year or equivalent pay in lieu, at the employee's choice. Such time off or pay in lieu shall be pro-rated in accordance with an employee's average number of hours per day, averaged over the last calendar year.

**Flow through from the Full-Time Collective Agreement as appropriate  
Flow through to the Long-Term Care Part-Time Collective Agreement to add one (1) float day as appropriate**

**Article 13  
JOB POSTINGS**

The Parties agree to amend these Clauses as follows:

**Part-Time Employment Opportunities**

13.04

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

13.05

Employees who apply will be given first consideration **over external applicants for the part-time position** provided that they are qualified. Selection will be based on any or all of the following factors: seniority, education, training, work experience, ability and appraisal of past performance.

13.06

Upon request, Local 79 will be provided with the names of successful internal part-time applicants who have been placed as a result of the external posting.

**Flow through to all Part-Time Collective Agreements as appropriate**

**Article 32**  
**TERM OF AGREEMENT AND NOTICE TO BARGAIN**

**The Parties agree to amend this Clause as follows:**

**32.01**

This agreement shall remain in force from the 1st day of January, 2020 ~~16~~ until and including the 31st day of December, 2024 ~~19XX~~ 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 the Full-Time Collective Agreement**  
**Flow through to all Part-Time Collective Agreements**

**Article 48**  
**ACCESS TO CITY OF TORONTO POLICIES/PROGRAMS**

**The Parties agree to amend this Article as follows:**

**48.01** Corporate policies/programs affecting Local 79 members shall be posted on the City of Toronto Intranet. Where divisional policies conflict with the corporate policy, the corporate policy shall prevail.

**48.02** The Parties agree that the following policies apply to Local 79 members ~~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**  
**Psychological Health and Safety Policy**  
**Request for Parking for Employees with a Disability Procedure**  
**Tuition Reimbursement**

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

**48.03** The City agrees to provide a hyperlink to all City of Toronto policies within the online version of the Collective Agreement.

**Flow through from the Full-Time Collective Agreement as appropriate**  
**Flow through to all Part-Time Collective Agreements as appropriate**

**PART-TIME AGREEMENT, UNIT "B"**  
**Memorandum of Agreement Items**

The Parties agree to add a new Memorandum of Agreement Item as follows:

**MEMORANDUM OF AGREEMENT**  
**COMMITTEE TO DISCUSS SHIFT SCHEDULING**

Within ninety (90) days of [insert date of ratification] the parties agree to establish a scheduling sub-committee that will meet on a quarterly basis to identify and discuss concerns and possible remedies relating to:

- The consideration of seniority;
- The maximizing of work opportunities for employees in Unit B, including reviewing available data to inform the parties' discussion;
- The distribution of work, including predictability and stability, amongst part-time employees;
- The length of shifts;
- Bundling of shifts;
- Consideration of operational requirements and efficiency;
- Current and substantial availability of employees including;
  - The consideration of operational requirements and efficiency of the operations
  - The efficiency and effectiveness of the public service provided;
- Review existing divisional scheduling processes and practices.

The Committee shall be comprised of representatives from People & Equity and CUPE Local 79, as well as Divisional representatives as required.

**CITY OF TORONTO POLICIES**

The Parties agree to delete this section of the Collective Agreement.

Flow through from the Full-Time Collective Agreement as appropriate  
Flow through to all Part-Time Collective Agreements as appropriate

**DATE AGREED: MARCH 13, 2020**

Casey Barnato  
For the Union

[Signature]  
For the City

[Signature]  
For the Union

Dwainko-Channan  
For the City

March 13<sup>th</sup>, 2020  
Date Signed Off

March 13, 2020  
Date Signed Off

CUPE LOCAL 79  
AND  
CITY OF TORONTO  
MARCH 13, 2020

amend clause 7.03(b)

~~If the employee while on stand-by is required to work, all hours so worked including travel time to and from work shall be subject to overtime rates. For employees who live within the Toronto City limits, overtime shall be paid from the time the employee leaves their home until the time they return home immediately following completion of the work. For employees who live outside of City of Toronto boundaries, overtime shall be paid from the time the employee crosses the City of Toronto boundary until they leave the City limits following completion of the work.~~

16.07(iv)

The City will grant paid leave of absence to a grievor to attend his/her Dispute Resolution, Step two and Step Three grievance meeting(s), mediation and arbitration.

(flow through as appropriate)

Part time B + part time LTC

DATE AGREED: March 13, 2020

David A.

For the Union

Angelo Whelan

For the City

Jason Chan

For the Union

Juditho-Channan

For the City

March 13, 2020

Date signed Off

March 13, 2020

Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT  
MARCH 13, 2020**

**Article 17  
LEAVE OF ABSENCE**

**Amend Article 17 as follows:**

**Pregnancy/Parental Leave**

- 17.03 (a) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of the Employment Standards Act, 2000, S.O. 2000, as amended.
- 17.03 (b) Pregnancy and/or parental leave for an employee who does not qualify under Part XIV of the Employment Standards Act, 2000, S.O. 2000, as amended, shall be granted upon the employee's request, and administered in accordance with the Act.
- 17.03(c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 17.03(a), or is granted in accordance with clause 17.03(b), shall be at the discretion of the Division Head concerned, and shall not involve any expense to the City, but shall result in no loss of seniority.
- 17.03 (d) The City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 34 (Employee Benefit Plans), and shall pay its share of any applicable pension contributions under Article 37 (Pensions and Retirement), for any pregnancy and/or parental leave taken pursuant to clauses 17.03(a) or 17.03(b), unless the employee elects in writing that he/ she does not wish benefit coverage.
- 17.03 (e) Pregnancy and/or parental leave in accordance with clauses 17.03(a) or 17.03(b) shall not involve any expense to the City, except as provided in clauses 17.03(d), 17.04, 17.05 and 17.06.
- 17.03(f) Vacation and increment entitlement, where applicable, will not be reduced as a result of any period of Pregnancy and/or Parental Leave taken in accordance with 17.03(a) or 17.03(b) herein.
- 17.04(a) An employee who is eligible for pregnancy leave under clause 17.03(a) or an employee who requests and is granted pregnancy leave under clause 17.03(b), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:
- (i) For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City, and
  - (ii) For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between **eighty seven** ~~seventy~~-five percent (85%) ~~(75%)~~ of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of her pregnancy leave, and the sum of her weekly Employment Insurance benefits and any other earnings.



- 17.04(b) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their Employment Insurance benefits for the period of unemployment.
- 17.04(c) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.
- 17.05(a) An employee who is eligible for parental leave under clause 17.03(a) or who requests and is granted parental leave under clause 17.03(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:
- (i) For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable), and
  - (ii) For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between ~~eighty seven~~ **eighty five percent (85%) (75%)** of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of the leave of absence, and the sum of the employee's weekly Employment Insurance benefits and any other earnings, **provided the employee is taking a parental leave of no longer than thirty-five (35) weeks.**

**Should the employee take the option of an extended parental leave of up to sixty-one (61) weeks (sixty-three (63) if no pregnancy leave), for the period of the sixty-one weeks (minus the two (2) week period outlined in 17.05 (a)(i), the employee shall receive from the City payments in an amount equal to the total dollar value available for the thirty-five (35) week leave, spread equally over the sixty-one (61) weeks (sixty-three (63) weeks if no pregnancy leave), minus the two (2) week period outlined in 17.05 (a)(i).**

**The employee must advise the City of the leave option prior to the commencement of the parental leave.**

- 17.05(b) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their Employment Insurance benefits for the period of unemployment.
- 17.05(c) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.
- 17.06 On returning from pregnancy and/or parental leave, the employee's seniority shall be adjusted for each full pay period of absence: **by the average hours worked per pay period in the eight (8) full pay periods preceding the leave of absence.**
- ~~(i) By forty (40) hours to a maximum of seven hundred and twenty (720) hours; or~~
  - ~~(ii) By the average hours worked per pay period in the twenty-six (26) pay periods preceding the leave of absence to a maximum of twenty-six (26) pay periods, whichever is greater.~~

The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list produced in accordance with clause 12.03 following the employee's return to work.

**Flow through from the Full-Time Collective Agreement as appropriate  
Flow through to all Part-Time Collective Agreements as appropriate**

DATE AGREED: MARCH 13, 2020

Casey Barnes  
For the Union

[Signature]  
For the City

Jason Chan  
For the Union

DWoriko-Chaman  
For the City

March 13, 2020  
Date Signed Off

March 13, 2020.  
Date Signed Off

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

**Article 17 – LEAVE OF ABSENCE**

Amend Clause 17.19 (a) as follows:

Leave of Absence for Chief Steward and Unit Officers

17.19(a)

Upon request from Local 79, the City shall provide a full-time leave of absence with pay and full benefits for the Chief Steward and ~~four (4) three (3)~~ Unit Officers of Local 79, ~~not to be appointed from the same Division~~. 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 ~~five (5) 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.~~

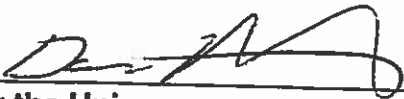
**CLARITY NOTE:**

A Part Time Unit Officer(s) will provide the City with his/her proposed leave of absence days as noted 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 the Full-Time Collective Agreement

Flow through to all Part-Time Collective Agreements

DATE AGREED: March 08, 2020



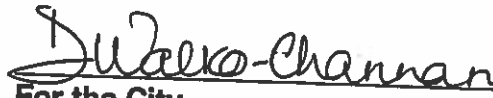
For the Union



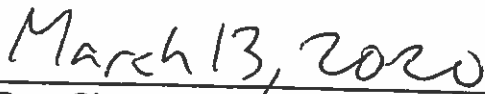
For the City



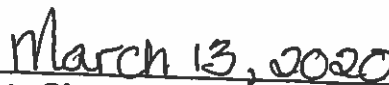
For the Union



For the City



Date Signed Off



Date Signed Off



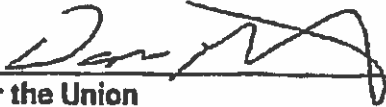
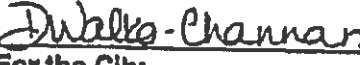
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT  
MARCH 13, 2020**

**Article 31  
TRANSPORTATION**

**Amend Article 31 as follows:**

- M Doc*
- 31.01 Whenever an employee is required and/or authorized to use his/her automobile on the business of the City, the City shall pay to such employee, ~~fifty-two cents (52¢) or the lesser of the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 per kilometre actually travelled in the course of transacting the business of the City up to 5,000 kilometres annually, and forty-six cents (46¢) per kilometre thereafter.~~ The mileage allowance paid for kilometers in excess of 5,000 per year shall be set annually as the reasonable rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 to ensure that the expense reimbursed is non-taxable income to the employee.
- 31.02 Whenever an employee is required to use the public transportation system in the course of his/her duties, such employee shall be provided with public transit tokens, tickets or passes for that purpose.
- 31.03 Mileage allowance of ~~fifty-two cents (52¢)~~ in accordance with clause 31.01, per kilometre shall be paid to an employee authorized to use his/her automobile to travel to a temporary work assignment at a work location outside the City of Toronto boundaries. The allowance is for each kilometre traveled between the location of the temporary work assignment and the City boundary nearest to that location. The City boundaries are defined as Steeles Avenue on the north, Rouge/ Little Rouge River and Pickering Town Line on the east and Etobicoke Creek, Eglinton Avenue West and Indian Line on the west.
- 31.04 An employee who is required and/or authorized to use his/her automobile on business of the City shall be reimbursed for parking costs incurred in the course of conducting such business.

Flow through from the Full-Time Collective Agreement as appropriate  
Flow through to all Part-Time Collective Agreements as appropriate

 For the Union	DATE AGREED: MARCH 13, 2020	 For the City
 For the Union		 For the City
MARCH 13, 2020 Date Signed Off		March 13, 2020 Date Signed Off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT  
MARCH 13, 2020**

**Article 34  
EXTENDED HEALTH CARE/DENTAL/GROUP LIFE INSURANCE**

**Amend Article 34 as follows:**

The City shall provide employees with access to an Employee Benefit Plan as follows:

- 34.01(a) The following plans that are available as described in the Full-Time Collective Agreement and as amended below, shall be available to employees who have completed one thousand and forty (1,040) paid hours, with the Employer paying a pro-rata portion of the premiums.

**Extended Health Care Benefits**

- (i) Extended Health Care Benefits as per the Full-Time Collective Agreement, excluding the following:
- (A) out of country emergency medical coverage
  - (B) semi-private hospitalization coverage
  - ~~(C) orthotics/orthopedic shoes~~
  - (C)(D) private duty nursing

**Accidental Death and Dismemberment Insurance**

- (viii) Accidental Death and Dismemberment Insurance in the amount of three thousand dollars (\$3,000) until the first of the month following the employee's seventieth (70th) birthday.

**Article 44  
ILLNESS OR INJURY PLAN**

**Add new Clause as follows:**

**III Dependant Leave**

- 44.XX Subject to the applicable provisions of Article 44, an employee may utilize not more than thirty-two (32) hours of his/her available IIP hours, as applicable, per calendar year in order to care for ill dependants. Such absence shall be deducted from the employee's available IIP hours on an hour for hour basis and shall not be considered as breaking a month's service.

Flow through from the Full-Time Collective Agreement as appropriate

Flow through to the Long-Term Care Part Time Collective Agreement as appropriate

DATE AGREED: MARCH 13, 2020

Cosy Bonetto  
For the Union

Arif A. Khan  
For the City

[Signature]  
For the Union

Sudhakar Chavan  
For the City

3/13<sup>3</sup>/20  
Date Signed Off

March 13, 2020.  
Date Signed Off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT  
MARCH 13, 2020**

**Article 44  
ILLNESS OR INJURY PLAN**

**The Parties agree to amend these Clauses as follows:**

**Physicians' Certificates**

**44.13 (a) An employee who is off work due to illness or injury shall co-operate in his/her early and safe return to work by:**

- (i) contacting his/her supervisor or manager as soon as possible after the commencement of the employee's absence;**
- (ii) co-operating in the City's return-to-work and accommodation process.**

**44.13 (b) An employee absent for more than three (3) consecutive shifts shall provide, within three (3) calendar days following their fourth (4<sup>th</sup>) consecutive shift absent, a certificate from his/her physician or nurse practitioner, providing the following information:**

- (i) the first day of illness or injury;**
- (ii) the first and last date the employee was seen by the physician or nurse practitioner.**

**The three (3) calendar day period may be extended by the Division Head if the employee is incapacitated to the extent that he/she is unable to produce the certificate of illness within that period.**

**44.13 (c) An employee absent for more than thirty (30) consecutive calendar days shall:**

**(i) provide immediately following such thirty (30) calendar days, a return-to-work form completed by his/her physician or nurse practitioner, in the form provided by the City, providing the following information:**

- 1. the date of injury or onset of illness;**
- 2. the latest date the employee was seen by the physician or nurse practitioner;**
- 3. whether the employee is capable of returning to work with or without restrictions and, in the event that the employee is not currently capable of returning to work, the duration the employee is unable to participate in work;**
- 4. if the employee is or will be capable of returning to work with restrictions in the physician's or nurse practitioner's opinion relating to:
  - a. the nature of the restrictions that affect the employee's ability to return to work and the degree to which those restrictions limit that ability;**
  - b. any limitations on duties assigned to the employee, that the City is required to put in place in order to permit him/her to return to work;**
  - c. the period of time the restrictions would apply; and,****
- 5. the date of the employee's next appointment with his/her physician or nurse practitioner;**

(ii) provide an updated Return-to-Work form from his/her physician or nurse practitioner in the form provided by the City, covering the same information, following each subsequent thirty (30) consecutive calendar days of absence. The City may request and/or the employee may provide updated return to work information within the thirty (30) consecutive calendar day period if necessary to support accommodation efforts; and

(iii) provide the consent requested on the City's Return-to-Work form to the Employee Health and Rehabilitation Unit. > C *Jul*

The employer shall reimburse employees for the cost associated with filling out the Return-to-Work form up to sixty dollars (\$60).

The parties agree that the Return-to-Work form shall be an Appendix to the Collective Agreement.

#### Physicians' Certificates

~~44.13(a) An employee absent for more than three (3) consecutive shifts shall furnish within three (3) calendar days following their fourth (4th) consecutive shift absent a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician and the probable date on which the employee will return to duty. The three (3) calendar day period may be extended by the Division Head if the employee is incapacitated to the extent that he/she is unable to produce the certificate of illness within that period.~~

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

- ~~(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.~~

Flow through the Full-Time Collective Agreement as appropriate

Flow through to the Long-Term Care Part-Time Collective Agreement as appropriate

## Article 45 ILLNESS LEAVE


### Physician's Certificate

45.04 The City may require the employee to furnish, within three (3) shifts working days from the commencement of the absence, a medical certificate in accordance with clause 44.13, ~~satisfactory to the City, from her/his physician covering the duration of the illness, with the dates that the employee was seen by the physician.~~


45.05 Whenever an employee's days of illness exceed his/her available Illness Leave, the excess days of illness shall be regarded as days of illness without pay.





DATE AGREED: MARCH 13, 2020


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

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

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

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

  
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Date Signed Off

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


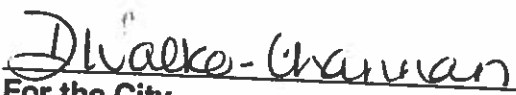
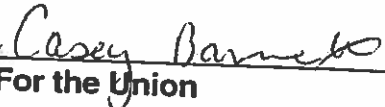

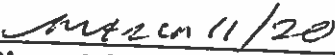
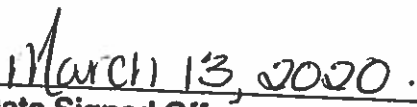
**ARTICLE 2 – RECOGNITION**

Amend and Rename Letter of Intent as follows:

**LETTER OF INTENT  
PROCESS FOR THE PLACEMENT OF PART-TIME EMPLOYEES WORKING FULL-TIME HOURS IN  
A JOB CLASSIFICATION THAT DOES NOT EXIST IN THE FULL-TIME COLLECTIVE AGREEMENT –  
NON-CORRELATE CLASSIFICATIONS**

A review of part-time employees shall take place once per calendar year in each of the part-time units. The date of the review shall be September 1st each year. The purpose of the review shall be to determine whether there are employee(s) in this bargaining unit that meet the criteria as stated in the Memorandum of Agreement ~~Process for the Placement of Part-Time Employees Working Full-Time Hours in a Job Classification that Does Not Exist in the Full-Time Collective Agreement – Non-Correlate Classifications~~ dated August 9, 2002.

Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: March 06, 2020</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off


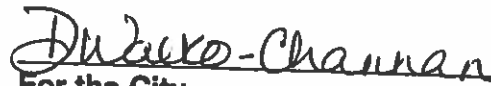


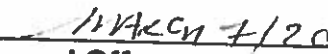
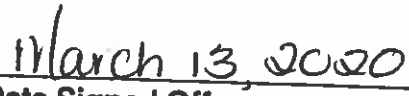
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT**

**Article 7 – SEXUAL HARASSMENT**

**Amend Clause 7.01 as follows:**

Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for not accepting the rejection and/or reporting of such behaviour.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: March 2, 2020</b>	
 _____ <b>For the Union</b>	 _____ <b>For the City</b>
 _____ <b>For the Union</b>	 _____ <b>For the City</b>
 _____ <b>Date Signed Off</b>	 _____ <b>Date Signed Off</b>

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

**ARTICLE 8 – WAGES AND SALARIES  
RECOVERY OF OVERPAYMENT**

Amend Clause 8.10 as follows:

Recovery of Overpayment

8.10


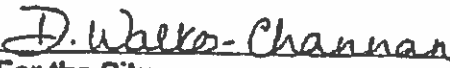


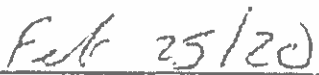

In the event of an overpayment, the City shall advise the employee and the Union in writing of such an overpayment which will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred and a proposed schedule of recovery with respect to said overpayment.

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

The parties agree to employ the procedure set out in the Letter of Agreement Interim Alternate Processes for clause 8.10, during the term of the Collective Agreement, in relation to overpayments, when the amount of the overpayment exceeds \$500 one thousand dollars (\$1,000.00).

Flow through from the Full-Time Collective Agreement

Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: January 09, 2020</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

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

**ARTICLE 8 – WAGES AND SALARIES  
LETTER OF INTENT  
INTERIM ALTERNATE PROCESSES FOR CLAUSE 8.10**

Amend the LETTER OF INTENT INTERIM ALTERNATE PROCESSES FOR CLAUSE 8.10 as follows:

**LETTER OF INTENT**

**INTERIM ALTERNATE PROCESSES FOR CLAUSE 8.10**

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



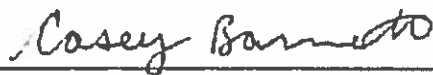

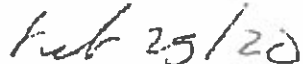
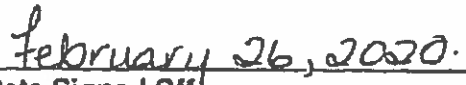
1. In the event of an overpayment in an amount that exceeds ~~\$500~~ one thousand dollars (\$1,000):
  - (a) The City shall advise the employee in writing of such overpayment and will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred.
  - (b) In the event that the overpayment has been made to:
    - (i) an existing employee, the letter will ask the employee to contact the City within twenty (20) working days in order to establish a repayment schedule. The employee shall have the option of using his/her vacation or accumulated lieu time as part or all of the repayment schedule. The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O., 1990, as amended, unless the employee agrees otherwise;
  - (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.
  - (d) 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 five (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.
  - (e) 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.
  - (f) Once a hearing date is determined, the City will send the employee a letter, which gives notice of the hearing. The City sends a copy of this letter to the Union and to the Arbitrator. The copy to the Arbitrator should include details of the amount claimed by the City, and its proposed repayment schedule, if one is proposed by the City.

2. (a) The City will schedule a hearing for one (1) 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 (3) representatives at any hearing, inclusive of counsel or consultants.
- (b) The hearing referred to in 2(a) will consist solely of a review of the documentation that supports the City's overpayment claims. No witness shall be called at the hearing; the positions of the parties will be advanced through oral and/or written submissions. If either the City or the Union require a witness to testify, or wishes to raise a matter of principle (including, but not limited to, the impact on the obligation of an employee to repay a debt to the City when on WSIB or LTD benefits, or having exhausted sick leave), the hearing under 2(a) will be cancelled and the overpayment claim will be referred to the usual arbitration process.
3. Both parties are required to produce all documents and supporting information reasonably requested upon which they intend to rely no later than two (2) weeks prior to the date scheduled for the hearing.
4. If an employee does not arrive at the hearing at the appointed time, the matter will be stood down for half an hour in case of a late arrival, although during this time the City will explain the nature of the claim against the employee to the Union and the Arbitrator. The City will establish that it has complied with the notice requirements set out above and the amount that the employee is required to repay the City. If such liability is established the Arbitrator will direct the employee to repay the overpayment to the City, in full, subject to any submissions made by the Union regarding a repayment schedule.
5. If the employee attends the hearing:
  - (a) The City will make its submissions, referring to those documents upon which it relies, and explain how it arrives at its claim for the overpayment. The City will also explain what repayment schedule, if any, it proposes.
  - (b) The Union may make such inquiries as it thinks necessary.
  - (c) At the close of the City's explanation, the Union will have an opportunity to meet with the employee.
  - (d) The hearing will reconvene and the Union and/or the employee will make such submissions as they wish to make. If the employee claims underpayment by the City, the Union will explain the nature of the claim and the City may make such inquiries as it thinks necessary.
  - (e) If liability is established a repayment schedule will be determined.
  - (f) The award issued will provide for the full amount owing becoming immediately due and payable in the event of the default in any repayment schedule ordered. The award of the Arbitrator will be final and binding.
  - (g) The repayment schedule, if any, will be prepared and signed immediately after the hearing of each claim, and a copy of the repayment schedule will be given to the employee.
  - (h) It is understood that employees who attend the hearing during regular working hours will suffer no loss of wages.
  - (i) Notwithstanding (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 Intent by providing the other with sixty (60) days' notice in writing. Following the delivery of such notice, clause 8.10 shall apply.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: January 09, 2020</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

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

**ARTICLE 11 – VACATION PAY AND VACATION LEAVE  
CLAUSE 11.02**

**Amend clause 11.02 as follows:**

Each employee who has completed twelve (12) calendar months of employment with the City shall be entitled to two (2) weeks' vacation time annually. Vacation pay shall be in accordance with 11.04 below. Vacation will be scheduled in accordance with operational requirements. Seniority will be taken into consideration in determining employee preferences.

The Division shall make every reasonable effort to respond within fifteen (15) calendar days of the submission of vacation requests and changes to vacation periods.

Flow through from the Full-Time Collective Agreement  
Flow through to Unit B Part-Time Collective Agreement

**DATE AGREED: March 5, 2020**

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

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

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

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

  
\_\_\_\_\_  
**Date Signed Off**

  
\_\_\_\_\_  
**Date Signed Off**



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

**ARTICLE 11 – VACATION PAY AND VACATION LEAVE  
LETTER OF INTENT  
HARMONIZATION OF VACATION YEAR**

Delete the LETTER OF INTENT HARMONIZATION OF VACATION YEAR:

**LETTER OF INTENT  
HARMONIZATION OF VACATION YEAR**

~~The parties agree to identify and resolve any outstanding issues regarding the harmonization of the vacation year.~~

Flow through from the Full-Time Collective Agreement  
Flow through to Unit B Part-Time Collective Agreement

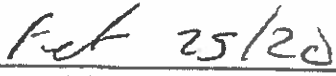
**DATE AGREED: January 15, 2020**


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

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

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

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

  
\_\_\_\_\_  
Date Signed Off

  
\_\_\_\_\_  
Date Signed Off

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

**ARTICLE 12 – SENIORITY**

**Amend Clause 12.02 as follows:**

**Loss of Seniority**

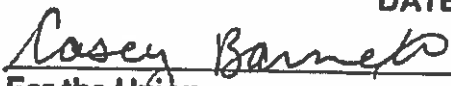
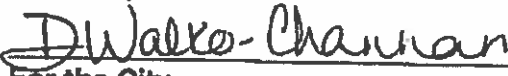


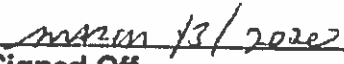

12.02

An employee shall lose all seniority and service and ~~his/her~~ their employment ~~shall be terminated~~ if,

- (i) he/she voluntarily terminates his/her employment subject to the right to rescind in clause 12.07;
- (ii) he/she is discharged for reasonable cause;
- (iii) ~~upon recall, he/she fails to report for scheduled work within ten (10) working days from the date he/she is recalled to work on the scheduled return to work date~~ under the provisions of ~~Clause Article 12.045;~~
- (iv) he/she is not recalled to work within ~~twelve (12)~~ twenty-four (24) calendar months from ~~of~~ the date of his/her layoff in accordance with Clause 12.04 ~~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; Training shall not constitute work for the purpose of this clause;
- (vi) on ~~three (3)~~ six (6) or more ~~shifts occasions~~ in ~~twelve (12) continuous months the~~ calendar year he/she, without reasonable cause, fails to report for work ~~without providing a satisfactory reason to the City,~~ after having agreed to report; or
- (vii) he/she is absent on an unauthorized leave from the City in excess of ~~three (3)~~ seven (7) scheduled shifts from the commencement of absence or he/she is absent without notice to the City in excess of seven (7) scheduled shifts from the commencement of the absence, without providing a satisfactory reason ~~to the City.~~

~~Flow through from the Full-Time Collective Agreement as appropriate~~

Flow through to all Part-Time Collective Agreements as appropriate

<b>DATE AGREED: March 06, 2020</b>	
 For the Union	 For the City
 For the Union	 For the City
 Date Signed Off	 Date Signed Off

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

**Article 17 – LEAVE OF ABSENCE**

**Amend Clause 17.11 as follows:**


**Employees Seeking Election to Political Office**

The Toronto Public Service By-law, Chapter 192, Political Activity, dated December 31, 2015, ~~The City will ensure that the City policy concerning "Employees Seeking Election to Political Office"~~ as it may be amended from time to time, is applicable ~~accessible~~ to employees in the Local 79 Unit.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements


**DATE AGREED: February 26, 2020**


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

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

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

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

  
\_\_\_\_\_  
Date Signed Off

  
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Date Signed Off

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






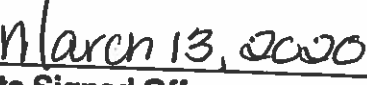
**LETTERS OF INTENT**

Add new Letter of Intent as follows:

**LETTER OF INTENT  
UNPAID LEAVE TO WORK ON A POLITICAL CAMPAIGN**

Local 79 members shall have the right to ask for a leave of absence without pay to work on a political campaign. Such request shall not be unreasonably denied.

Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: March 2, 2020</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

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

**Article 18 – PROTECTIVE EQUIPMENT, PROTECTIVE CLOTHING AND WEARING APPAREL**

**Amend Clause 18.04 as follows:**


The Committee shall have the following responsibilities:


- (a) The resolution of any issues arising out of the interpretation, application, administration of the Local 79 Protective Equipment, Protective Clothing and Wearing Apparel Policy, including any proposed amendments thereto.
- (b) Address any additional protective equipment, protective clothing or wearing apparel issues that may arise during the term of the Collective Agreement.
- (c) The Committee shall meet twice per year to:
  - (i) Address any issues arising out of the interpretation, application and administration of the Local 79 Protective Equipment, Protective Clothing and Wearing Apparel Policy, including any proposed amendments thereto.
  - (ii) Review the list of high-volume protective clothing and protective equipment contracts that are expiring within the next twelve months.
  - (iii) Provide Local 79 the opportunity for meaningful input on these items before these items are purchased.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements


**DATE AGREED: March 6, 2020**


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

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

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

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

  
\_\_\_\_\_  
Date Signed Off

  
\_\_\_\_\_  
Date Signed Off

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

**ARTICLE 21 – PLURAL**

Rename and Amend this Article as follows:

**ARTICLE 21 –PLURAL/GENDER**

21.01

Wherever the singular is used in this Agreement, it shall be considered as if the plural had been used wherever the context so requires.

Wherever a gender is expressed in this agreement it shall be deemed to include all expressions of gender identity wherever the context so requires.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

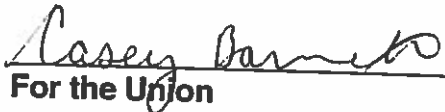
**DATE AGREED: March 08, 2020**



For the Union



For the City



For the Union



For the City

March 11/20  
Date Signed Off

March 13, 2020  
Date Signed Off





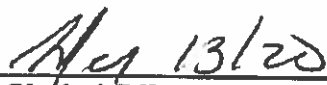
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT**

**Article 26  
MODIFIED WORK PROGRAM**

Amend Modified Work Program for Local 79 Employees:

The parties agree to the changes under Section F, #4 and #8 of the "Modified Work Program for Local 79 Employees" Policy (Attached)

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: March 12, 2020</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	March 13, 2020 _____ Date Signed Off

# **City Proposal to Local 79**

**March 9, 2020**

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## **Modified Work Program for Local 79 Members**

### **Introduction**

The enclosed policy outlines the City's approach to dealing with all employees' injuries and illnesses.

The Modified Work Program provides disability management to practices to facilitate an early and safe return to productive employment.

The Modified Work Program supports a multi-disciplinary team approach to Integrated Disability Management and case management meetings.

### **Policy Statement**

The City of Toronto is committed to a fair and consistent process to minimize the impact of all injuries and illnesses on its employees and the workplace by:

- - Protecting the health and safety of its employees through the prevention of accidents, injuries, and illnesses
  - Meeting or exceeding legislative and contract requirements
  - Applying best disability management practices
  - Facilitating optimal recovery through positive intervention and accommodation
  - Facilitating early and safe return to productive employment
  - Developing individualized accommodation plans that recognize and utilize each employee's abilities
  - Respecting and maintaining confidentiality in keeping with legislative requirements
  - Facilitating the appropriate use of benefits and services as entitled
  - Working cooperatively with employees and the union to support and facilitate a safe return to work.

### **Application**



To Local 79 members

## **Authority**

**Workplace Safety and Insurance Act  
Ontario Human Rights Code  
Occupational Health and Safety Act  
Municipal Freedom of Information and Protection of Privacy Act  
Collective Agreements  
LTD Contracts  
Applicable City of Toronto Policies**

## **Index**

### **Standard Case Management**

- A. Initial documentation steps in Workplace Safety and Insurance Board cases**
- B. Initial documentation steps in illness or non-occupational injury cases**
- C. Case management steps for both Workplace Safety and Insurance Board and illness/non-occupational injury cases**

### **Special Circumstances**

- A. When the initial return to work information indicates that the employee is not yet able to participate in any type of work**
- B. When the absence is more than four weeks**
- C. When suitable transitional modified duties are not available in the employee's work division**
- D. When a suitable and safe transitional accommodation plan cannot be developed because of missing or conflicting information regarding the employee's medical and/or functional status**
- E. When difficulties are encountered in following the transitional accommodation plan**
- F. When permanent alternate work is medically required**
- G. When the employee refuses transitional accommodated work or permanent alternate work**
- H. When the employee does not cooperate with the IDM process**
- I. When a Long Term Disability application form has been submitted**

J. When there is a concurrent medical condition that may pose a barrier to work or which may affect entitlement to WSIB benefits

K. When there is a pre-existing condition that may affect entitlement to initial or ongoing WSIB benefits

## Standard Case Management

### A. \_\_\_ Initial documentation steps in Workplace Safety and Insurance Board Cases

1. Immediately upon learning of the injury, the supervisor completes the *Supervisor's Report of Injury/Accident* and conducts an accident investigation sufficient to complete the form. If the injury is a recurrence of a previous compensable injury, the Supervisor also completes the *Supervisor's Recurrence Report*. Refer to the *Guidelines for Completion of the City of Toronto's Supervisor's Report of Injury/Accident*
2. The supervisor arranges for completion of the *Witness Report* (where applicable).
3. The supervisor provides Injury Reporting/Return to Work information to the employee in person immediately upon report of the accident, or, if the employee is not available at the workplace, the supervisor sends the package immediately to the employee's home address. Includes:
  - o Employee instructions;
  - o Notification that appropriate modified work is available;
  - o Form 6 (Employee's Report of Injury/Accident);
  - o Covering letter to the treating health professional;
  - o City of Toronto's *Health Professional's Report of Worker's Function form*
  - o Job demands analysis of the employee's job, if available, to be inserted in the package by the supervisor.

*Note: All materials used in steps 1-3 should be packaged together at the workplace for ease of access. A flow chart should be included to outline procedures and responsibilities. Appropriate Job Demands Analysis should be kept at each workplace to facilitate insertion in the employee's package.*

4. The supervisor forwards completed documents as follows:

- o Immediately forwards the *Supervisor's Report of Injury/Accident* and the *Recurrence Report* and *Witness Report* to those assigned responsibility within the division for completing Workplace Safety and Insurance Board, *Form 7's*;
  - o Immediately upon receipt of the completed *Health Professional's Report of Worker's Function form*, the supervisor takes a copy and forwards the original to the designated Human Resources case coordinator.
5. If the *Health Professional's Report of Worker's Function form* has not been received within 5 days, the supervisor calls the employee to follow up and also contacts the case coordinator to advise of the delay.

**B. \_\_\_ Initial documentation steps in illness or non-occupational injury cases**

1. The employee notifies the supervisor of any absence related to illness in accordance with the relevant Collective Agreement and divisional procedures. Employees calling in who do not speak directly to their supervisor must provide a telephone number where they can be reached later the same day.
2. The supervisor documents the following during the initial phone call made on the first day of absence:
  - o Confirms reason for absence;
  - o Establishes when the employee is likely to return;
  - o If appropriate, advises that modified work is available;
  - o Informs employee of the requirement for a medical certificate per Collective Agreement.
3. The supervisor maintains regular contact with employee (weekly, biweekly, or monthly, as appropriate).
4. If modified work is identified as a possibility, either from the telephone contact or from the medical certificate, the supervisor sends a covering letter and the *Health Professional's Report of Worker's Function form* to the employee and the *Health Professional's Report of Worker's Function form* is to be completed by the employee's treating health professional.

**C. \_\_\_ Case management steps for both Workplace Safety and Insurance Board and illness/non-occupational injury cases**

The employee will be reminded that they can involve their Union at any stage of the return-to-work process.

1. Upon receipt of the *Health Professional's Report of Worker's Function form* (or other medical documentation that the employee may present from his/her treating health professional), the supervisor reviews the information, compares any restrictions to the demands of the worker's job, and discusses the information with the employee in person or by telephone.
2. When the supervisor determines that job accommodation is required, he/she consults with the employee and contacts the case coordinator to discuss possible accommodation measures.
  - o If the supervisor and case coordinator agree that the accommodation is appropriate, the supervisor implements the accommodation plan immediately and proceeds directly to step 6;
  - o Where further information is required prior to developing an accommodation plan, the case coordinator may complete steps 3,4,5 and/or 6 prior to further discussion with the supervisor.

*Note 1: Steps 3,4,5 and/or 6 may not be required in all cases.*

*Note 2: Whenever the employee receives assessment or treatment services, the employee is asked to provide an informed consent to allow verbal and written findings/recommendations relevant to the return to work to be shared with appropriate members of the Integrated Disability Management team and WSIB, if appropriate.*

3. As part of the team case review process, the case coordinator brings forward for review with the health & rehab consultant situations where:
  - o Clarification of medical and/or functional information is required to assist in developing the transitional accommodation plan: Should there be any need for clarification of the above information this would only be done by Employee Health and Rehabilitation.
  - o Assistance in referral to assessment or treatment resources such as medical specialist, physiotherapy and/or 3<sup>rd</sup> party assessment. Additional information of a medical nature is required from the employee's treating health professional.
4. If appropriate, the case coordinator completes and forwards an Ergonomics Service Request form asking the ergonomics consultant to

provide consultation in job demands analysis and/or accommodation measures. The ergonomics consultant reports back to the case coordinator.

5. The supervisor consults with the case coordinator and the employee where appropriate to determine accommodation arrangements. The supervisor or case coordinator makes a record of accommodations of less than one-week duration.
6. If the accommodation lasts longer than one week, the supervisor or case coordinator should record the transitional accommodation plan to include the following information:
  - o Time frame;
  - o Funding arrangements;
  - o Follow-up schedule;
  - o Job accommodation measures.
7. The plan is copied to:
  - o The employee;
  - o At employee's request, employee's union representative;
  - o The case coordinator (if involved);
  - o The health consultant (if involved).
8. The supervisor, in consultation with the case coordinator when necessary, monitors the employee's return to transitional work.
9. At the pre-determined intervals specified in the transitional accommodation plan, the supervisor provides a follow-up *Health Professional's Report of Worker's Function form* to the employee for completion by the employee's treating health professional, along with a copy of the existing transitional accommodation plan for information. The case coordinator monitors this process.
10. The employee is responsible for returning the completed follow-up *Health Professional's Report of Worker's Function form* to the supervisor, prior to the next scheduled change in the transitional accommodation plan.
11. If the follow-up *Health Professional's Report of Worker's Function form* indicates that changes are required to the plan:

- o The supervisor, employee and case coordinator discuss the changes;
- o The supervisor (or case coordinator) revises the plan and copies all involved parties;
- o Situations where the transitional accommodation plan is extended will be brought forward as part of the case review process (or combined in general re case review).

12. The employee resumes full-time, non-accommodated duties at the completion of the transitional accommodation plan unless there are medically supported contraindications.

## Special Circumstances

*Please note that each circumstance is separate and may occur independently of other circumstances.*

A. \_\_\_ When the initial return to work information indicates that the employee is not yet able to participate in any type of work:

1. The supervisor sends a copy of the *Health Professional's Report of Worker's Function form* to the case coordinator.
2. The supervisor and case coordinator discuss the case and decide when a follow-up *Health Professional's Report of Worker's Function form* will be sent to the employee.
3. As part of the team case review process, the case coordinator brings forward for review with the health & rehab consultant situations where:
  - o Clarification of medical and/or functional information is required: Should there be any need for clarification of the above information this would only be done by Employee Health and Rehabilitation.
  - o Assistance in referral to assessment or treatment resources such as medical specialists, physiotherapy and/or 3<sup>rd</sup> party assessment
  - o Additional information of a medical nature is required from the employee's treating health professional
4. The supervisor maintains periodic contact with the worker, as appropriate.

5. If the *Health Professional's Report of Worker's Function form* has not been received within 5 days of having been sent, the supervisor calls the employee to follow up and also contacts the case coordinator to advise of the delay.
6. When the employee is able to resume work duties, *refer to the Standard Case Management*.

B. \_\_\_ When the absence is more than four weeks:

1. At four weeks of absence, the supervisor contacts the case coordinator to inform the case coordinator of the absence.
2. As part of the team case review process, the case coordinator brings forward for review with the health & rehab consultant situations where the case coordinator determines that the employee is to be contacted to:
  - o Clarify medical and functional information;
  - o Assist in referral to 3<sup>rd</sup> party assessment or treatment resources, external and/or internal;
  - o Assess return to work potential. When appropriate, sends the *Health Professional's Report of Worker's Function form* to the employee for completion by the treating health professional.

If appropriate, case coordinator/health consultant suggests employee explore alternative benefit options.

3. When there is an indication that a return to work may be possible, the supervisor and case coordinator and health consultant consult concerning the return to work process. If further clarification is required, the case coordinator/health consultant obtains the employee's informed consent to share with appropriate members of the Integrated Disability Management team and WSIB, if appropriate, any verbal and written findings/recommendations regarding the accommodation and return to work.
4. The case coordinator consults with the supervisor/health consultant and the employee where appropriate to determine accommodation arrangements.
  - o If the supervisor/case coordinator agree that the accommodation is appropriate, the supervisor implements the accommodation plan immediately.

- o If appropriate, the case coordinator completes and forwards an Ergonomics Service Request form asking the ergonomics consultant to provide consultation in job demands analysis and/or accommodation measures. The ergonomics consultant reports back to the case coordinator.

C. \_\_\_ When suitable transitional modified duties are not available in the employee's work Division:

1. The supervisor and case coordinator work together to identify alternate transitional placement opportunities elsewhere in the base division.
2. Funding arrangements for the alternate transitional placement within the base division are the responsibility of the base division. The case coordinator facilitates the process.
3. When required, the case coordinator contacts the placement specialist to assist in identifying suitable alternate transitional placements across the corporation.
4. When a suitable placement is found in another division, a transitional accommodation plan is completed and copied to the base supervisor, the receiving supervisor, the employee and the case coordinator.
5. The case coordinator or placement specialist liaises with the receiving supervisor and updates the base supervisor of the employee's progress and status.
6. When the employee is able to return to duties in the original work unit, the case coordinator and base supervisor arrange and document another transitional accommodation plan or return to full duties.

D. \_\_\_ When a suitable and safe transitional accommodation plan cannot be developed because of missing or conflicting information regarding the employee's medical and/or functional status:

1. The supervisor/case coordinator informs the employee of what information is missing in order to plan the return to work, and they request that the information be provided in order to move forward with the plan.
2. If assistance is required of the employee health and rehabilitation unit, as part of the team case review process, the case coordinator brings forward for review with the health & rehab consultant the information available in



the file. They review whether more information is required to ensure the development of a transitional accommodation plan that provides the opportunity for suitable and safe work.

3. The case coordinator/health consultant makes the appropriate referral to an external service provider for an Independent Medical Examination and/or Functional Abilities Evaluation. For WSIB cases, independent medicals are authorized under Section 36(1) of the Workplace Safety and Insurance Act.
4. The case coordinator/health consultant notifies the employee and the employee's treating health professional that an assessment has been scheduled, and obtains the employee's informed signed consent to release verbal and written findings/recommendations for accommodation purposes to appropriate members of the Integrated Disability Management Team and WSIB, if appropriate.

E. \_\_\_\_ When difficulties are encountered in following the transitional accommodation plan:

1. The supervisor discusses the situation with the employee and case coordinator to identify barriers to the employee's progress, which may be related to either the employee's ability and/or operational constraints in the workplace.
2. If the difficulties are related to the employee's ability, the case coordinator brings forward for review with the health & rehab consultant as part of the team case review and together they work to identify the medical, functional and/or job related information that is required to determine the next step in the disability management process. The employee is informed of the information required from his/her health provider. This could include any of the following actions:
  - o A review of the current medical and functional information;
  - o A review of the match between the employee's job demands, medical restrictions and functional abilities;
  - o Obtaining further medical and/or functional information from the treating health professional;
  - o Obtaining further information about the job duties/tasks and job demands;
  - o Referral to assessment or treatment resources, such as medical specialists, physiotherapy and/or 3<sup>rd</sup> party assessment.

3. If the case coordinator/health consultant has referred the employee to assessment or treatment resources, and with the employee's Informed consent, the case coordinator/health consultant shares any verbal and written findings/recommendations relevant to the accommodation and return to work process with the appropriate members of the Integrated Disability Management team and WSIB if appropriate.
4. If ergonomics consultation is required regarding job demands analysis, accommodation measures, and/or work suitability:
  - o The case coordinator contacts the ergonomics consultant, completes an Ergonomics Service Request form where appropriate and monitors the consultation process;
  - o The ergonomic consultant submits a written report to the case coordinator and health & rehab consultant.
5. If changes are required to the transitional accommodation plan:
  - o The supervisor, employee, case coordinator and health consultant if appropriate, discuss the changes;
  - o The supervisor or case coordinator revises the transitional accommodation plan and copies all involved parties.

The goal is to accommodate and return employees to their own job, but if this is not medically feasible, suitable alternate work will be sought.

F.      When permanent alternate work is medically required:

1. The case coordinator brings forward as part of the team case review process for confirmation, the information from the health provider that supports the need for permanent alternate work. When required the placement specialist is consulted as part of the case review, where it is confirmed that a permanent alternate work placement is required.
2. When appropriate, the case coordinator/health consultant arranges a Functional Abilities Evaluation to determine the employee's ability to perform work tasks.
  - o The case coordinator/health consultant notifies the employee and the employee's treating health professional that a Functional Abilities Evaluation has been scheduled, and obtains the employee's informed consent to release verbal and written findings/recommendations to the appropriate members of the Integrated Disability Management team and the WSIB, if necessary.

3. When appropriate, the case coordinator and placement specialist meet with the employee to discuss accommodation needs, transferable skills, aptitudes, etc.
4. When appropriate, the case coordinator works with the employee and placement specialist to identify suitable alternate placements with the division or the corporation. **On the job training of the employee will be considered so as to identify possible suitable alternate placements.**
5. The placement specialist/case coordinator works with Staffing to access any vacant positions.
6. Once the receiving division has assessed that the employee's functional abilities and job skills match the job requirements, the employee shall be placed in the position. **The assessment will also determine if on the job training can allow the employee to perform the work.** If more than one employee meets the functional abilities and job skills of the position, seniority shall be the deciding factor.
7. If the employee is placed in the position it is on a work trial basis for three months. The salary paid to the employee is determined by the provisions of the Collective Agreement, the Workplace Safety and Insurance Act, if applicable, and/or relevant policies.
8. The supervisor monitors the employee's attendance and performance during the work trial period. The supervisor keeps the case coordinator and placement specialist informed of the employee's status.
9. If problems arise during the work trial period, the case coordinator meets with the employee/placement specialist/supervisor. The case coordinator involves other internal or external resources as required. The option for extension of the work trial for further training may be considered.
10. Upon successful completion of the work trial period, the employee is permanently placed in the position. The salary is determined by the provisions of the Collective Agreement and/or the Workplace Safety and Insurance Act, and/or other relevant policies.

11. If the work trial is not successful because of the employee's medical/functional restrictions, an alternative work trial will be sought within the employee's functional abilities and job skills.

G. \_\_\_\_ When the employee refuses transitional accommodated work or permanent alternate work:

1. The supervisor/case coordinator/health consultant/placement specialist contacts the employee to discuss the situation and reminds the employee that they can involve their Union.
2. Upon the employee's contact with the Union, the appropriate member of the IDM Team reviews the situation with the Union.
3. As part of the team case review process, the case coordinator brings forward the situation to review the match between the employee's job demands, medical restrictions and functional abilities to ensure the work offered is suitable based on the available information. The ergonomics consultant is consulted as part of the team as required.
4. When appropriate, the case coordinator and employee meet with the health consultant, supervisor and other parties to discuss the situation.
5. The case coordinator or health consultant, with informed consent, contacts the employee's treating health professional to discuss the situation.
6. When necessary, the case coordinator/health consultant refers the employee for an Independent Medical Examination or a Functional Abilities Evaluation – see Special Circumstance E(2) & (3) for process.
7. With informed consent, the case coordinator/health consultant and other appropriate members of the Integrated Disability Management team review relevant verbal and written findings/recommendations to make a determination on the suitability of work. In Workplace Safety and Insurance Board cases, if it is determined that the work offered is suitable and the employee continues to refuse the placement, the case coordinator notifies the Workplace Safety and Insurance Board to take further action.
8. When appropriate, the case coordinator consults with Labour Relations.

9. If necessary, the case coordinator arranges a meeting with the supervisor, appropriate Integrated Disability Management team members and employee including the employee's union representative, if requested.

H. \_\_\_ When the employee does not cooperate with the IDM process:

1. The case coordinator contacts the employee to clarify the employee's employment obligations and to clarify that the worker's cooperation is a necessary component of the accommodation process and reminds the employee that they can involve their Union.
2. Upon the employee's contact with the Union, the appropriate member of the IDM Team reviews the situation with the Union.
3. If the situation is not resolved, the case coordinator notifies Workplace Safety and Insurance Board (if applicable) and documents rehabilitation efforts for the division's further action.
4. If necessary, the case coordinator arranges a meeting with the supervisor, appropriate Integrated Disability Management team members and employee including the employee's union representative, if requested, to discuss the issues.
5. When appropriate, the case consultant consults with Labour Relations.

I. \_\_\_ When a Long Term Disability application form has been submitted:

1. The health consultant or Finance notifies the case coordinator of the Long Term Disability application.
2. The health consultant monitors the Long Term Disability process through regular Long Term Disability meetings with the insurance carrier.
3. The health consultant notifies the case coordinator of upcoming Long Term Disability meetings so that the case coordinator can provide appropriate input, including attendance at the meeting, if necessary.

4. The health consultant advises the case coordinator of any changes in Long Term Disability status.
5. Through regular contact with the Long Term Disability carrier, the health consultant advises the case coordinator of any potential for return to work.
6. If potential for return to work is identified, follow Special Circumstance B (3) and (4).

J. \_\_\_\_ When there is a concurrent medical condition that may pose a barrier to return to work or which may affect entitlement to WSIB benefits:

1. In order to meet return to work obligations and to ensure cost containment of the WSIB claim file, where there is a concurrent medical condition, the case coordinator/health consultant will ask the employee for an informed consent in order to obtain and release medical report/documentation and findings/recommendations (verbal or written) to the appropriate members of the Integrated Disability Management team and the WSIB.
2. If inadequate information is provided in order to develop a safe return to work program the employee should be informed of what information is required from the health care provider.
3. If the case coordinator/health consultant is unable to obtain the informed consent, the case coordinator will write to the WSIB asking the WSIB to investigate and obtain medical reports/documentation and findings pertaining to the concurrent medical condition.

K. \_\_\_\_ When there is a pre-existing condition that may affect entitlement to initial or ongoing WSIB benefits:

1. If a pre-existing medical condition becomes known to the case coordinator, he/she will advise the employee of the information that is required. If not received he/she will ask the employee for an informed consent in order to obtain medical documentation/reports/findings pertaining to the pre-existing medical condition. With informed consent, the document will be released to the WSIB for adjudication purposes.

2. If the case coordinator is unable to obtain an informed consent, the case coordinator will write to the WSIB asking the WSIB to investigate and obtain medical documentation pertaining to the pre-existing medical condition.

## Approved by

Mediated Memorandum of Agreement with Local 79

## Date Approved

July 9, 2004

## Related links

Form 6

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



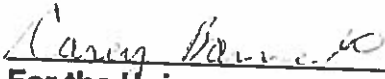

**ARTICLE 28 – HEALTH AND SAFETY**

Amend Letter of Intent as follows:

**LETTER OF INTENT  
PAYMENT TO ATTEND HEALTH AND SAFETY COMMITTEE MEETINGS**

The City will ensure that Joint Health & Safety Committee members who are shift workers, part-time and/or seasonal (~~within the season~~ when actively at work) employees or their alternates will be scheduled to attend Health & Safety Committee meetings in their workplaces and will be paid for all time spent in attendance at the meetings.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

 _____	DATE AGREED: March 08, 2020
For the Union	 _____
	For the City
 _____	 _____
For the Union	For the City
<u>March 11/20</u> _____	<u>March 13, 2020</u> _____
Date Signed Off	Date Signed Off



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

**Article 28 – HEALTH AND SAFETY**

**Amend LETTER OF INTENT HEALTH AND SAFETY POLICIES as follows:**

**LETTER OF INTENT  
HEALTH & SAFETY POLICIES**

**All Divisional Health and Safety policies will be made available upon request forwarded as developed and implemented to the Central Occupational Health and Safety Co-ordinating Committee.**

**Where divisional Health and Safety policies conflict with Corporate Health and Safety policies, the Union and the City agree that the Corporate Health and Safety policies will prevail.**

**All Divisions within the City shall comply with the Corporate Health and Safety policies that are endorsed by the Central Occupational Health and Safety Co-ordinating Committee and approved by the City Manager Executive Management Team.**

**Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements**

**DATE AGREED: March 2, 2020**

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

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

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

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

\_\_\_\_\_  
**Date Signed Off**

\_\_\_\_\_  
**Date Signed Off**

*- March 2/20*

*March 13, 2020*

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

**ARTICLE 28 - HEALTH AND SAFETY**

**Add New Letter of Intent as follows:**

**LETTER OF INTENT  
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, or are involved in, or directly witness a critical/serious incident in the community or in a community where Local 79 members have a working relationship, the City shall, in accordance with the City's Critical Incidents in the Workplace Guidelines for Supervisors and Employees in instances where it deems it appropriate, ensure provide the following:
- (i) That affected employee(s) have appropriate supports made available to them;
  - (ii) That EAP be offered and/or a third (3<sup>rd</sup>) party Counselling Service if EAP does not have the capacity to respond;
  - (iii) That affected employee(s) are made aware of the City supports being offered to them;
  - (iv) That Local 79 is advised of the incident or accident once the City becomes aware, including information on how the City plans to respond.

~~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;~~

- ~~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.~~

The City will make best efforts to ensure that City Management Staff take appropriate and timely actions to help minimize the impact of the incident or accident.

Employee attendance shall be encouraged.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 06, 2020



For the Union



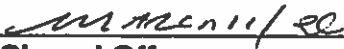
For the City



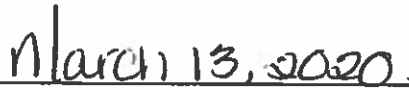
For the Union



For the City



Date Signed Off



Date Signed Off

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

**ARTICLE 34 - EXTENDED HEALTH CARE/DENTAL/GROUP LIFE INSURANCE**

Delete Letter of Intent as follows:

**LETTER OF INTENT  
UNIT B PART-TIME - EXTENDED HEALTH CARE BENEFIT PREMIUM**

For eligible employees, the City agrees that effective the first day of the pay period following March 4, 2016, the premiums for Extended Health Care benefits will be adjusted by 15% until December 31, 2016, to the following rates:

- Single - \$126.40 per month
- Family - \$312.17 per month

The above premium rates to be shared by the employee and the City in accordance with clause 34.01(b)


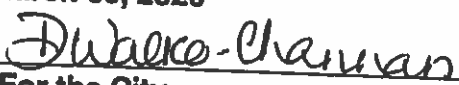
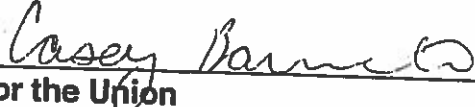


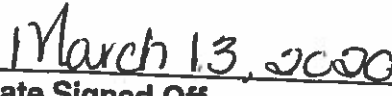
It is further understood that clause 34.01(d) will be amended, as follows:

For the purpose of enrolment in any or all of the plans, there shall be one (1) "scheduled open period" per year from December 1 to December 15, except that the initial open period for an employee shall be the two (2) weeks following the pay period in which the employee becomes eligible subject to clause 34.01(a).

Clauses 34.01(e), (f) and (i) will be amended accordingly to reflect the one (1) "scheduled open period".

Within thirty (30) days prior to December 31, 2016, the Director, Pension, Payroll & Employee Benefits will meet with Local 79 to report the discount, if applicable, to be provided for the 2017 Extended Health Care benefit premiums and the impact, if any, to the other Local 79 bargaining units.

Flow through to Recreation Workers Part-Time Collective Agreements as appropriate

<b>DATE AGREED: March 06, 2020</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

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

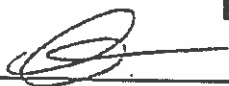
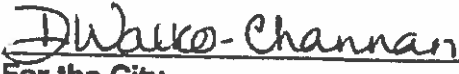


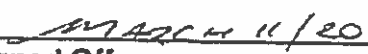

**ARTICLE 37 – PENSIONS AND RETIREMENT**

Delete Letter of Intent as follows:

**LETTER OF INTENT  
PENSION FOR LESS THAN FULL-TIME UNION LEAVES**

~~The parties agree to meet during the term of this agreement to consider and develop a process whereby a part time employee booked off on a leave of absence without pay for Union business shall be considered to be in attendance at work for pension purposes. When developing this process the parties shall comply with the Ontario Municipal Employees Retirement System Act, R.S.O. 1990, as amended and the Pensions Benefit Act, R.S.O. 1990, as amended. If a process is developed, it is agreed that all pension contributions shall be borne by Local 79.~~

Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: March 08, 2020</b>	
 _____ <b>For the Union</b>	 _____ <b>For the City</b>
 _____ <b>For the Union</b>	 _____ <b>For the City</b>
 _____ <b>Date Signed Off</b>	 _____ <b>Date Signed Off</b>

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

**ARTICLE 40 - EMPLOYMENT EQUITY**

**Replace and Rename this Article with the following:**

**EMPLOYMENT EQUITY AND DIVERSITY**

**40.01**

The City and Local 79 acknowledge that employees should be provided with fair and equitable access to employment opportunities and in this regard the parties agree that they shall continue to discuss employment equity issues. The parties will meet no later than one hundred and twenty (120) days following ratification to discuss and engage in the implementation of the City's Workforce Equity and Inclusion Plan with the shared goal of creating working conditions that are free of barriers, to remedy conditions of disadvantage in employment, and promote the principle that employment equity requires special measures and accommodations where necessary for equity seeking groups, specifically Indigenous Peoples, Racialized and Black People, Women, LGBTQ2S+ and persons with Disabilities. The parties further agree to discuss youth and persons protected under the Human Rights Code who are seeking equitable treatment in the workplace.

Priority items for discussion and development shall include, but not be limited to:

- (a) City-wide promotion and retention system;
- (b) Increasing the range of opportunities for permanent jobs as it pertains to the identified groups;
- (c) Ensuring access to employment opportunities for all employees of the City accompanied with achievements and a methodology for measuring and monitoring outcomes and progress;
- (d) Ensuring access to workplace accommodations;
- (e) Improving training and development opportunities including access for all employees with a particular focus given to the identified groups;
- (f) Promotion as opposed to alternate rate;
- (g) Recognizing equivalents to academic credentials, and/or workplace experience;
- (h) Career Planning and advancement;
- (i) Career related leaves and educational opportunities.

**Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements**

**DATE AGREED: March 5, 2020**

*B*

**For the Union**

*D Walker-Channan*

**For the City**

*Casey Barnett*

**For the Union**

*[Signature]*

**For the City**

*March 7/20*

**Date Signed Off**

*March 13, 2020*

**Date Signed Off**

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

**APPENDIX "A"  
TORONTO PARAMEDIC SERVICES**

Add the following language to APPENDIX "A" TORONTO PARAMEDIC SERVICES:

Psychologist Benefits

Emergency Medical Dispatchers and Call Takers will be eligible for the services of a licensed psychologist, to a maximum of three thousand five hundred (\$3500) dollars per person per benefit year.

Flow through from the Full-Time Collective Agreement as appropriate  
Flow through to Unit B - Part-Time Collective Agreement as appropriate

DATE AGREED: February 21, 2020

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

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

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

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

  
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Date Signed Off

  
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Date Signed Off



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

**MEMORANDUM OF AGREEMENT ITEMS  
ARTICLE 2 – RECOGNITION**


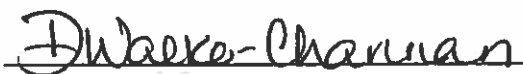



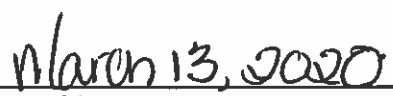
Replace and Rename this Memorandum of Agreement Item as follows:

Process for the Placement of Part-Time Employees Working Full-Time Hours in a Job Classification that Does Not Exist in the Full-Time Collective Agreement – Non-Correlate Classifications

1. In the event that a Local 79 member in one (1) of the part-time bargaining units may be working full-time hours in a job classification that does not exist in the full-time bargaining unit, either Party may request a review. The review shall be conducted by the City to determine if all of the following criteria have been met:
  - a. the part-time employee has worked full-time hours; and
  - b. the full-time hours worked were for fifty-two (52) weeks per year, inclusive of vacation and statutory holidays for the twelve (12) consecutive month period preceding the review; and
  - c. time missed solely due to approved sick time, the receipt of WSIB benefits or as a result of a pregnancy/parental leave shall not break the twelve (12) consecutive month period; and
  - d. the full-time hours are expected to continue; and
  - e. the hours worked during the review period were in the same job classification, division and part-time bargaining unit; and
  - f. no job classification exists in the full-time bargaining unit that describes the work being performed in the part-time job classification.
2. Once the review is completed and it is determined by the City that an employee is to be placed into the full-time bargaining unit, the City will create an appropriate job classification in the full-time bargaining unit as per the Joint Job Evaluation Program.
3. The City will reassign the employee to a temporary full-time assignment in the newly created position/job classification in the full-time bargaining unit.
4. The effective date of the employee's re-assignment shall be the date the City establishes and places the employee into the temporary assignment.
5. All rights and privileges afforded to temporary employees under the Local 79 Full-Time Collective Agreement are provided to the employee as of the effective date.

6. 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 and if the position is considered permanent, the employee will become a permanent employee and confirmed in the position.
  
7. Should any concerns or disputes arise out of the operation of this memorandum, the Director of Employee and Labour Relations or their designate shall meet with the representatives of Local 79 within twenty (20) calendar days of the receipt of the concerns or disputes.
  
8. Any dispute concerning the interpretation, application or administration of this Agreement shall be dealt with in accordance with the grievance and arbitration provisions of the Collective Agreement.

Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: March 06, 2020</b>	
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<b>For the Union</b>	<b>For the City</b>
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<b>For the Union</b>	<b>For the City</b>
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**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT ITEMS  
Article 27 – SCHEDULING**

Amend and Renew Memorandum of Agreement Item as follows:

Review Of Part-Time Employees Working In Full Time Assignments

~~Commencing ninety (90) days following ratification, and~~ Every January 1<sup>st</sup> thereafter, a review of part-time employees working full time hours for a continuous period of 6 months or greater in the same job classification and Division shall take place. The City will provide information for the review from each Division no later than June 30<sup>th</sup> of the review year. The purpose of the review shall be to determine if the temporary full time assignment is expected to continue. Should the assignment be required to continue, the employee will be reassigned to the Full-Time Local 79 bargaining unit as a temporary full time employee. This review will also determine whether there are employee(s) in the bargaining unit that meet the criteria as stated in the Memorandum of Agreement Placement of Part-Time Employees in the Full-Time Collective Agreement – Non-Correlate Classifications ~~(M2) dated August 9, 2002.~~

The parties agree to meet within one hundred and twenty (120) ~~90~~ days of ratification to discuss the information provided to the Union under this review to determine the feasibility of streamlining the information provided by the City.

DATE AGREED: March 6, 2020

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

Dubero-Channan  
\_\_\_\_\_  
For the City

Casey Barnett  
\_\_\_\_\_  
For the Union

[Signature]  
\_\_\_\_\_  
For the City


MARCH 11/20  
\_\_\_\_\_  
Date Signed Off

March 13, 2000  
\_\_\_\_\_  
Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS  
ARTICLE 27 - SCHEDULING  
WORK SELECTION FOR "SEASONAL" EMPLOYEES IN THE PARKS, FORESTRY  
AND RECREATION DIVISION**

**Renew Memorandum of Agreement Item - Work Selection for "Seasonal" Employees In The Parks,  
Forestry And Recreation Division**

	<b>DATE AGREED: January 15, 2020</b>
_____ <b>For the Union</b>	<u>D. Walker-Chamman</u> <b>For the City</b>
<u>Casey Barnette</u> <b>For the Union</b>	<u>[Signature]</u> <b>For the City</b>
_____ <b>Date Signed Off</b>	<u>Feb 24, 2020</u> <b>Date Signed Off</b>

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

**MEMORANDUM OF AGREEMENT ITEMS  
Article 28 - HEALTH & SAFETY  
CRISIS PREVENTION INTERVENTION TRAINING**

**Amend and Renew Memorandum of Agreement Item – Crisis Prevention Intervention Training as follows:**

**Crisis Prevention Intervention Training**


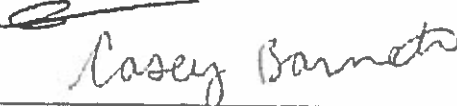

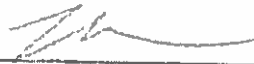

The parties acknowledge the importance of ensuring that employees have the skills necessary to de-escalate interactions with the public, clients, and residents when required.

The parties acknowledge that training is an important part of the City's Workplace Violence Program and that de-escalation training can be an important tool in the Workplace Violence Program.

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 Collective Agreement  
Flow through to all Part-Time Collective Agreements**




 _____ For the Union	DATE AGREED: January 15, 2020
 _____ For the Union	 _____ For the City
_____ Date Signed Off	 _____ For the City
	 _____ Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS  
BULLETIN BOARDS**

Renew Memorandum of Agreement Item – Bulletin Boards

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

	<b>DATE AGREED: January 15, 2020</b>
<hr/> <b>For the Union</b>	<hr/> <i>D. Walker-Channan</i> <b>For the City</b>
 <i>Casey Barnett</i>	<hr/>  <b>For the City</b>
<hr/> <b>For the Union</b>	<hr/> <b>For the City</b>
<hr/> <b>Date Signed Off</b>	<hr/> <i>Feb 24, 2020</i> <b>Date Signed Off</b>

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



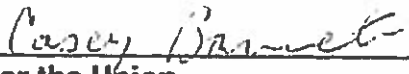


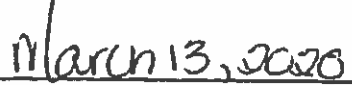
**MEMORANDUM OF AGREEMENT ITEMS**

Add New Memorandum of Agreement Item as follows:

COMMITTEE TO EXPLORE FLEXIBLE WORKPLACE POLICIES

The City and the Union have an interest in exploring the possibility of flexible workplace policies that adapt to current needs. As a result, the parties commit to meet within 90 days of ratification to explore flexible workplace policies, including options for working from home and at alternate work locations subject to operational requirements.

Flow through from the Full-Time Collective Agreement

<b>DATE AGREED: March 6, 2020</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

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



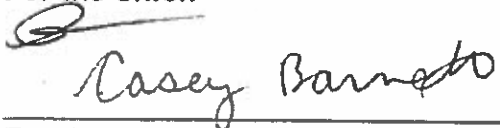

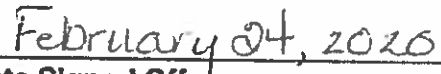
**MEMORANDUM OF AGREEMENT ITEMS  
CORRESPONDENCE TO LOCAL 79**

Amend and Renew Memorandum of Agreement Item – Correspondence to Local 79

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 submitted in writing by mail or email and addressed to the President and the First Vice President. ~~and submitted by mail or email.~~

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

	<b>DATE AGREED: January 15, 2020</b>
<b>For the Union</b>	 <b>For the City</b>
 <b>For the Union</b>	 <b>For the City</b>
<b>Date Signed Off</b>	 <b>Date Signed Off</b>



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

**MEMORANDUM OF AGREEMENT ITEM  
DOMESTIC VIOLENCE / INTIMATE PARTNER VIOLENCE POLICY**

Amend and Renew Memorandum of Agreement Item – Domestic Violence / Intimate Partner Violence Policy

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 section of the People & Equity Division Coordinating Committee will ensure that employees and management are advised when there are policy changes and that appropriate training is provided on the changes. ~~also consider whether training on the Policy would be beneficial for employees and management.~~

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

DATE AGREED: January 15, 2020

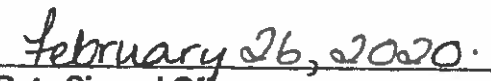
  
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**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B PART-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT ITEMS  
GENDER NEUTRAL PRONOUNS**

Add new Memorandum of Agreement Item – Gender Neutral Pronouns as follows:

Gender Neutral Pronouns

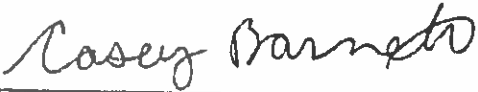
Prior to printing, the parties agree to replace gender specific pronouns with gender neutral pronouns in the Collective Agreement as housekeeping only. In so doing it is not the intent of either party to change the meaning or intent of the predecessor language.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

**DATE AGREED: January 15, 2020**

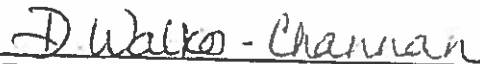


**For the Union**



**For the Union**

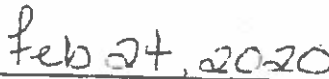
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**For the City**



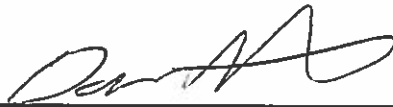

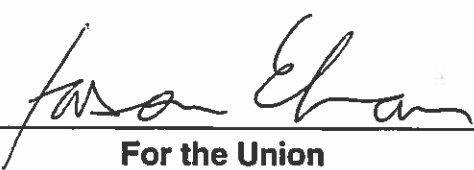

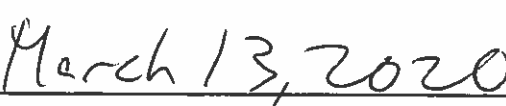
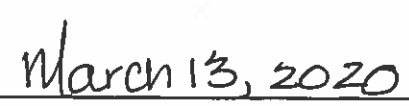
**For the City**



**Date Signed Off**

The parties have agreed to the following items:

CUPE Local 79 Unit B PART-TIME	
Article	Subject
4.02	Initiation Fees
4.06	Information requests email addresses where available
LOI	Rate and Job Classification Harmonization Process
8.11	Shortage of Pay
16.24	Disciplinary Discussions and Notations
17.02	Jury or Witness Dury
33.01	Printing of the CA
36.01	Change of Address
49.02 (c)	Technological Change Training/mentoring
LOI	Trainee Classifications & Student Employment
LOI	Investigation Protocol
LOI	Investigation Protocol/Grievance and Arbitration Provisions
LOI	JHSC Training
MOA	Manual For Job Description, Evaluation And Wage Administration
MOA	Tripartite MOA - Carriage of Senioirty

DATE AGREED: March 13, 2020	
 _____ <b>For the Union</b>	 _____ <b>For the City</b>
 _____ <b>For the Union</b>	 _____ <b>For the City</b>
 _____ <b>Date Signed Off</b>	 _____ <b>Date Signed Off</b>


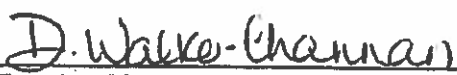
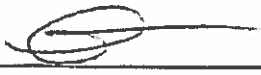


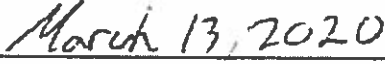
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT**

**ARTICLE 4 – UNION SECURITY**

**Amend Clause 4.02 as follows:**

- 4.02 The City in respect to each of the employees who is subject to the provisions of this clause shall:
- (i) deduct from each pay of such employee such sums for dues and contributions to Local 79, provided such are to be uniformly levied for not less than six (6) months, payable by such employee as the by-laws of Local 79 or minutes of meetings at which any change in such dues is made; and ~~contributions is made, as the case may be and~~
  - (ii) deduct a one-time initiation fee from the pay of such employee payable by such employee as per the by-laws of Local 79 or minutes of meetings at which any change in such initiation fee is made; and
  - (iii) contributions are made, as the case may be; and
  - (iv) ~~(ii)~~ cContinue to make such deductions until this Agreement is terminated; and
  - (v) ~~(iii)~~ wWithin one (1) week after making each such deduction, pay the sum so deducted to Local 79.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: February 21, 2020</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

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

**ARTICLE 4 – UNION SECURITY**

Amend Clause 4.06 as follows:

Information Requests






4.06

The City shall provide Local 79 with the following information where available and upon request shall meet with Local 79 to discuss the availability of such information:

- (d) a quarterly list of all employees, their employee number (new and old), classification, their latest home address, personal email address, where available, work location, section, division and work and home/contact numbers and personal cell numbers, where available, to assist Local 79 in providing services to the members;

Flow through from the Full-Time Collective Agreement as appropriate

Flow through to all Part-Time Collective Agreements as appropriate

<b>DATE AGREED: March 5, 2020</b>	
 _____	 _____
<b>For the Union</b>	<b>For the City</b>
 _____	 _____
<b>For the Union</b>	<b>For the City</b>
 _____	<b>March 13, 2020</b> _____
<b>Date Signed Off</b>	<b>Date Signed Off</b>

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

**ARTICLE 8 – WAGES AND SALARIES  
LETTER OF INTENT  
RATE AND JOB CLASSIFICATION HARMONIZATION PROCESS**

Delete the LETTER OF INTENT RATE AND JOB CLASSIFICATION HARMONIZATION PROCESS:

**LETTER OF INTENT  
RATE AND JOB CLASSIFICATION HARMONIZATION PROCESS**

The parties agree that the harmonization of wages and restructuring of job classifications must be completed as soon as reasonably possible. To effect this purpose, the parties agree to the following process to resolve and determine the issues in dispute.





1. The City and Local 79 will establish a Harmonization Committee within thirty (30) days following ratification of up to twenty (20) members, ten (10) appointed by each party and shall meet forthwith following the appointment of the Committee members. Local 79 members will receive their regular rate of pay for time spent in carrying out the Committee's responsibilities during their regular working hours.
2. Among the Committee's responsibilities shall be the following:
  - (a) the creation of new or merged job classifications from the existing classifications where, in the opinion of the Committee, it is appropriate or necessary to do so, and
  - (b) the development and implementation of a process for determining the rates of pay for any new or merged job classifications.
3. The Committee may identify, by way of survey or otherwise, the core duties and responsibilities of, and all the relevant information in connection with job classifications and shall be provided with such information as is reasonably necessary to accomplish its purpose.
4. Any resolved matters will be agreed upon in writing signed by the designated representatives of Local 79 and the City. Positions taken at the Committee by either party or their representatives are without prejudice to any position either party may take at Arbitration.
5. The parties shall agree on the appointment of a mediator to assist them in reaching agreement and, failing agreement, as the chair of the Board of Arbitration set out below. The parties agree to share the costs of the mediator/arbitrator.
6. The mediator will determine the process and procedure for mediation in consultation with the parties.
7. If the parties have not reached an agreement on all of the wage rates and job classifications by December 31, 2000, or such later date as may be agreed upon in writing, either Local 79 or the City may refer the outstanding rates and classifications, including all matters relating to implementation dates (retroactivity) to a Board of Arbitration for a final and binding determination. The Board will be composed of one person nominated by each of the parties with the mediator as the Chair.
8. Both parties will name their nominees to the Board of Arbitration within ten (10) calendar days of the referral, or such later date as the parties may agree in writing. The parties will co-operate to ensure that the hearing(s) will be held as soon as possible. To this end, the parties will ask the mediator/arbitrator immediately upon appointment to schedule at least twenty (20) days for hearings over the months of January, February and March 2001.
9. The powers of the Board of Arbitration and all other matters in relation to the arbitration shall be as set out in Section 48 of the Labour Relations Act, 1995, S.O. 1995, as amended except as modified by paragraph 4 of the Memorandum of Agreement dated March 23, 2000.

10. A draft decision of the Board of Arbitration on all outstanding wage rates and job classifications, including implementation dates (retroactivity) will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The parties will have fourteen (14) days from the date they receive the draft decision, or such longer period of time as they may agree in writing, to meet and agree on all such rates and classifications. These meetings may be with the assistance of the mediator/arbitrator if both parties wish. Failing agreement in that time, the draft decision of the Board of Arbitration shall become final and binding on all parties.

For clarity, job classifications which are found only in Unit B and not in the Local 79 Full-Time bargaining unit will be treated as a separate group of jobs for the purposes of rate and job classification harmonization.

### PRINCIPLES FOR HARMONIZATION

1. All available information, including financial information, necessary for the Harmonization Committee to carry out its responsibilities will be provided by the City in full and on a timely basis. The mediator/arbitrator will have the jurisdiction to order the production of any such information.
2. The effective date for implementation, including retroactivity, if any, of any matter referred to arbitration is to be determined by the Board of Arbitration. However, where as a result of the harmonization process an employee's current wage rate is greater than the classification rate established for the employee, the employee shall continue to receive all negotiated wage increases and increment increases otherwise provided for under this Agreement. In addition, and for the sake of greater clarity, no employee shall suffer any reduction in the employee's current wage rate until the expiry of this Agreement and any extension of the terms and conditions of this Agreement by law. For the purpose of the renegotiation of this Agreement, it is understood that the wage rates shall be as determined by the Harmonization process.
3. It is agreed that as of the date of execution of this Agreement that the parties have not been able to identify and agree upon the methods to be used by the Harmonization Committee in carrying out its responsibilities as described in the Letter of Intent. Accordingly, if the Committee is unable to agree upon the methods, either party may advance before the Board of Arbitration whatever methods it considers appropriate.
4. The parties acknowledge that there are a number of outstanding wage rate issues currently pending under existing job evaluation programs/pay equity programs provided for either separately or under Collective Agreements which form part of the composite Collective Agreement. Accordingly, the parties agree that these issues shall continue to be processed and, if necessary, arbitrated under the terms of the appropriate Collective Agreement. For this purpose, the relevant Collective Agreements/ Pay Equity Plans will be considered continued until the outstanding issues have been concluded.

<b>DATE AGREED: February 26, 2020</b>	
 _____	 _____
For the Union	For the City
 _____	 _____
For the Union	For the City
March 13 <sup>th</sup> , 2020 _____	March 13, 2020 _____
Date Signed Off	Date Signed Off

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

**Article 8 – WAGES AND SALARIES**





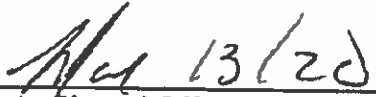
Amend Clause 8.11 as follows:

Shortage of Pay

8.11

In the event that an employee's pay has a shortage of three (3) hours pay or more, and the employee notifies his/her supervisor within three (3) working days of the pay date for the bi-weekly pay period in which the shortage occurred, the City shall ~~make every effort to rectify the shortage by direct deposit, from the time the employee receives his/her pay stub, the City shall rectify the shortage issuing a manual cheque,~~ within three (3) working days from the time that the supervisor is notified. It is agreed and understood that the calculation of such hours shall include overtime hours.

Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: March 11, 2020</b>	
 _____ <b>For the Union</b>	 _____ <b>For the City</b>
 _____ <b>For the Union</b>	 _____ <b>For the City</b>
 _____ <b>Date Signed Off</b>	<b>March 13, 2020</b> _____ <b>Date Signed Off</b>



**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT  
ARTICLE 16 – GRIEVANCE PROCEDURE**

Amend the Clause 16.24 as follows:







Disciplinary Discussions and Notations

16.24

Whenever an employee is requested to report for a disciplinary discussion with a supervisor, prior to any disciplinary action being taken, such employee shall be advised of his/her right to a steward or Local 79 representative, as appointed/selected by Local 79 under clause 16.05 to be present at such meeting. Local 79 shall ensure that such representative is available within forty-eight (48) hours excluding weekends of receiving such request. Where such representation is not provided within the forty-eight (48) 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 the Full-Time Collective Agreement

Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: March 08, 2020</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

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

**Article 17 – LEAVE OF ABSENCE**

**Amend Clause 17.02 as follows:**

**Jury Duty or Witness Service**

Each employee who is called to serve as a juror or, except as provided in clause 16.16, is subpoenaed as a witness in a legal proceeding shall:

- (i) be granted leave of absence for such purpose, provided that upon completion of his/her jury duty or witness service such employee shall present to his/her Division Head a satisfactory certificate showing the period of such service; and
- (ii) be paid his/her full salary or wages for the period of such jury or witness service provided that he/she shall pay to the Deputy City Manager and Chief Financial Officer of the City the full amount of compensation received for such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than his/her regularly scheduled work day with the City or any monies received for meal allowance or travelling allowances; and
- (iii) upon being released from jury duty or witness service in the forenoon of any day, or on a day where an employee is not required to report for jury duty or witness service, immediately telephone his/her Division for instructions respecting his/her return to work and shall, upon receiving such instructions, comply with same.

Flow through from Full-Time Collective Agreement as appropriate  
Flow through to all Part-Time Collective Agreements as appropriate

**DATE AGREED: March 06, 2020**

*Casey Barnett*  
For the Union

*Duako-Chauhan*  
For the City

*[Signature]*  
For the Union

*[Signature]*  
For the City

*March 13/20*  
Date Signed Off

*March 13, 2020*  
Date Signed Off




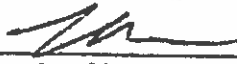
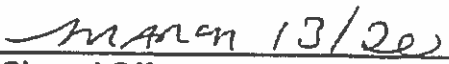

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT**

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

**Amend Clause 33.01 as follows:**

Provided the parties execute the Collective Agreement within **ninety (90) ~~sixty (60)~~** days of the ratification of the Memorandum of Agreement, the parties shall share on a 50/50 basis the cost of printing and distributing of such Collective Agreements to the appropriate Bargaining Unit and management staff. The **ninety (90) ~~sixty (60)~~** day time period may be extended by mutual agreement.

**Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements**

<b>DATE AGREED: March 2, 2020</b>	
 _____ <b>For the Union</b>	 _____ <b>For the City</b>
 _____ <b>For the Union</b>	 _____ <b>For the City</b>
 _____ <b>Date Signed Off</b>	 _____ <b>Date Signed Off</b>

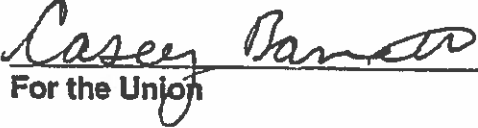
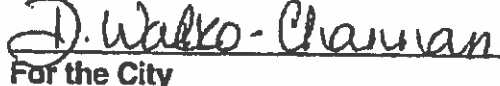




**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT**

**Article 36 – CHANGE OF ADDRESS**

Amend Clause 36.01 as follows:

Every employee shall notify the City ~~his/her immediate supervisor~~ of any changes in their address, telephone number, e-mail address and/or emergency contact, in a format provided by the City, by ~~completing the applicable form (forms are available on the City's intranet or will be provided by the immediate supervisor when requested)~~ within two (2) weeks of the change. Emergency contact numbers shall only be used in case of an emergency.

Flow through from the Full-Time Collective Agreement as appropriate  
Flow through to all Part-Time Collective Agreements as appropriate

<b>DATE AGREED: March 5, 2020</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

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

**Article 49 – TECHNOLOGICAL CHANGE**

**Amend Clause 49.02 (c) as follows:**

The City agrees to provide the affected employees with reasonable training and/or mentoring appropriate to the new technology. No later than six (6) months following implementation, the Union may request to meet to discuss the training and/or mentoring provided.

**Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements**

**DATE AGREED: March 9, 2020**

*Rosey Barnett*

**For the Union**

*J. Wells-Channan*

**For the City**

*[Signature]*

**For the Union**

*[Signature]*

**For the City**

*Mar 13/20*

**Date Signed Off**

**March 13, 2020**

**Date Signed Off**

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






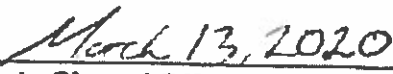
**LETTERS OF INTENT**

Amend and Rename Letter of Intent as follows:

**LETTER OF INTENT  
TRAINEE CLASSIFICATIONS & STUDENT EMPLOYMENT**

During the term of the agreement, Local 79 and the City agree to form a joint committee to discuss the issues pertaining to the utilization of the trainee classifications including the employment of students. The committee will consist of three members from the City and three members from the Union. Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.

Flow through to from the Full-Time Collective Agreement

<b>DATE AGREED: March 06, 2020</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT  
ARTICLE 16 – GRIEVANCE PROCEDURE**

Amend Letter of Intent as follows:

**LETTER OF INTENT  
INVESTIGATION PROTOCOL**

Where the City conducts an investigation which may result in the discipline of a Local 79 employee(s), the employee(s) who is the subject of the investigation will be informed of the nature of the meeting and their right to Local 79 representation. The City shall inform ~~the Chief Steward or designate of~~ Local 79 about the pending investigation meeting and the nature of the meeting. The following information will be provide to a Local 79 designated via email:

- Name and contact information of the supervisor/manager;
- Name and contact information of the employee;
- Date, time and location of the meeting.






Where practical, the employee will receive twenty-four (24) hours notice of the investigation meeting.

At the meeting, the City will disclose the nature of the investigation including the nature of any complaints received.

At the meeting, the employee and the Local 79 Steward or representative will be informed if the City has contacted or intends to contact the police, children's aid societies or a professional regulatory body regarding the matters under investigation.

Once the investigation is completed, the employee will be informed of the outcome of the investigation in a timely manner.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: March 10, 2020</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	March 13, 2020 _____ Date Signed Off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
UNIT B - PART-TIME AGREEMENT  
ARTICLE 16 – GRIEVANCE PROCEDURE**

Amend and rename Letter of Intent – Grievance and Arbitration Provisions as follows:



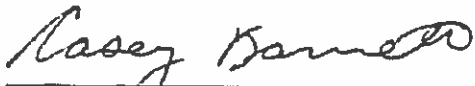

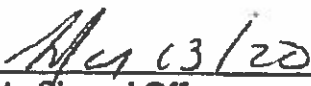
**LETTER OF INTENT  
INVESTIGATION PROTOCOL/GRIEVANCE AND ARBITRATION PROVISIONS**

The parties agree that the President of Local 79, the Chief Steward or their designates shall meet with and the Director of Employee and Labour Relations or designates shall meet within 120 days of ratification ~~during the term of this Collective Agreement~~ for the purpose of reviewing the investigation protocol, and grievance and arbitration provisions as set out in the Collective Agreement.

This review will include but will not be limited to the adequacy of the time limits as set out therein and any other matters of mutual concern, including the investigation process and communication between the City, the Union and employees, that may arise within the context of the grievance and arbitration process or investigations. The parties are committed to engaging in ongoing dialogue.

Meetings will be held at the request of either party.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

<b>DATE AGREED: March 10, 2020</b>	
 _____ <b>For the Union</b>	 _____ <b>For the City</b>
 _____ <b>For the Union</b>	 _____ <b>For the City</b>
 _____ <b>Date Signed Off</b>	<b>March 13, 2020</b> _____ <b>Date Signed Off</b>



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

**ARTICLE 28 - HEALTH AND SAFETY**

Amend Letter of Intent as follows:

**LETTER OF INTENT  
JOINT HEALTH & SAFETY CERTIFICATION TRAINING**

- 4) 1. The City and Local 79 shall establish a committee to engage in meaningful consultation regarding Joint Health & Safety Certification training, to include both basic and workplace specific training. Up to four (4) Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.
2. The City and Local 79 shall participate in the delivery of Joint Health & Safety Certification and workplace specific training, offered corporately, to Health & Safety Committee members. The City and Local 79 agree that in-class training is preferred, promotes co-operation between employees and responds to the training needs of individual employees and therefore the parties will continue to deliver in-class training for a substantive portion of parts 1 and 2 to Health & Safety Committee members.
3. Upon request from Local 79 and with the approval of their Division Head, one (1) Local 79 member employed by the City, per Division (except where there is currently more than one (1), will be granted leave of absence with pay to attend a recognized training program, approved by the City, to qualify as a Joint Health & Safety Certification Trainer.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

**DATE AGREED: March 10, 2020**

*Casey Barnett*

For the Union

*S. White-Channan*

For the City

*[Signature]*

For the Union

*[Signature]*

For the City

*Mar 13/20*

Date Signed Off

March 13, 2020

Date Signed Off

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

**APPENDIX "B"  
MANUAL FOR JOB DESCRIPTION, EVALUATION AND WAGE ADMINISTRATION  
Job Evaluation Schedules A, B and C**

**Add APPENDIX "B" – Job Evaluation Schedules A, B and C**

**Appendix "B"**

**SCHEDULE "A"**

Manual for Job Description, Evaluation and Wage Administration of all jobs in the Unit B Part-Time bargaining unit covered by a collective agreement between The Corporation of the City of Toronto (hereinafter called "the City") and the Canadian Union of Public Employees, Local Number 79 (hereinafter called "the Union").

This Manual (including Schedules "B" and "C") constitutes a Gender-Neutral Comparison System ("GNCS") in accordance with the provisions of *The Pay Equity Act* R.S.O. 1990 as amended.

**ARTICLE I      PURPOSE**

1.01 This Manual is established as an aid to the City and the Union in administering the Job Evaluation Programme awarded on September 27, 2016 and to provide an on-going maintenance programme consistent with the original agreement between the parties. It is agreed that this Manual constitutes a GNCS in accordance with the provisions of *The Pay Equity Act*, R.S.O. 1990 as amended.

It is the purpose of this Manual to provide and maintain the basis from which an equitable wage structure was established and to provide a method for maintaining the job descriptions and ratings to meet significant changing conditions.

**ARTICLE II      DEFINITIONS**

2.01 The following definitions of terms are to apply to terms used herein and throughout the programme.

- (a) **Collective Agreement** – The Collective Agreement currently in effect between the City and the Union covering employees in the part-time "B" bargaining unit.
- (b) **Employee or Employees** – all persons for whom the Union is the agent for collective bargaining purposes as defined in the Collective Agreement.
- (c) **Incumbent** – an employee appointed or promoted to a job (an employee can only be an "incumbent" on one job).
- (d) **Job** – a group of duties assigned to and performed by an employee(s).

- (e) Job Evaluation – the preparation of a description and the determination of the rating for an individual job in relation to other jobs covered by the plan by means of the GNCS attached hereto as Schedule "C".
- (f) Job Analysis – the process of determining and recording the tasks and duties which comprise a job and the skill, responsibility, effort and working conditions required in their performance.
- (g) Job Description – the official record which, when signed by the committee chairpersons, sets forth for a specific job the essential elements of the job.
- (h) Job Rating – the official record which, when signed by the Committee Chairpersons, sets forth for a given job the factor level and point values of the Job's requirements as to the factors defined in the GNCS attached hereto as Schedule "C".
- (i) Wage and Salary Schedule – the wage grades and banding levels as set forth in the Collective Agreement.
- (j) Factors – the major criteria used to measure all jobs, i.e. Knowledge, Responsibility, Mental Effort, Working Conditions, etc. in the job evaluation Rating Manual as defined and set forth in Schedule "C".

### ARTICLE III FACTORS OF JOB DESCRIPTION AND RATING

- 3.01 The job description serves to record the conditions from which the job is rated and, from time to time, to judge significant changes in job content which result from new or changed circumstances.
- 3.02 The description of a job shall be in sufficient detail to serve as the basis from which to identify and rate the job. The rating of a job shall serve only to assign the job into a proper wage grade for application of the Wage and Salary Schedule.
- 3.03 The rating of jobs on the basis of job content involves certain basic determinations with respect to the composite of the Skill, Effort and Responsibility normally required in the performance of the work and the Working Conditions under which it is normally performed. In order to accomplish this objective, these factors have been subdivided under the following categories in order to assess the relative worth of each job:

#### SKILL

- 1. Job Knowledge
- 2. Human Relations
- 3. Dexterity

#### JOB RESPONSIBILITY

- 4. Responsibilities
- 5. Judgement

**EFFORT**

- 6. Mental Effort
- 7. Physical Effort

**WORKING CONDITIONS**

- 8. Working Conditions

3.04 Job Ratings serve to:

- (a) group jobs having relatively equivalent point values into the same wage and salary pay grade, and
- (b) provide the basis from which to establish and maintain equitable wage relationships between jobs.

3.05 In the application of the aforesaid Rating manual (attached hereto as Schedule "C"), the following rules shall apply:

- (a) It is the job that is under consideration and not the individuals who work on the job.
- (b) The job description and rating of each job in each factor level shall be relative to, consistent with and in conformance with the job description and ratings of all other jobs in the bargaining unit.

**ARTICLE IV**

**4. Creating and Maintaining Job Descriptions and Ratings**

**Job Evaluation Representatives**

4.01 The City and the Union shall designate in writing to each other, their representatives for handling all matters relating to job descriptions and ratings in accordance with the terms of this Manual. It is agreed that there will be three (3) representatives from the City and three (3) representatives from the Union. The Union representatives will receive their regular rate of pay for time spent in carrying out their duties under this Manual during their regular working hours.

**Stability of Jobs**

4.02 It is agreed that all job descriptions and ratings which are in effect as of the date of execution of this Manual (which includes all jobs set forth in Schedule "A" to the Collective Agreement) and any and all jobs that may subsequently be agreed upon or determined in accordance with this Manual shall continue in effect unless the job content is significantly changed by the City to the extent that the job will move into another wage grade or the job is deleted by the City.

**4.03(A) Creating a New Job**

Whenever the City wishes to establish a new job:

- (i) The City will, within ninety (90) consecutive days of the position being occupied by an incumbent, prepare a proposed job description and job rating therefor and provide the Union with a copy of such job description and job rating;

- (ii) Within thirty (30) days of receiving a copy of the proposed job description and rating, the Union shall advise the City as to whether it agrees or disagrees with the City's proposed job description and job rating. Failure by the Union to respond within the thirty (30) day period shall be deemed to constitute agreement to the City's job description and job rating.
- (iii) In the event the Union disagrees with any part of the job description or job rating, it shall (within the thirty (30) day period set forth in section 4.03(A)(ii)) provide the City with written particulars of its objection and the reasons for such objection together with a list of all comparative jobs upon which the Union relies in support of its objection.
- (iv) Upon receipt of written notification from the Union (in accordance with Section 4.03(A)(ii)) that it agrees with the City's proposed job description and job rating (or upon deemed agreement under Section 4.03(A)(ii)), the City shall install the job on such basis, and the job shall be assigned to the appropriate wage grade effective on the date as set out in section 4.04 hereof.
- (v) Upon receipt of written notification from the Union (in accordance with Section 4.03(A)(iii)) that it disagrees with either the job description or the job rating, the parties shall meet within fifteen (15) days thereafter for the purpose of discussing and attempting to resolve the issues in dispute. At least three (3) days prior to such meeting, the City shall provide the Union with a list of all comparative jobs upon which it relies in support of its position. The City may, within fifteen (15) days after such meeting, provide the Union with a revised job description and/or job rating or written notification that it maintains the original job description and/or job rating originally provided to the Union. Failure to provide such notification within the fifteen (15) day period shall be deemed to constitute notification by the City that it maintains its original job description and job rating.

Should the parties agree to a job description and job rating for the job prior to the expiration of fifteen (15) days from delivery of the revised job description and/or job rating or aforesaid notification, then the job shall be installed effective the date of such agreement, and it shall be assigned to the appropriate wage grade in accordance with section 4.04 hereof.

- (vi) Should the parties fail to agree upon the job description and job rating prior to the expiration of fifteen (15) days from delivery of such revised job description and/or job rating or aforesaid notification to the Union, then the City's job description and job rating last submitted to the Union will be deemed to have been installed effective on the 15<sup>th</sup> day, subject to the Union's right to file a job evaluation dispute in accordance with the provisions of Article V hereof.

#### 4.03(B) Maintaining Job Descriptions and Ratings

Whenever the Union believes that the City has significantly changed the job content of an existing job to the extent that the job will move into another wage grade:

- (1) The Union shall submit the facts of the case in writing to the City with a request that a revised job description and rating be prepared in accordance with the provisions of this Manual.
- (2) The City shall respond to the Union's request within thirty (30) days of receipt thereof by either preparing and submitting to the Union a job description and rating in accordance with the provisions of paragraph 4.03(A) hereof or by notifying the Union in writing that the Union's request is not justified. In the event the City prepares and submits to the Union a job description and rating, the provisions of Article 4.03(A) shall apply. In the event the City notifies the Union that the Union's request is not justified or fails to respond within the thirty (30) day time period described herein, the Union may within twenty (20) days of receipt of a negative response or within twenty (20) days following the last date for the City to respond, initiate the dispute resolution procedure set forth in

Article V by providing the City with written notification that it requires the dispute to be referred to the dispute resolution process set forth in Article V. In the event that the Union fails to initiate the dispute resolution process within the time limits set out herein, the Union shall be deemed to have agreed that no changes are required to the existing job description and rating.

- 4.04 In the event that the parties have agreed (or are deemed to have agreed) on the job description and the job rating in accordance with this Article IV and without resort to the Dispute Resolution procedure provided for in Article V, the job shall be assigned to the appropriate wage grade in accordance with Article VI, and the assignment shall become effective from the date of such agreement (or deemed agreement).

#### ARTICLE V - DISPUTE RESOLUTION

- 5.01 Should the committees fail to agree on the job description and/or job rating in accordance with Article IV hereof, then the Union may notify the City in writing within, but not after, fifteen(15) days from the date of installation as specified in Section 4.03(A)(vi) or the date of delivery of the negative decision by the City or the last date for the City to respond as set forth in Section 4.03(B)(2) that it requires the dispute to be referred to the dispute resolution process hereinafter set forth:

(A) Mediation

- (1) The City and the Union shall agree on a roster of three (3) job evaluation mediators who will be selected to mediate any job description and/or job rating disputes between the parties in rotation. The mediator so selected shall, upon receipt of written notification from either party requesting mediation, schedule a mediation date within seventy-five (75) days of receipt of such notification for the purpose of meeting with the parties in an attempt to resolve any outstanding dispute between them relative to the job description and/or job rating.

The mediator shall be selected by rotation in the order they appear on the Roster provided that in the event any mediator cannot schedule such mediation date within the required time limit or a mediator is no longer available to mediate, such mediator shall be by-passed in favour of the next mediator on the list of roster of mediators until one is selected who is available within the required time limits. Nothing herein shall preclude the parties from agreeing (in writing) to alter the order of selection of a mediator as set forth above.

- (2) Except with the written agreement of the parties, no mediation session for any single dispute shall exceed one regular work day and every effort will be made to schedule sufficient disputes before the mediator so as to ensure a full working day of mediation occurs.
- (3) Each party shall provide the mediator and the other party with a copy of their proposed Job Description and Rating for the job at least ten (10) days prior to the day scheduled for the mediation session.
- (4) Should the parties reach agreement on the job description and the job rating as a result of the mediation process, the terms of such agreement will be recorded in writing, and the job will be considered to have been finally installed on the basis of such agreement effective on the date of such agreement.
- (5) In such event, the job shall be re-assigned to the appropriate wage grade in accordance with Article VI, and the assignment shall become effective from the date such agreement was made at mediation.

- (6) In the event the parties are unable to reach an agreement on the Job Description and Rating in mediation, the mediator shall, within five (5) days of completion of mediation, provide to the parties a recommendation for disposition of any job description and job rating dispute then remaining outstanding together with a statement of the parties' last positions advanced at the end of mediation relative to the appropriate job description and factor levels to be assigned for each factor in dispute. The recommendation shall set forth a job description and the factor level recommended for each factor in dispute and may adopt the City's position or the Union's position or a position proposed by neither the City nor the Union for the job description and each factor in dispute. Within five (5) days of receipt of the mediator's recommendation, the parties shall notify each other in writing of acceptance or rejection of the mediator's recommendation. A failure to notify within the aforesaid time limits shall be deemed to constitute a rejection of the recommendation. Where the Union and the City each accept the recommendation, the job shall be deemed to have been installed on the day of the mediator's recommendation and the job shall be re-assigned to the appropriate Wage Grade in accordance with Article 6, with such assignment becoming effective from the aforesaid date of installation.
- (7) The mediator shall issue a written certification to the parties that mediation has been held and completed and specifying the date agreement on all outstanding issues was reached at mediation, if such is the case.
- (8) The cost of the mediator shall be shared equally by the parties.

**(B) Arbitration**

In the event that the parties cannot agree on the job description and job rating as a result of the mediation process specified in paragraph 5.01(A) hereof, then either party may refer any outstanding dispute relative to the job description and/or job rating to final and binding arbitration in accordance with the procedures set forth in the Collective Agreement. No matter may be submitted to arbitration until the mediation process has been completed as certified in writing by the mediator. Any referral to arbitration must include the proposed Job Description and Rating sought by the referring party.

- 5.02 In all disputes referred to arbitration under Article 5.01(B), the job description dispute shall be heard and determined prior to the job rating dispute being considered by the arbitrator.
- 5.03 Upon determination of the dispute by the arbitrator, the job shall be assigned to the appropriate wage grade in accordance with Article VI, and the assignment shall, subject to Article 5.04, become effective from the date of release of the arbitrator's award finalizing the job rating dispute.
- 5.04 Notwithstanding Article 5.03, in the event the Union has accepted a mediator's recommendation as provided in Article 5.01(A)(6), upon determination of the job description and job rating disputes by the arbitrator, if the arbitrator awards a job description and all factor levels (which were in dispute) in accordance with the mediator's recommendation, then the job shall be assigned to the appropriate Wage Grade in accordance with Article VI, and the assignment shall be deemed to be effective on the day of the mediator's recommendation. Any job description or job rating issues which are agreed to by the parties prior to the arbitrator's award shall not be considered to form part of the mediator's recommendation for the purposes of this Article 5.04.

The mediator's recommendation shall not be disclosed to the arbitrator until following receipt of the arbitrator's award determining the dispute and then only in the event of a dispute concerning the effective date of the Wage Grade assignment arising out of the arbitrator's determination.

- 5.05 In the event of a dispute resulting in arbitration, all job evaluation documentation shall be available for presentation as evidence at the arbitration hearing.
- 5.06 Except as otherwise specifically provided in this Manual, any reference to the word "day(s)" shall mean a calendar day(s). It is the intention of the parties that the time limits herein shall be mandatory. Nothing herein shall preclude the parties from agreeing (in writing) to extend any of the time limits set forth in this Manual.

## ARTICLE VI

### Wage Grades

- 6.01 The job descriptions and ratings, determined in accordance with the foregoing articles of the Manual and Rating Manual apply to assign each job to its appropriate wage grade according to the following point ranges and wage bands.



Appendix "A"

Schedule "B"

Wage Band	Point Minimum	Point Maximum
1	0	159
2	160	204
3	205	249
4	250	294
5	295	339
6	340	384
7	385	429
8	430	474
9	475	519
10	520	564
11	565	609
12	610	654
13	655	699
14	700	744
15	745	789
16	790	834
17	835	879
18	880	924
19	925	969
20	970	1000

**APPENDIX "A"**

**SCHEDULE "C"**

**City/CUPE Local 79**

**Gender Neutral Comparison System**

## **Table of Contents**

	<b>Page</b>
Job Knowledge .....	3
Judgement .....	5
Human Relations .....	6
Responsibilities.....	7
Mental Effort .....	9
Dexterity .....	10
Physical Effort .....	11
Working Conditions.....	12

## **JOB KNOWLEDGE**

This factor measures the typical level of knowledge and skill required in the job. The general and specific knowledge necessary for the job is commonly acquired through some combination of schooling, special courses, on-the-job training and experience. It takes into consideration both the breadth and depth of know-how, however acquired, that are required for the job.

### **Levels**

1. Work requires an understanding of simple written and verbal instructions to perform basic job duties.  
Equivalent: Job duties learned on-the job in less than 6 months.
2. Work requires an understanding of written and verbal instructions in performing a variety of routine tasks.  
Equivalent: Partial Secondary School and 6 months experience to learn job duties.
3. Work requires an understanding of written and verbal instructions of a basic vocational and clerical nature in performing a variety of straightforward tasks.  
Equivalent: Partial Secondary School and 1 year's experience to learn job procedures.
4. Work requires an understanding and application of general vocational/clerical knowledge and skills in performing a variety of complex tasks.  
Equivalent: Secondary School Diploma and up to 1 year's experience or equivalent combination of education/training/experience.
5. Work requires an understanding and application of specialized vocational knowledge and skills in performing detailed procedures and practices in a special field of work.  
Equivalent: Secondary School Diploma plus a 1-year specialized course and up to 1 year's experience or equivalent combination of education/training/experience.
6. Work requires an understanding and application of concepts, principles and methods of a particular field of work.  
Equivalent: Secondary School Diploma plus 2-year specialized course and up to 1 year's experience or equivalent combination of education/training/experience.

## JOB KNOWLEDGE

### Levels

7. Work requires thorough understanding and application of concepts, principles and methods of a complex field of work.  
Equivalent: Secondary School Diploma plus a 3-year specialized course and up to 1 year's experience or equivalent combination of education/training/experience.
8. Work requires thorough knowledge and understanding of general concepts, principles and methods of a highly complex field of work and their application.  
Equivalent: Bachelor's Degree (Honours) and up to 1 year's experience or equivalent combination of education/training/experience.
9. Work requires extensive knowledge and understanding of specialized concepts, principles and methods of one or more highly complex fields of work and their application.  
Equivalent: Bachelor's Degree (Honours) and up to 2 year's experience or equivalent combination of education/training/experience.
10. Work requires broad-based knowledge, thorough understanding and application of specialized concepts, principles and methods of one or more highly complex fields of work.  
Equivalent: Master's Degree and at least 1 year's experience or equivalent combination of education/training/experience.
11. Work requires comprehensive knowledge, thorough understanding and application of specialized concepts, principles and methods of one or more highly complex fields of work.  
Equivalent: Master's Degree and at least 3 year's experience or equivalent combination of education/training/experience.

## **JUDGEMENT**

This factor measures the degree of difficulty in the exercise of judgement in the problem solving and decision-making inherent in the job.

Solution of work problems must be considered within the scope of the job duties.

### **Levels**

1. Limited judgement required. Work assignments involve little or no variety and are repetitive.
2. Judgement is required in the application of established instructions. Work is clearly prescribed and may involve different but related activities.
3. Judgement is required to determine course of action within limits of established procedures and practices. Work is standardized.
4. Judgement is required to determine course of action from available alternatives. Work is diversified, involving interpretation of data or situations to define problems.
5. Judgement is required to develop alternatives and modifications to established processes/programs. Work involves investigation, analysis and a high level of resourcefulness to resolve complex problems.
6. Critical judgement and initiative is required to develop new processes, methods, program, recommendations and solutions to highly complex problems.

## HUMAN RELATIONS

This factor measures the skills required to interact effectively and resolve problems with other staff and with members of the general public or other organizations. Consideration should be given to the nature and purpose of such contacts and the extent to which courtesy, tact, persuasiveness, communication and negotiating skills are required.

### Levels

1. Contacts require courtesy to exchange routine information.
2. Contacts require basic communication skills to provide and explain factual information in response to inquiries and complaints.
3. Contacts require tact, human relations and communications skills to elicit, clarify and interpret information, to convince others of the appropriateness of a position.
4. Contacts require human relations and communications skills to resolve problems of a difficult nature using techniques of persuasion and negotiation.
5. Contacts require human relations, communications, negotiation and/or counselling skills to persuade/motivate persons and/or groups to obtain cooperation/gain agreement.
6. Contacts require critical human relations, communications, negotiation and/or counselling skills to persuade/motivate persons and/or groups to obtain cooperation/gain agreement in complex or sensitive matters or where conflicting interests exist.

## **RESPONSIBILITIES**

This factor measures the responsibility inherent in the job and the achievement of the objectives of the job and the degree to which the job is accountable. Consideration must be given for the results to be achieved, the degree of independent control over the work and the checks and balances in place.

Consider the financial effects, safety and well being of others, the importance and impact to the organization and the public, and direction of others.

### **Levels**

1. Results are limited within the unit and with limited impact. Work is subject to regular checks and close direction by others. Work of others is usually not related to or dependent on this job.
2. Results have some impact in the section or functions' productivity and beyond immediate work area. Work is controlled through routine checks or direction by others.
3. Results have limited impact to the section, function or public. Work can be related to other jobs and methods are monitored for accuracy, adequacy or adherence to established procedures.
4. Results have impact beyond the section or public and moderate impact on services could occur. Work is performed and reviewed for conformity with general standards and accepted practices but not subject to detailed reviews.
5. Results have impact on the Division and/or service to the public. Work is performed in conformity with Divisional operating policies, program goals and established procedures and practices.
6. Results have considerable effect on the Divisional or Departmental programs, services or operating policies and/or to the public at large. Work assignments are performed following general procedures and practices. Results are reviewed in accordance with general operating policies.



## **RESPONSIBILITIES**

### **Levels**

7. Results have serious effect on departmental programs, services or operating policies and the public at large. Results are reviewed for consistency with overall Departmental or Corporate operating policies.
8. Results have long term implications on corporate programs, services or operating policies and the public at large and are not easily reversed.

## MENTAL EFFORT

This factor measures the level of average mental exertion and strain associated with the performance of the job.

Consideration is given to the need to shift attention from task to task, interruptions and distractions, the attention and concentration required and the pressure under which the job is performed.

### Levels

1. **Light mental effort:**

Work may be somewhat repetitious so that there is an occasional need to concentrate, and/or the job is sometimes under pressure.

2. **Moderate mental effort:**

Performs work where there is some variety in tasks but changes are infrequent. There is an intermittent need to concentrate and/or character of work causes a moderate amount of pressure.

3. **Considerable mental effort:**

Performs work where frequent changes in tasks occur. There is a frequent need to concentrate and/or character of work causes frequent pressure.

4. **Heavy mental effort:**

Performs work requiring close concentration most of the time and/or character of work causes considerable pressure.

5. **Very heavy mental effort:**

Performs work requiring a constant need to deal with emergency situations.

## **DEXTERITY**

This factor measures the level of dexterity required by the job. Dexterity is the ability to move the fingers, hands, arms, feet or legs nimbly and accurately, to judge accurately through the sense of touch and the sense of hearing, or to accurately control eye/hand or eye/foot coordination.

### **Levels**

1. Skill required in the coordination of movements.
2. Skill required in the coordination of coarse or fine movements where speed is a consideration.
3. Skill required in the accurate coordination of fine movements where speed is a major consideration.
4. Skill required in the coordination of precise movements where accuracy is a major consideration.

## **PHYSICAL EFFORT**

This factor measures the average physical exertion and strain in the job, required to accomplish the assigned work in the performance of a day's work. Consideration must be given to the degree of physical effort, the continuity or frequency of the effort and the employee's working posture and devices available.

### **Levels**

1. Light activity of frequent duration.  
**OR**  
Moderate activity of occasional duration.
  
2. Light activity of almost constant duration.  
**OR**  
Moderate activity of frequent duration.  
**OR**  
Heavy activity of occasional duration.
  
3. Moderate activity of almost constant duration.  
**OR**  
Heavy activity of frequent duration.
  
4. Heavy activity of almost constant duration.  
**OR**  
Very heavy activity of frequent duration.

## WORKING CONDITIONS

This factor measures the frequency and intensity of exposure to disagreeable conditions under which the work is performed.

It does not consider "situational" characteristics, which are not a function of job responsibilities. (e.g. all employees who work in an old building are exposed to drafts, poor air conditions, etc.)

Consideration must be given to surroundings, environmental conditions, hazards and materials that are inherent in the job, beyond the employee's control and the impact these conditions have on the employee's well being, health or personal safety.

### Levels

1. General office conditions and/or occasional exposure to disagreeable conditions
2. Frequent exposure to disagreeable conditions.
3. Constant exposure to major disagreeable conditions.

### Factor Points and Weightings

Level	Job Knowledge	Judgement	Human Relations	Responsibility	Mental Effort	Dexterity	Physical Effort	Working Conditions
1	26	25	25	30	10	13	13	10
2	49	50	50	60	20	26	26	30
3	72	75	75	90	30	39	39	50
4	95	100	100	120	40	52	52	
5	118	125	125	150	50			
6	141	150	150	180				
7	164			210				
8	187			240				
9	210							
10	233							
11	256							

<b>Skill</b>		
Job Knowledge	256	
Human Relations	150	
Dexterity	52	
<b>Total</b>	<b>458</b>	<b>46%</b>
<b>Effort</b>		
Physical Effort	52	
Mental Effort	50	
<b>Total</b>	<b>102</b>	<b>10%</b>
<b>Responsibility</b>		
Responsibility	240	
Judgement	150	
<b>Total</b>	<b>390</b>	<b>39%</b>
<b>Working Conditions</b>		
	50	5%
		100%

DATE AGREED: February 26, 2020

*Casey Barnett*

For the Union

*Julie Channan*

For the City

*[Signature]*

For the Union

*[Signature]*

For the City

*Mar 13/20*

Date Signed Off

March 13, 2020

Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS  
APPENDIX "C" – TRI-PARTITE MEMORANDUM OF AGREEMENT  
("CARRIAGE OF SENIORITY")**

Add New Memorandum of Agreement Item as follows:

Carriage of Seniority

Upon receipt of a letter from TCEU Local 416 (to be obtained by Local 79) confirming their agreement, the City is prepared to discuss the provisions of Appendix "C" including but not limited to the movement of a Local 79 Part-Time employee to a position covered by the TCEU Local 416 Collective Agreement.

Flow through from the Full-Time Collective Agreement  
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 02, 2020

Casey Barnett  
For the Union

D. Waers-Channan  
For the City

[Signature]  
For the Union

[Signature]  
For the City

Mar 13/20  
Date Signed Off

March 13, 2020  
Date Signed Off