

MEMORANDUM OF SETTLEMENT

BETWEEN:

CITY OF TORONTO
Hereinafter referred to as the "City"

and

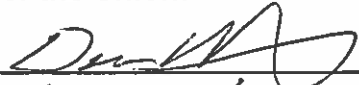
CUPE LOCAL 79 – LONG -TERM CARE HOMES & SERVICES PART-TIME UNIT
Hereinafter referred to as the "Union"

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all proposals made or exchanged in the course of negotiations or otherwise, which are not set out in the attached, are withdrawn on a without prejudice basis to any position the parties may take in any subsequent rounds of bargaining.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 13th day of March, 2020

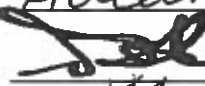
For the Union:




 Jason Egan

 Casey Corrado


 Avaline Miller







 Fred Shilson

For the City:

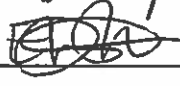



 Sukro Channan






 J. Wolfenbary





 Kathy Pittner

 Kelly B...



**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT
MARCH 13, 2020**

Article 12 – DESIGNATED HOLIDAYS

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 holiday 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.

The floating holidays will be taken within the calendar year in which he/she qualifies and will be taken in a manner that is compatible with the operational requirements of the Home concerned.

Notwithstanding the above, where an employee is unable to take his/her floating holidays within the calendar year in which they were earned because the employee became eligible in December of that year and if the employer is unable to schedule the employee's floating holiday(s) prior to the end of the year due to operational needs, he/she shall have until March 31 of the next year in which to take their floating holiday(s), subject to operational needs.

Flow through from the Full-Time Collective Agreement as appropriate
Flow through to the Unit B Collective Agreement to add one (1) float day as appropriate

Article 16 – SENIORITY

The Parties agree to amend this Clause as follows:

Loss of Seniority

16.02

An employee shall lose all seniority and service, ~~and their employment shall be terminated if:~~

- (i) he/she voluntarily terminates his/her their employment subject to the right to rescind in clause 16.03;
- (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 on-the-scheduled-return-to-work date he/she is recalled to work under the provisions of clause 16.04 16.05;~~

(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 16.04; article 16.05; 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; or

(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~~ when called in, after having agreed to so report; or

(vii) he/she is absent on an unauthorized leave from the City in excess of ~~three (3)~~ seven scheduled shifts from the commencement of absence or he/she is absent without notice to the City in excess of seven (7) scheduled shifts from the commencement of the absence, without 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

Article 17 – JOB POSTINGS

The Parties agree to amend this Clause as follows:

Part-time Employment Opportunities

17.08(a)

Employees who are interested in being considered for a posted part-time opportunities position in another Local 79 part-time bargaining unit, shall apply to ~~externally-posted part-time opportunities positions~~ through the City's ~~external internal~~ job posting portal website.

17.08(b)

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.

17.08(c)

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 ~~2016~~ 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

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT
MARCH 13, 2020**

Article 14A – ILLNESS OR INJURY PLAN

The Parties agree to amend this Clause as follows:

Physicians' Certificates

14A.16 (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 return-to-work and accommodation process.**

14A.16 (b) An employee absent for more than three (3) consecutive shifts shall provide, within three (3) calendar days following their fourth (4th) 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.

14A.16 (c) An employee absent for more than thirty (30) 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) calendar days of absence. The City may request and/ or the employee may provide updated return to work information within the thirty (30) 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 *WJC*

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.

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

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

Article 14B – SICK PAY PLAN

The Parties agree to amend this Clause as follows:

Physicians' Certificates

14B.04 (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 return-to-work and accommodation process.

14B.04 (b) An employee absent for more than three (3) consecutive shifts shall provide, within

three (3) calendar days following their fourth (4th) 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.

14B.04 (c) An employee absent for more than thirty (30) 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) calendar days of absence. The City may request and/ or the employee may provide updated return to work information within the thirty (30) 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 300

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.

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

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

~~(i) provide immediately following each 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.~~

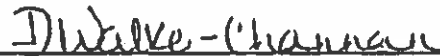
Flow through from the Full-Time Collective Agreement as appropriate


DATE AGREED: March 13, 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
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

For the Union

For the City

For the Union

For the City

March 13, 2020

Date signed Off

March 13, 2020

Date signed off


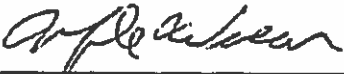


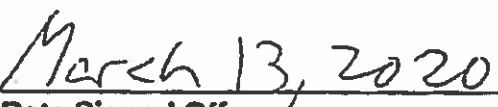
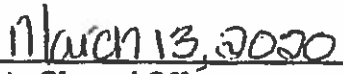
**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT
MARCH 13, 2020**

Article 9 - 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

DATE AGREED: March 13, 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
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT
MARCH 13, 2020**

Article 20 – LEAVE OF ABSENCE

Amend Article 20 as follows:

Pregnancy and Parental Leave

- 20.03 (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.
- 20.03 (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.
- 20.03 (c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 20.03(a), or is granted in accordance with clause 20.03(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.
- 20.03 (d) The City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 15 and shall pay its share of the pension contributions under Article 35 for any pregnancy and/or parental leave taken pursuant to clauses 20.03(a) or 20.03(b), unless the employee elects in writing that he/she does not wish benefit coverage.
- 20.03 (e) Pregnancy and/or parental leave in accordance with clauses 20.03(a) or 20.03(b) shall not involve any expense to the City, except as provided in clauses 9.02 (Increments), 20.03(d), 20.04 and 20.05.
- 20.04 (a) An employee who is eligible for pregnancy leave under clause 20.03(a) or an employee who requests and is granted pregnancy leave under clause 20.03(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,
 - (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 ~~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.
- 20.04 (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.
- 20.04 (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.
- 20.05 (a) An employee who is eligible for parental leave under clause 20.03(a) or who requests and is granted parental leave under clause 20.03(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).
- (ii) For the remainder of such parental 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 the leave of absence, and the sum of his/her 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 20.05(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 outlined in 20.05(a)(i).

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

- 20.05 (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.
- 20.05 (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.
- 20.06 (a) 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.~~

~~(ii) By the average hours worked per pay period in the eighteen (18) pay periods preceding the leave of absence to a maximum of eighteen (18) pay periods, whichever is greater.~~

The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list, which is posted in accordance with clause 16.09 following the employee's return to work.

- 20.06 (b) When a regularly scheduled employee returns from pregnancy and/or parental leave and resumes his/her regular part-time employment, he/she shall receive a payment of thirty dollars (\$30) for each pay period of absence to a maximum of five hundred and forty dollars (\$540). This payment is in lieu of vacation savings pay and is to be paid within two (2) weeks of his/her return to work.

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

DATE AGREED: March 13, 2020

12 M/A
For the Union

aplow/lean
For the City

Jason Ehan
For the Union

D. W. W. - Chairman
For the City

March 13, 2020
Date Signed Off

March 13, 2020
Date Signed Off

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

ARTICLE 3 – RECOGNITION

Amend and Rename this 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**

**PROCESS FOR IDENTIFICATION OF EMPLOYEES AND/OR POSITIONS APPROPRIATE
PLACEMENT INTO FULL-TIME AGREEMENT**


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

DATE AGREED: March 06, 2020



For the Union



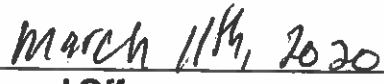
For the City



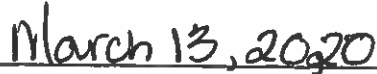
For the Union



For the City



Date Signed Off



Date Signed Off

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

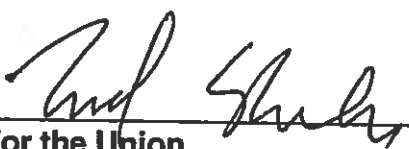
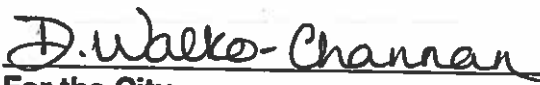


ARTICLE 8 – SEXUAL HARASSMENT

Amend the Clause 8.01 as follows:

8.01

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**

DATE AGREED: March 2, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>MARCH 7th, 2020</u> Date Signed Off	<u>March 13, 2020</u> Date Signed Off

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

**ARTICLE 9 – WAGES AND SALARIES
RECOVERY OF OVERPAYMENT**

Amend Clause 9.10 as follows:

Recovery of Overpayment

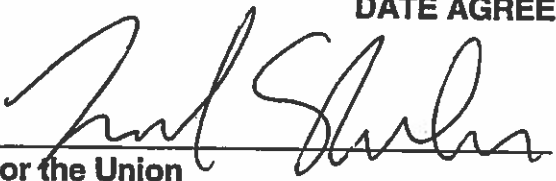



9.10

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 Intent Interim Alternate Processes for clause 9.10, 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**

DATE AGREED: January 15, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
_____ Date Signed Off	<u>Feb 24, 2020</u> _____ Date Signed Off

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

**ARTICLE 9 – WAGES AND SALARIES
LETTER OF INTENT
INTERIM ALTERNATE PROCESSES FOR CLAUSE 9.10**

Amend the LETTER OF INTENT INTERIM ALTERNATE PROCESSES FOR CLAUSE 9.10 as follows:

**LETTER OF INTENT
INTERIM ALTERNATE PROCESSES FOR CLAUSE 9.10**

The parties agree that the following terms will apply ~~commencing as at January 1, 2016, until December 30, 2019~~, 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





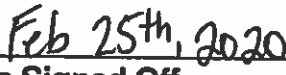
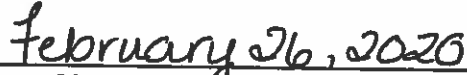
to the Arbitrator should include details of the amount claimed by the City, and its proposed repayment schedule, if one is proposed by the City.

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 9.10 shall apply.

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 City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

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


**ARTICLE 18 – SCHEDULING
LETTER OF INTENT
MAXIMIZATION OF HOURS**

Amend the LETTER OF INTENT MAXIMIZATION OF HOURS as follows:

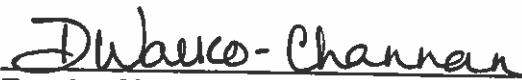
**LETTER OF INTENT
MAXIMIZATION OF HOURS**

The parties agree to meet and discuss the development of language for the maximization of hours for senior part-time staff following the conclusion of the Scheduling and Seniority Study. If the parties are unable to reach agreement the matter shall be referred to ~~Tim Armstrong~~ for mediation.

DATE AGREED: March 08, 2020




For the Union



For the City



For the Union



For the City

March 11th, 2020

Date Signed Off

March 13, 2020

Date Signed Off





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

ARTICLE 18 – SCHEDULING

Add new Letter of Intent as follows:

**LETTER OF INTENT
MINIMUM SHIFT LENGTH**

Subject to regulatory changes around staffing ratios and/or minimum staffing requirements, the City will endeavour, wherever practicable, to provide employees with a minimum shift length of three (3) hours in duration for pre-scheduled work.

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

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


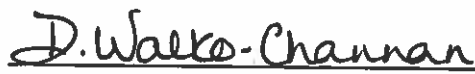


ARTICLE 19 – GRIEVANCE PROCEDURE

Amend the Clause 19.25 - Disciplinary Discussions and Notations as follows:

19.25

Whenever an employee is requested to report for a disciplinary discussion with a supervisor, prior to any disciplinary action being taken, such employee shall be advised of his/her right to a steward or Local 79 representative, as appointed/selected by Local 79 under clause 19.05 to be present at such meeting. Local 79 shall ensure that such representative is available within forty-eight (48) 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**

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

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

ARTICLE 20 – LEAVE OF ABSENCE

Amend the Clause 20.02 as follows:

Jury Duty or Witness Service

20.02


Each employee who is called to serve as a juror or, except as provided in clause 19.16, 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;
- (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 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.

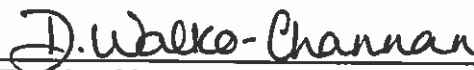
Flow through from the Full-Time Collective Agreement as appropriate

Flow through to all Part-Time Collective Agreements as appropriate

DATE AGREED: March 06, 2020



For the Union



For the City



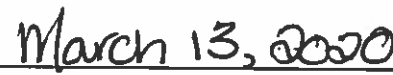
For the Union



For the City



Date Signed Off



Date Signed Off

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

ARTICLE 20 – LEAVE OF ABSENCE

Amend the Clause 20.12 as follows:

Employees Seeking Election to Political Office

20.12

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

MARCH 7th, 2020

Date Signed Off

March 13, 2020

Date Signed Off

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

ARTICLE 20 – LEAVE OF ABSENCE

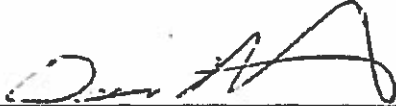



Amend the Clause 20.20 a) – Leave of Absence for Chief Steward and Unit Officers as follows:

Leave of Absence for Chief Steward and Unit Officers

20.20(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 & 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 for fifty percent (50%) of all costs associated with these leaves, with the exception of one (1) full-time Unit Officer leave and one (1) part-time Unit Officer leave, which will be City paid. Local 79 shall remit, forthwith, full reimbursement for the Chief Steward and Unit Officers' wages, vacation, and benefits to the City.~~

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

DATE AGREED: March 13, 2020	
 _____ For the Union	 _____ 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
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT**

ARTICLE 20 – LEAVE OF ABSENCE

Amend the Clause 20.20 a) – Leave of Absence for Chief Steward and Unit Officers as follows:

20.20(a)

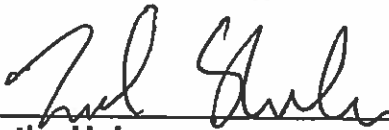
Upon request from Local 79, the City shall provide a full-time leave of absence for the Chief Steward and ~~four (4) three (3)~~ Unit Officers of Local 79, ~~not to be appointed from the same Division.~~ In addition the three (3) Unit Officers representing the Long-Term Care Homes & Services Part-time, 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(s) 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 as appropriate
Flow through to all Part-Time Collective Agreements as appropriate

DATE AGREED: March 08, 2020



For the Union



For the City



For the Union



For the City

March 11th, 2020

Date Signed Off

March 13, 2020

Date Signed Off

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

**ARTICLE 21 – PROTECTIVE CLOTHING, PROTECTIVE CLOTHING EQUIPMENT
AND WEARING OF APPAREL**





Amend the Clause 21.04 as follows:

21.04

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 06, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>March 11th, 2020</u> _____ Date Signed Off	<u>March 13, 2020</u> _____ Date Signed Off

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

**ARTICLE 22- LETTER OF INTENT
HEALTH AND SAFETY POLICIES**

Amend Letter of Intent Health and Safety Polices as follows:

**LETTER OF INTENT
HEALTH AND SAFETY POLICIES**


All ~~d~~-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.

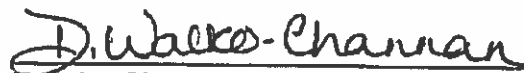
All Divisions within the City shall comply with the Corporate Health and Safety policies that are endorsed by the Central Occupational Health and Safety Co-ordinating Committee and approved by the City Manager ~~Executive Management Team~~.

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

MARCH 7th, 2020

Date Signed Off

March 13, 2020

Date Signed Off

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

ARTICLE 22 – HEALTH AND SAFETY


Add new Letter of Intent as follows:

**LETTER OF INTENT
PAYMENT TO ATTEND HEALTH & 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

March 11th, 2020

Date Signed Off

March 13, 2020

Date Signed Off

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

**ARTICLE 22- LETTER OF INTENT
HEALTH AND SAFETY POLICIES**

Amend Letter of Intent Health and Safety Polices as follows:

**LETTER OF INTENT
HEALTH AND SAFETY POLICIES**

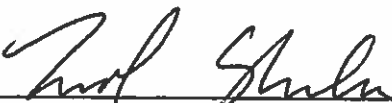
All ~~d~~-Divisional Health and Safety policies will be made available upon request ~~forwarded as developed and implemented~~ to the Central Occupational Health and Safety Co-ordinating Committee.

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

MARCH 7th, 2020

Date Signed Off

March 13, 2020

Date Signed Off

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


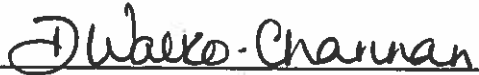


ARTICLE 22 – HEALTH AND SAFETY

Add new Letter of Intent as follows:

**LETTER OF INTENT
PAYMENT TO ATTEND HEALTH & 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 11th, 2020</u> Date Signed Off	<u>March 13, 2020</u> Date Signed Off

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

**ARTICLE 22- LETTER OF INTENT
CRITICAL/SERIOUS INCIDENT OR ACCIDENT**

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 (3rd) 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.

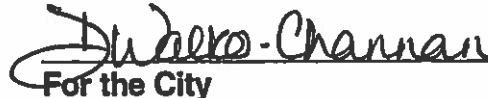
Employee attendance shall be encouraged.

**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

March 11th, 2020

Date Signed Off

March 13, 2020

Date Signed Off

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

ARTICLE 25 – PLURAL

Replace and Rename this Article with the following:


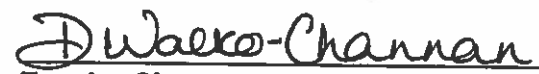


PLURAL/ GENDER

25.01

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
<u>March 11th, 2020</u> _____ Date Signed Off	<u>March 13, 2020</u> _____ Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT
MARCH 13, 2020**

Article 28 - REQUEST FOR TRANSFER



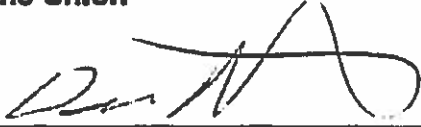
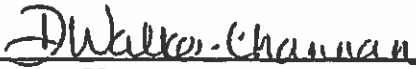
Amend Clause 28.03 as follows:

Rebuilding Or Building A Long Term Care Home

28.03

If the City of Toronto rebuilds a Long Term Care Home or builds a new Long Term Care Home or commences a major renovation that necessitates the movement of residents, full-time staff and part-time staff, the City will meet with Local 79 to review the capital project plans and staff redeployment plan prior to implementation. The staff redeployment plan will include how the multiple criteria of continuity of resident care, recognition of special resident needs and staff seniority will be addressed. The parties will make best efforts to negotiate a mutually acceptable Memorandum of Agreement to guide the redeployment of staff.

Flow through from the Full-Time Collective Agreement

DATE AGREED: March 13, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ 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
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT
MARCH 13, 2020

ARTICLE 30
TRANSPORTATION

Amend Article 30 as follows:

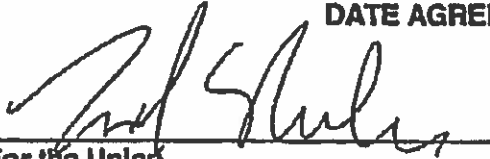
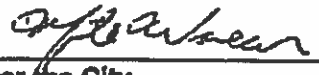
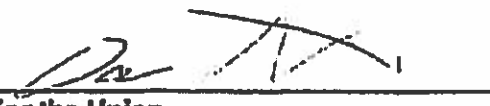

30.01 Whenever an employee is required and/or authorized to use his automobile on the business of the City, the City shall pay to such employee, ~~fifty-two cents (52¢) or the lesser of the rate established by the Canada Revenue Agency (CRA) under section 7308 of the Income Tax Regulations, C.R.C., c.945 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 kilometres in excess of 5,000 per year shall be set annually as the reasonable rate established by the Canada Revenue Agency (CRA) under section 7308 of the Income Tax Regulations, C.R.C., c.945 to ensure that the expense reimbursed is non-taxable income to the employee.

30.02 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 and/or passes for that purpose.

Parking for City Business

30.03 Whenever an employee is required and authorized to use his/her automobile on business of the City, he/she shall be reimbursed for parking costs incurred in the course of such business.

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	
 For the Union	 For the City
 For the Union	 For the City
<u>March 13, 2020</u> Date Signed Off	<u>March 13, 2020</u> Date Signed Off



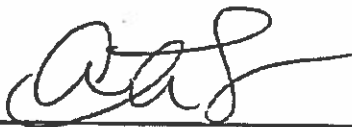
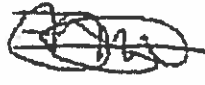
**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT**

**Article 31
MODIFIED WORK PROGRAM**

Amend Modified Work Program for Local 79 Employees:

The parties agree to the changes under Section F, #4 and #6 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

DATE AGREED: March 12, 2020	
<p style="text-align: center;"> _____</p> <p>For the Union</p>	<p style="text-align: center;"> _____</p> <p>For the City</p>
<p style="text-align: center;"> _____</p> <p>For the Union</p>	<p style="text-align: center;"> _____</p> <p>For the City</p>
<p style="text-align: center;">March 13th 2020 _____</p> <p>Date Signed Off</p>	<p style="text-align: center;">March 13, 2020 _____</p> <p>Date Signed Off</p>

City Proposal to Local 79

March 9, 2020

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 entitle
 - 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:

- 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*;
 - 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:
 - Confirms reason for absence;
 - Establishes when the employee is likely to return;
 - If appropriate, advises that modified work is available;
 - 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.
 - 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;
 - 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:
 - 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.
 - Assistance in referral to assessment or treatment resources such as medical specialist, physiotherapy and/or 3rd 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:

- The supervisor, employee and case coordinator discuss the changes;
- The supervisor (or case coordinator) revises the plan and copies all involved parties;
- 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:
 - 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.
 - Assistance in referral to assessment or treatment resources such as medical specialists, physiotherapy and/or 3rd party assessment
 - 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 3rd 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.

- 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 3rd 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
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT**


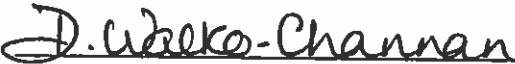
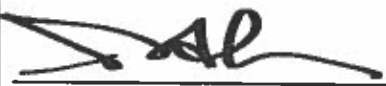

ARTICLE 33 – PRINTING OF THE COLLECTIVE AGREEMENT

Amend the Clause 33.01 as follows:

33.01

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**

DATE AGREED: March 2, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>MARCH 7th, 2020</u> Date Signed Off	<u>March 13, 2020</u> Date Signed Off

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


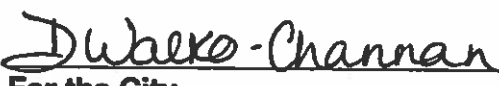


**ARTICLE 36 – PENSIONS AND RETIREMENT
LETTER OF INTENT PENSION FOR LESS THAN FULL-TIME UNION LEAVES**

Delete the LETTER OF INTENT PENSION FOR LESS THAN FULL-TIME UNION LEAVES 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 Pension Benefits 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

DATE AGREED: March 08, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>March 10th, 2020</u> _____ Date Signed Off	<u>March 13, 2020</u> _____ Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE 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 05, 2020



For the Union



For the City



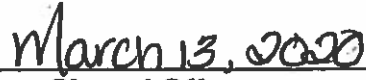
For the Union



For the City



Date Signed Off



Date Signed Off

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


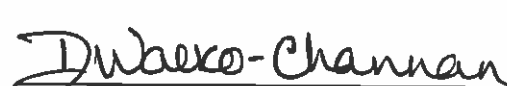




ARTICLE 46 – TECHNOLOGICAL CHANGE

Amend the Clause 46.02 (c) as follows:

46.02 (c)

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 09, 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
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT**






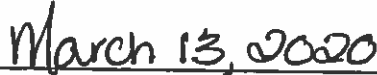
LETTERS OF INTENT

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

DATE AGREED: March 2, 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
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT**

**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 3 – 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

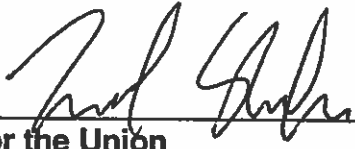
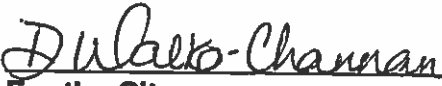


DATE AGREED: March 06, 2020	
 <hr style="border: 0; border-top: 1px solid black;"/> <p>For the Union</p>	 <hr style="border: 0; border-top: 1px solid black;"/> <p>For the City</p>
 <hr style="border: 0; border-top: 1px solid black;"/> <p>For the Union</p>	 <hr style="border: 0; border-top: 1px solid black;"/> <p>For the City</p>
<p style="text-align: center;"><i>March 11th, 2020</i></p> <hr style="border: 0; border-top: 1px solid black;"/> <p>Date Signed Off</p>	<p style="text-align: center;"><i>March 13, 2020</i></p> <hr style="border: 0; border-top: 1px solid black;"/> <p>Date Signed Off</p>

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

**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 14A - ILLNESS OR INJURY PLAN
TRANSITION TO IIP**

Renew Memorandum of Agreement Item - Transition to IIP

Flow through from the Full-Time Collective Agreement

DATE AGREED: January 15, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
_____ Date Signed Off	<u>February 24, 2020</u> _____ Date Signed Off

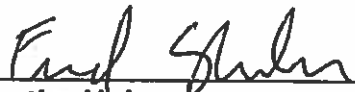
**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT**

**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 14A - ILLNESS OR INJURY PLAN
LUMP SUM PAYMENT IN LIEU OF SPECIAL PAYMENT**

Renew Memorandum of Agreement Item - Lump Sum Payment in Lieu of Special Payment

Flow through from the Full-Time Collective Agreement as appropriate

DATE AGREED: January 15, 2020




For the Union



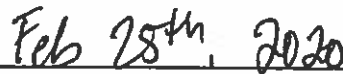
For the City




For the Union



For the City



Date Signed Off



Date Signed Off

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

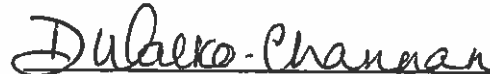
**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 18 SCHEDULING
DESIGNATED HOLIDAY SCHEDULING – PILOT PROJECT PART-TIME LONG-
TERM CARE HOMES & SERVICES EMPLOYEES**

Renew Memorandum of Agreement Item - Designated Holiday Scheduling – Pilot Project Part-Time Long-Term Care Homes & Services Employees

DATE AGREED: January 09, 2020



For the Union



For the City



For the Union



For the City

Date Signed Off

Feb 24, 2020

Date Signed Off

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


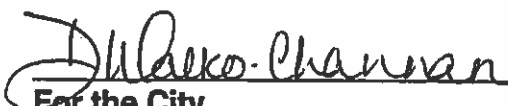


**MEMORANDUM OF AGREEMENT
ARTICLE 18 SCHEDULING
CALL-IN SHIFT REVIEW**

Amend and Renew Memorandum of Agreement Item - Call-in Shift Review as follows:

Call-in Shift Review

1. If an employee has not been offered a call-in shift to which he/she believes he/she was entitled, the employee shall fill in the Call-in Shift Review Form. The Nurse Manager shall make reasonable efforts to schedule a meeting within one (1) week of the request being received and the employee shall have the right to a Local 79 representative.
2. The Nurse Manager shall forward the completed form to the CCIU Manager and request the appropriate tracking form.
3. The Nurse Manager shall then review the tracking form, work schedule, employee availability form and daily complement with the employee to determine whether there has been a scheduling irregularity. If no irregularity exists, the Nurse Manager shall advise the employee and explain how the shift was filled. If an irregularity exists, the Nurse Manager shall take appropriate action.
4. Any disputes arising out of this process shall be initiated at Step 2 of the grievance procedure.
5. The employer shall ensure that employees are aware of the Call-in Shift Review Form and where it is located in each Home.
6. If at any time the parties find it necessary to amend the terms of this Memorandum in order to address any unanticipated matter(s) that may arise, the parties agree to discuss any such matter(s) and provided there is mutual agreement, effect any such amendment(s) that may be appropriate.

This Memorandum of Agreement shall expire on December 30, 20XX.

DATE AGREED: January 15, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union Feb 20/20	 _____ For the City Feb 24, 2020

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

**MEMORANDUM OF AGREEMENT
ARTICLE 18 SCHEDULING
CHANGING AVAILABILITY FOR CONTINUING EDUCATION**

Add New Memorandum of Agreement Item – Changing Availability for Continuing Education as follows:

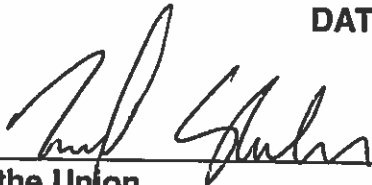
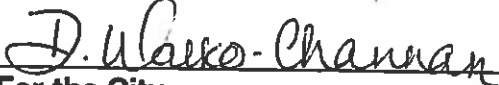


Changing Availability for Continuing Education

An employee who wishes to decrease availability in order to pursue continuing education must submit to their manager:

- Documentary proof confirming their enrolment and, dates, times and duration of courses in continuing education and
- A new availability form

Requests to decrease availability must be submitted by July 1st or November 1st. Such requests will be taken into account for the preparation of the first complete six (6) week schedule in September or January as the case may be. The reduced availability will remain in effect throughout the duration of the continuing education.

Requests for decreased availability due to continuing education shall not adversely affect the operational needs of the Division and shall not be unreasonably denied.

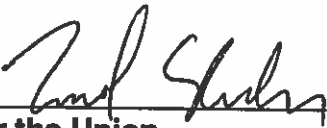
DATE AGREED: January 15, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
February 20/20 _____ Date Signed Off	Feb 24, 2020 _____ Date Signed Off

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

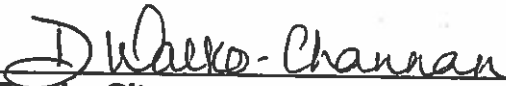
**MEMORANDUM OF AGREEMENT
ARTICLE 18 SCHEDULING
PILOT PROJECT TO EXPLORE REGULAR PART-TIME SCHEDULING**

Renew Memorandum of Agreement Item - Pilot Project to Explore Regular Part-Time Scheduling


DATE AGREED: January 09, 2020



For the Union



For the City



For the Union



For the City

February 20, 2020.

Date Signed Off

Feb 24, 2020

Date Signed Off

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

**MEMORANDUM OF AGREEMENT
ARTICLE 22 HEALTH AND 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**

DATE AGREED: January 15, 2020




For the Union



For the City



For the Union



For the City

February 20, 2020.

Date Signed Off

Feb 24, 2020

Date Signed Off

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

**MEMORANDUM OF AGREEMENT
ARTICLE 22 HEALTH AND SAFETY
DOMESTIC VIOLENCE / INTIMATE PARTNER VIOLENCE POLICY**

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

Domestic Violence / Intimate Partner Violence Policy

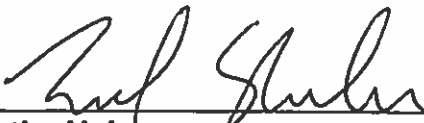
The parties agree that the City's Domestic Violence policy shall continue to be posted electronically.

~~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.~~

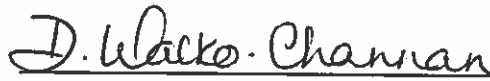
The Occupational Health and Safety section of the People & Equity Division Coordinating Committee will ensure that employees and management are advised when there are policy changes and that appropriate training is provided on the changes. ~~also consider whether training on the Policy would be beneficial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



For the Union




For the City



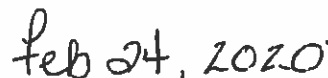
For the Union



For the City



Date Signed Off



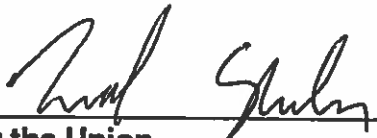


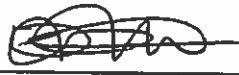
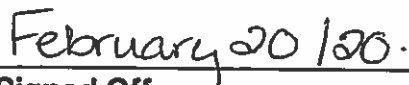
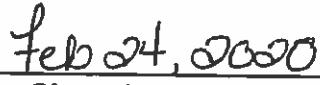
Date Signed Off

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

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
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT**


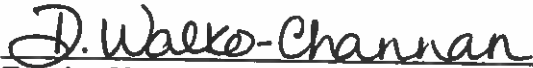


MEMORANDUM OF AGREEMENT ITEMS

Add New: Memorandum of Agreement Item – Carriage of Seniority 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" from the Full-Time Collective Agreement, 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	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u> MARCH 8th, 2020 </u> Date Signed Off	<u> March 13, 2020 </u> Date Signed Off

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





**MEMORANDUM OF AGREEMENT
CORRESPONDENCE TO LOCAL 79**

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

Correspondence To Local 79

The City will ensure that all correspondence directed to CUPE Local 79 other than that related to the Grievance and Arbitration process or as otherwise stipulated in this Collective Agreement, shall be 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

DATE AGREED: January 15, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Feb 25th, 2020</u> Date Signed Off	<u>February 26, 2020</u> Date Signed Off

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

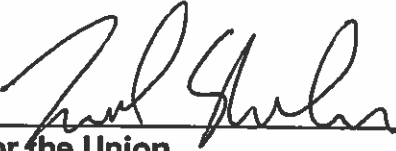
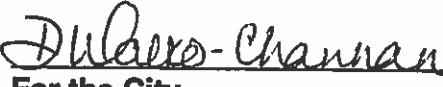

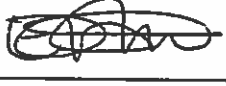
**MEMORANDUM OF AGREEMENT
GENDER NEUTRAL PRONOUNS**

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

Gender Neutral Pronouns

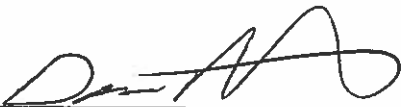


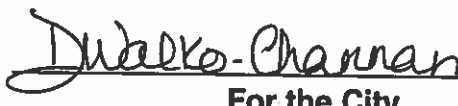
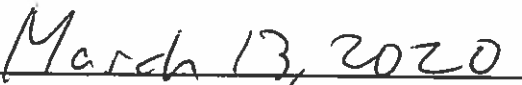
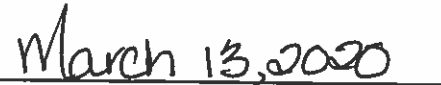
Prior to printing, the parties agree to replace gender specific pronouns with gender neutral pronouns in the Collective Agreement as housekeeping only. In so doing it is not the intent of either party to change the meaning or intent of the predecessor language.

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 City
 _____ For the Union	 _____ For the City
<u>February 20/20</u> Date Signed Off	<u>Feb 24, 2020</u> Date Signed Off

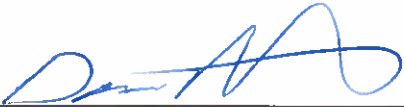


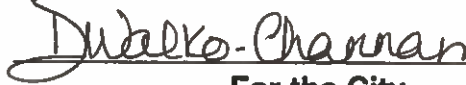

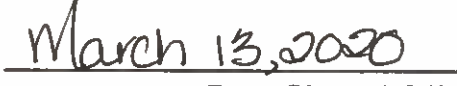
The parties have agreed to the following items:

CUPE Local 79 LTCHS PART-TIME	
Article	Subject
5.02	Union Security
5.08(d)	Union Security
34.01	Change of Address
9.11	Shortage of Pay
45	City of Toronto Policies/ Programs
LOI	Investigation Protocol
LOI	Investigation Protocol/ Grievance and Arbitration Provisions
LOI	Joint Health & Safety Certification Training
LOI	Exploring Means of Ensuring Sufficient Staff in Specific Classifications

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

The parties have agreed to the following items:

CUPE Local 79 LTCHS PART-TIME	
Article	Subject
5.02	Union Security
5.08(d)	Union Security
34.01	Change of Address
9.11	Shortage of Pay
45	City of Toronto Policies/ Programs
LOI	Investigation Protocol
LOI	Investigation Protocol/ Grievance and Arbitration Provisions
LOI	Joint Health & Safety Certification Training
LOI	Exploring Means of Ensuring Sufficient Staff in Specific Classifications

DATE AGREED: March 13, 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
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT**

ARTICLE 5 – UNION SECURITY





Amend Clause 5.02 as follows:

5.02

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
- (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) ~~and~~ contributions are ~~is~~ made, as the case may be; and
- (iv) ~~(ii)~~ continue to make such deductions until this Agreement is terminated; and
- (v) ~~(iii)~~ within 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**

DATE AGREED: February 21, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>March 13th, 2020</u> _____ Date Signed Off	<u>MARCH 13, 2020</u> _____ Date Signed Off

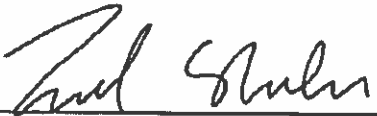



**CUPE LOCAL 79
AND
CITY OF TORONTO
LONG-TERM CARE HOMES & SERVICES PART-TIME UNIT
COLLECTIVE AGREEMENT**

ARTICLE 5 – UNION SECURITY

Amend Clause 5.08(d) as follows:

5.08 (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, and division and, work, ~~telephone numbers 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
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 05, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>March 13th, 2020</u> Date Signed Off	<u>March 13, 2020</u> Date Signed Off

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


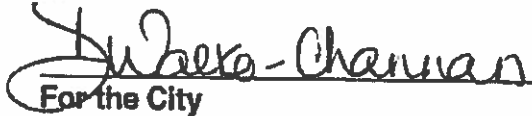


ARTICLE 34 – CHANGE OF ADDRESS

Amend the Clause 34.01 as follows:

34.01

Every employee shall notify the City ~~his/her Home Administrator, by completing the applicable form,~~ of any changes in their address, telephone number, e-mail address and/ or emergency contact, in a format provided by the City, 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
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 05, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
March 13 th , 2020 _____ Date Signed Off	March 13, 2020 _____ Date Signed Off

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

**ARTICLE 9 – WAGES AND SALARIES
SHORTAGE IN PAY**



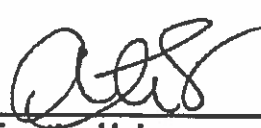
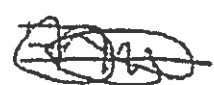
Amend and Rename Clause 9.11 as follows:

Shortage in Pay

9.11

In the event that an employee's pay has a shortage of three (3) hours pay or more and the employee notifies their 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 by 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 Agreement as appropriate

DATE AGREED: March 11, 2020	
<p style="text-align: center;"> _____</p> <p>For the Union</p>	<p style="text-align: center;"> _____</p> <p>For the City</p>
<p style="text-align: center;"> _____</p> <p>For the Union</p>	<p style="text-align: center;"> _____</p> <p>For the City</p>
<p style="text-align: center;">March 13th, 2020 _____</p> <p>Date Signed Off</p>	<p style="text-align: center;">March 13, 2020 _____</p> <p>Date Signed Off</p>

Article 45 – ACCESS TO CITY OF TORONTO POLICIES/PROGRAMS

The Parties agree to amend this Clause as follows:

45.01

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.

45.02

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

45.03

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

~~APPENDIX "C" – Local 79 Protective Equipment, Protective Clothing and Wearing Apparel~~

~~The Parties agree to delete Appendix C.~~

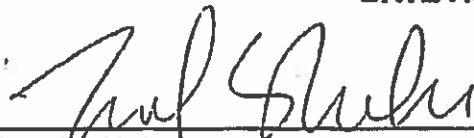
Did not Agree
guc.
[Signature]

CITY OF TORONTO POLICIES


The Parties agree to delete this section of the Collective Agreement as per the proposal for Clause 45.02.

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


For the Union


For the City


For the Union


For the City

13 Mar 2020
Date Signed Off

March 13, 2020.
Date Signed Off

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

**ARTICLE 19 – GRIEVANCE PROCEDURE
LETTER OF INTENT
INVESTIGATION PROTOCOL**

Amend the LETTER OF INTENT INVESTIGATION PROTOCOL 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 provided 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 as appropriate
Flow through to all Part-Time Collective Agreements as appropriate**

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

**ARTICLE 19 – GRIEVANCE PROCEDURE
LETTER OF INTENT
GRIEVANCE AND ARBITRATION PROVISIONS**

Amend and Rename the 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 as appropriate
Flow through to all Part-Time Collective Agreements as appropriate

DATE AGREED: March 10, 2020	
<p style="text-align: center; font-size: 1.2em;"><i>F. Gubler</i></p> <hr/> <p>For the Union</p> <p style="text-align: center; font-size: 1.5em;"><i>[Signature]</i></p> <hr/> <p>For the Union</p> <p style="text-align: center; font-size: 1.2em;"><i>March 13th 2020</i></p> <hr/> <p>Date Signed Off</p>	<p style="text-align: center; font-size: 1.2em;"><i>J. Waters-Channon</i></p> <hr/> <p>For the City</p> <p style="text-align: center; font-size: 1.5em;"><i>[Signature]</i></p> <hr/> <p>For the City</p> <p style="text-align: center; font-size: 1.2em;"><i>March 13, 2020</i></p> <hr/> <p>Date Signed Off</p>

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

**ARTICLE 22- LETTER OF INTENT
JOINT HEALTH AND SAFETY CERTIFICATION TRAINING**

Amend the Letter of intent JOINT HEALTH AND SAFETY CERTIFICATION TRAINING as follows:

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

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 ~~his/her~~ 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


F. Shuler

J. Waters-Channan

For the Union

For the City



~~~~

For the Union

For the City

March 13th, 2020

March 13, 2020

Date Signed Off

Date Signed Off

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

**LETTER OF INTENT
EXPLORING MEANS OF ENSURING SUFFICIENT STAFF IN SPECIFIC CLASSIFICATIONS**

Amend the LETTER OF INTENT EXPLORING MEANS OF ENSURING SUFFICIENT STAFF IN SPECIFIC CLASSIFICATIONS as follows:

**LETTER OF INTENT
EXPLORING MEANS OF ENSURING SUFFICIENT STAFF IN SPECIFIC CLASSIFICATIONS**

The City and Local 79 agree to meet during the term of the Collective Agreement to discuss administratively efficient ways of ensuring sufficient staff are accessible for the purpose of meeting operational requirements in the following classifications: Registered Nurse, Registered Practical Nurse, Personal Support Worker, Recreation Services Assistant, Rehabilitation Assistant and Counsellor. The discussions will strive to balance the operational needs of the Long -Term Care Home and the desire of members of Local 79 Long-Term Care Homes & Services Part-Time unit to have access to additional shifts. The parties acknowledge and agree that the primary objective is to provide the best level of service possible to residents of the Homes.





A joint committee consisting of three (3) Local 79 Representatives and three (3) Management Representatives will be formed for the purpose of exploring options which may assist both the City and the Union in achieving the above stated balance. Time off, with pay, will be granted to the Local 79 Representatives who will include one Registrant and one Programs and Services Representative. The Committee shall meet at the request of either party.

The mandate of the committee will be to consider:

- (i) Scheduling of part-time Recreation Services Assistants, Rehabilitation Assistants, Registered Nurses, Registered Practical Nurses, Personal Support Workers and Counsellors between facilities grouped geographically in which the limited availability of part-time work in an individual facility restricts effective recruitment and retention.
- (ii) The "pool" concept of filling call-in shifts where facilities are grouped geographically for the purpose of allowing movement of Registered Nurses ,and Registered Practical Nurses, Personal Support Workers, Recreation Services Assistants, Rehabilitation Assistants and Counsellors among a specified group of Homes.

The parties agree that the results of any pilot project of the "pool" concept of filling call-in shifts developed and implemented under the expressed mandate will be used to guide further discussions regarding the part-time "pool" concept.

Flow through from the Full-Time Collective Agreement as appropriate

DATE AGREED: February 21, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>March 13th, 2020</u> Date Signed Off	<u>March 13, 2020</u> Date Signed Off