

FINAL

MEMORANDUM OF SETTLEMENT

BETWEEN:

CITY OF TORONTO
Hereinafter referred to as the “City”

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2998
Hereinafter referred to as the “Union”

1. The parties herein agree to the terms of this Memorandum and the attached agreed to items set out herein and in Appendix A, hereto, 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 herein agree that the term of the Collective Agreement shall be from January 1, 2020, to December 31, 2024.
4. The terms and conditions of the attached agreed to items and Appendix A shall become effective at the beginning of the first pay period following ratification by the parties unless otherwise stated.
5. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement and renewal of the Letters of Agreement which expired on December 31, 2019, as amended by the following amendments:

ARTICLE 20 – WAGES

Memorandum Item

The parties agree to a five (5) year term with wage adjustment increases as follows:

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 1.5%, July 1, 2023 0.25% added to base
January 1, 2024 1.75% added to base

For the purpose of clarification, all employees who have left the employ of the City for whatever reason and employees who may have been laid off, shall be eligible for retroactive base pay wage increases on the basis of all hours worked.

Effective January 1, 2020, increase all rates for classifications payable on December 31, 2019, by 1.0%.

Effective January 1, 2021, increase all rates for classifications payable on December 31, 2020, by 1.0%.

Effective January 1, 2022, increase all rates for classifications payable on December 31, 2021, by 1.0%.

Effective January 1, 2023, increase all rates for classifications payable on December 31, 2022, by 1.5%.

Effective July 1, 2023, increase all rates for classifications payable on June 30, 2023, by 0.25%.

Effective January 1, 2024, increase all rates for classifications payable on December 31, 2023, by 1.75%.

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

Article 2.01

This Agreement shall remain in force from the first (1st) day of January, ~~2016~~ **2020**, until and including the thirty-first (31st) day of December, ~~2019~~ **2024**, and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement and both parties shall thereupon negotiate in good faith in respect of the matters which they so propose to change or alter.

6.04 All references to "spouse" in this Collective Agreement shall include ~~common-law, same-sex, or opposite sex partner~~ **all legal spousal partnerships recognized under Ontario law, including common law partners.**

6.05 ~~When the context so requires whenever the singular or masculine is used in this Agreement, it shall be read as if the plural or feminine, respectively, were expressed. Whenever the masculine or singular has been used throughout this Agreement, it shall be deemed to include all expressions of gender identity or the plural where the context so allows or requires.~~

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

11.07 **Where the Employer conducts a formal investigation which may result in discipline against the employee** or when written disciplinary action is being issued to an employee, the employee shall be advised of their right to have a Site Steward or Local 2998 Representative present at **the disciplinary such** meeting. The Union shall ensure that representation is available within twenty four (24) hours of notification of the meeting.

16.02 Employees subject to lay-off shall be provided **twenty-one (21) calendar days'** written notice of lay-off and advised of their entitlements under this Agreement with respect to bumping and recall rights, if any. Any lay-off notice shall be copied to the President of Local 2998 at the same time it is issued to the affected employee.

16.04 The following additional provisions apply to employees other than casual relief staff:

- (i) Employees shall be laid-off in reverse order of seniority within the job title at the respective Community Centre.
- (ii) ~~The Employer shall notify the President of Local 2998 of any proposed lay-offs no later than fourteen (14) calendar days prior to notice being provided to the affected employee.~~
- (iii)-(ii) Upon request of the Union, the parties shall meet within the **fourteen (14) twenty-one (21)** calendar day period referenced above to discuss the proposed lay-off(s).

16.05 (b) The Employer shall provide an up-to-date seniority list to the affected employee at the same time written notice of lay-off is provided, and upon request of the employee, applicable job descriptions. The employee shall submit an up-to-date resume, completed Skills Summary Form, as provided by the Employer, and confirm their intention to bump within **seven (7) fourteen (14)** calendar days of the date of the written notice of lay-off. The confirmation shall be provided in writing to the Executive Director.

18.01 (b) Applicants from within the issuing Community Centre, **who have completed their probationary period**, will be given first consideration and, if no selection is made, consideration will be given to applicants from other Community Centres and finally, if no selection is made, the Community Centre may then consider external applicants.

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

19.01 Employees shall have access to their personnel file, in the presence of their manager at the Centre for the purpose of review. Access to the personnel file shall be provided as soon as it is feasible but no later than ~~two (2) weeks~~ **five (5) working days** following receipt of the request.

20.06

~~Pay Equity and Job Evaluation~~

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

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

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

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

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

Pay Equity

In recognition of its commitment to achieving Pay Equity, the City of Toronto has a number of existing Pay Equity plans; and

In recognition of the parties' mutual commitment to the ongoing process of Pay Equity and to the principle of equal pay for work of equal or comparable value; The parties agree as follows:

(a) The parties agree to abide by the provisions of the Pay Equity Act, R.S.O. 1990, as amended.

(b) The parties acknowledge the need to develop a comprehensive Pay Equity plan that covers all of the centres in the Association of Community Centres and

encompasses all job classifications covered by this bargaining unit pursuant to the Pay Equity Act, R.S.O. 1990, as amended.

(c) Following completion of the current Collective Agreement negotiations, the parties agree to continue to meet with a view to the development of an appropriate process for achieving and maintaining the objectives of the Pay Equity Act, R.S.O. 1990, as amended, including retroactivity, if any, failing which the parties may exercise their rights under the act.

21.03 (b) Where possible, the Employer agrees to provide a minimum of twenty-four (24) hours' notice to employees **working fewer than eighteen (18) hours per week** where a previously scheduled shift is to be cancelled.

21.06 Requests to take lieu time shall be made in writing two (2) weeks in advance of the leave and the Employer shall respond in writing within **five (5) three (3)** working days concerning the approval of the request. In the case of an emergency, the response from the Employer shall be made immediately. No requests regardless of timelines shall be unreasonably denied.

21.09 Where shift schedules are utilized, the Community Centre shall post the shift schedule in a location accessible to employees in the workplace **and send to each affected employee by way of electronic communication.**

Article 26

Amend this Clause as follows:

Extended Health Care Benefits

One-hundred percent (100%) of the premiums:

(a) (1) Semi-private hospitalization – difference between ward and semi-private hospital room;

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

(i) Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules;

(ii) Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription. **The dispensing fee cap for eligible compound drugs shall be twenty-five dollars (\$25) per prescription.**

(iii) Maximum of three hundred dollars (\$300) per person per benefit year for smoking cessation medication;

(iv) Other non-prescription but life sustaining drugs if they have a Drug Identification Number;

(v) Non-generic drugs will be covered if:

(a) there is no generic substitution; or

(b) there are no generic substitutions readily available from the pharmacy of the employee's choice; or

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

Eligible compounds:

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

Ineligible Compounds:

- An ineligible mixture/compound is one which is considered experimental/investigational; or
- A mixture/compound that is contractually excluded under the plan; or

- A compound derived of vitamins and minerals.

(vi) Sclerotherapy drugs to a maximum of fifteen dollars (\$15) per injection.

Add New drug provision:

Apply the following dispensing maximum for Erectile Dysfunction medication:

Effective upon ratification, Erectile Dysfunction medication will be limited to a maximum of forty (40) tablets every three (3) months based on first claim paid, unless there is a medically supported requirement that an employee receive a greater number of tablets.

(3) Private duty nursing at home when medically necessary, to a maximum of twenty-five thousand dollars (\$25,000) per person per three (3) benefit years;

(4) Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or **Registered Massage Therapist masseur in good standing with their respective Colleges** (after OHIP ceases to pay for treatment) to a maximum of four hundred dollars (\$400) per person, per practitioner, per benefit year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of eight hundred dollars (\$800) per person, per benefit year. It is understood that services of the above mentioned **Registered Massage Therapist masseur** will require a prescription from a Physician, Surgeon, ~~or~~ Osteopath in accordance with the Medicine Act, 1991, **or Nurse Practitioner** in order to be eligible for reimbursement.

For prescriptions from an Osteopath, the Osteopath must be a member of an Osteopathic Association.

Note: For clarity, the Employer will apply clause (4) above on the basis that the doubling up of the paramedical benefits pursuant to the clause permits employees to elect to receive a maximum of eight hundred dollars (\$800) for any one (1) paramedical service and four hundred dollars (\$400) for four (4) of the five (5) remaining paramedical services for a maximum benefit of two thousand and four hundred dollars (\$2,400) per person per benefit year. It is understood that services of the above mentioned **Registered Massage Therapist masseur** will require a prescription from a Physician, Surgeon, ~~or~~ Osteopath in accordance with the Medicine Act, 1991, **or Nurse Practitioner every benefit year** in order to be eligible for reimbursement.

(5) Services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per person per benefit year.

Employees in receipt of Long Term Disability (LTD) benefits as of July 11, 2012, shall continue to receive unlimited services of a licensed or registered physiotherapist while they are in receipt of LTD benefits. Upon termination of their LTD benefits, the employee will only be entitled to the services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per benefit year.

(6) **Psychologist Sservices of a licensed psychologist**, to a maximum of **one thousand dollars (\$1,000) three hundred dollars (\$300)** per person per benefit year. **Psychologist services providers are registered psychologists, registered psychotherapists or registered Masters of Social Work (MSW) practitioners who are members of good standing with their respective Colleges.**

(7) Up to four hundred and fifty dollars (\$450) per person in any twenty-four (24) consecutive month period for contact lenses and/or eyeglasses prescribed by an ophthalmologist or licensed optometrist. **This coverage can also be used to cover the cost of laser surgery.** ~~This coverage can also be used towards~~ **In addition, up to eighty dollars (\$80.00) for one (1) routine eye exam every twenty-four (24) consecutive months and/or the cost of laser surgery.**

Benefit plan members may borrow their eyeglass entitlement from the next benefit period in order to apply such amount towards laser eye surgery. Should an employee leave the employ of the City prior to being entitled to the coverage of the second benefit period, the amount owing will be deducted from the employee's final pay cheque.

(8) Hearing aids, including repairs and batteries to a maximum of one thousand and six hundred dollars (\$1,600) per person per three (3) benefit years.

(9) One (1) pair of orthotic devices per person every two (2) benefit years provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall ~~not~~ be limited to **three (3) one (1) pairs** of orthotic devices ~~per person every two (2) per~~ benefit years.

(10) One (1) pair of orthopaedic devices per person every two (2) benefit years provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall ~~not~~ be limited to **three (3) one (1) pairs** of orthopaedic devices per benefit year. Off-the-shelf orthopaedic devices will only be allowed if there is a custom made modification and reimbursement of expenses will be limited to the cost of such modification.

(11) Out of country emergency medical coverage for employees travelling in connection with their job duties.

(12) One (1) prostate specific antigen (PSA) test per person, per benefit year to a maximum of forty dollars (\$40).

(13) One (1) ovarian test (CA125) or (CA12511) per person, per benefit year to a maximum of forty dollars (\$40).

(14) Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan.

Ambulance services, dental services to repair damage to natural teeth and dentures, which start within twelve (12) months of the accident, rental of medical equipment, casts, braces, crutches, etc., (or purchase where appropriate) artificial limbs and eyes, plus other expenses such as wigs, elastic stockings, breast prostheses, etc., to the extent that they are reasonable and do not exceed the limits to be established in the Employer's plans.

(b) The Employer shall provide out-of-province/country coverage for emergency treatment of employees and their dependants. The Employer shall advise members of the claims reporting process at the time they enrol in benefits.

Add NEW Clause:

26.09 If there is a change in carrier, the City shall ensure that the level of benefits will remain unaffected by such change, unless otherwise agreed.

Amend Article 31.05, as follows:

31.05 Pregnancy and/or parental leave shall be provided as follows:

a) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of the Employment Standards Act 2000, R.S.O. 2000, as amended (the "ESA")

(b) For employees who do not qualify under Part XIV of the ESA, Pregnancy and/or Parental Leave without pay, when requested by the employee, shall be granted at the discretion of the Executive Director and if granted shall be administered in accordance with the ESA.

(c) A request for an extension of Parental Leave under clauses 31.05(a) or 31.05(b) may be granted at the discretion of the Executive Director and shall not involve any expense to the Employer. The employee shall retain their seniority.

(d) or employees who are granted a leave of absence in accordance with clause 31.05(a) herein, service and seniority shall continue to accrue for each full pay period of absence, calculated on the average of the total regular hours paid at straight time in the eight (8) pay periods preceding the commencement of such leave, to a maximum of eighty (80) hours per pay period, provided that this accrual of service shall not count toward the completion of a probationary period, as provided in Article 14.

(e) The Employer shall provide coverage and pay its share of the premiums for the applicable benefits as provided for in Article 26 - Employee Benefit Plans and Article 28 - Pensions and Retirement for any period of Pregnancy and/or Parental Leave taken in

accordance with clause 31.05(a), and the employee shall pay their share, if any, unless the employee elects, in writing that they do not wish benefit coverage.

(f) An employee's anniversary date for increment eligibility shall not be adjusted as a result of any period of Pregnancy and/or Parental Leave taken in accordance with clauses 31.05(a) or 31.05(b).

(g) Vacation entitlement will not be reduced as a result of any period of Pregnancy and/or Parental Leave taken in accordance with clauses 31.05(a) or 31.05(b).

(h) Pregnancy and/or Parental Leave taken in accordance with clauses 31.05(a) and 31.05(b) shall not involve any expense to the Employer except as provided for in clauses (e), (f), (g), (j) and (k).

(i) Employees who are granted an extension of Parental Leave in accordance with clause 31.05(c), and wish to continue benefit coverage referred to in Article 26, shall be responsible for paying in advance, by post-dated cheque(s), the full premiums for the benefit coverage chosen. Such employee shall be advised of the cost of the applicable benefits prior to the commencement of Parental Leave. Employee pension contributions (Article 28) during such extension shall be in accordance with the regulations of the applicable pension plan.

Payments During Pregnancy Leave

(j) **Paid Pregnancy Leave**: Employees working eighteen (18) hours or greater per week shall be eligible, provided they are in receipt of Employment Insurance benefits pursuant to Section 30 of the Employment Insurance Act, S.C. 1996, c.23 to the following payments:

(i) or the first two (2) weeks of absence – no pay; and

(ii) for additional weeks of absence up to fifteen (15), payments equal to the difference between **eighty-five percent (85%)** ~~seventy five percent (75%)~~ of the employee's regular rate and the sum of their weekly Employment Insurance Benefits and any other earnings.

Payments During Parental Leave

(k) **Paid Parental Leave**: Employees working eighteen (18) hours per week or greater shall be eligible, provided they are in receipt of Employment Insurance benefits pursuant to Section 30 of the Employment Insurance Act, S.C. 1996, c.23 to the following payments:

(i) for the first two (2) weeks– no pay; and

(ii) for the remainder of such Parental Leave, payments equal to the difference between **eighty five percent (85%)** ~~seventy five percent (75%)~~ of the employee's regular rate and the sum of their 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) weeks if no pregnancy leave), for the period of the sixty-one (61) weeks (minus the two week period outlined in 31.05(k)(i)), the employee shall receive from the Employer 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 31.05(k)(i).

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

(iii) Except that (i) does not apply in the case of an employee who completes their Pregnancy Leave and immediately commences Parental Leave. In accordance with the Employment Standards Act, the Parental Leave of an employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless otherwise provided for under the Act.

Add NEW Clause:

31.XX Personal Illness or Family Emergency Leave

Regularly scheduled employees who work less than eighteen (18) hours per week and have completed more than five hundred and twenty two (522) hours, shall be granted leave of absence with pay for two (2) shifts per year to attend to matters relating to personal illness or family emergency of the following:

- The employee's spouse
- A parent, step-parent or foster parent of the employee or the employee's spouse
- A child, step-child or foster child of the employee or the employee's spouse
- A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- The spouse of a child of the employee
- The employee's brother or sister
- A relative of the employee who is dependent on the employee for care or assistance

An employee taking this leave is required to provide as much notice as possible but not less than one hour prior to their start time. The Employee shall be required to provide the reason for the leave.

Add NEW Clause:

33.03 The Joint Occupational Health and Safety Committee shall post a Workplace Violence Policy at all Community Centers.

Add to Schedule 'A':

The parties agree to incorporate the new wage grades as agreed upon by the joint Job Evaluation Maintenance Committee into the Collective Agreement. It is Understood that this will not result in the requirement to reprint and redistribute the collective agreement during the term of this agreement as provided for in Article 2.01.

Add to Schedule 'B':

The parties agree to incorporate the Gender-Neutral Comparison System as agreed upon by the joint Job Evaluation Maintenance Committee into the Collective Agreement. It is understood that this will not result in the requirement to reprint and redistribute the collective agreement during the term of this agreement as provided for in Article 2.01.

Add to Schedule 'C':

The parties agree to incorporate the Job Evaluation Maintenance Agreement dated March 5, 2020 as agreed upon by the joint Job Evaluation Maintenance Committee into the Collective Agreement.

Add a NEW Letter of Intent: Benefit Claims

Benefit claims for active employees must be submitted to the benefits carrier no later than the end of the twelve (12) month period following the date that the service was incurred. For example, if an employee used a service on July 1, 2020, the employee must submit the claim to the benefits carrier no later than June 30, 2021. The Employer agrees to communicate this change to all affected Local 2998 employees no less than three (3) months prior to implementation.

Amend and Renew the LOI: Harassment Training, as follows:

The Employer will ensure that all Local 2998 members that have not received harassment awareness, **anti-oppression** training will be given such training no later than twelve months following the ratification of this Agreement. It is understood that new employees will receive this training within twelve (12) months of hire date. **The Labour Management Committee may agree to additional refresher training.**

Amend and Renew the LOI: Scheduling, as follows:

Within **(90) one hundred and twenty (120)** days after ratification of the Collective Agreement both parties agree to meet to discuss scheduling in the different work locations. This meeting will identify issues in key areas where scheduling could be improved. The parties agree to examine and create a pilot program in Centre(s) (one or more) to address issues that could be improved.

It is understood that any such pilot **may be implemented at all community centers and** may continue by mutual consent having regard for:

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

DELETE LOI: Job Evaluation

Amend and Renew the LOI: Health and Safety, as follows:

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

DELETE LOI: Paid-Up Life Insurance Benefit

Amend and Renew this Memorandum Item as follows:

Article 18: Employment – City of Toronto Opportunities

The Community Centre will provide employees with an electronic copy of job postings received from the City of Toronto on a weekly basis.

Within ninety (90) days of the ratification of the Collective Agreement, Tthe City will provide the Union with a letter confirming that CUPE Local 2998 represented employees coming within their unit who have applied to a job posting for a bargaining unit position with the City of Toronto (excluding A,B,C's) will have their applications considered prior to considering applicants from the public at large. ~~This letter will not form part of the Collective Agreement.~~

Dated at Toronto this 27th day of February, 2021.

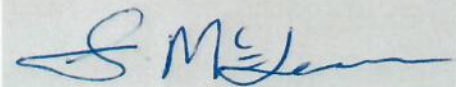
For the Union:



Elaine (Lainey) Little



Humberto da Silva



Shava McLean



Cameron Boyle

For the City (AOCC):



Michael Moran



Kerry Bowser



Danny Anckle



John Carey



Jennifer Arima

S Gapka

Susan Gapka



Glenn Gustafson



Maria Cristina Espina

APPENDIX A

**CITY OF TORONTO PACKAGE OF AGREED TO ITEMS
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Package 2 – January 8, 2021

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- Article 11.05(a) Representation
- Article 18.04 Job Postings
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