

FINAL MEMORANDUM OF SETTLEMENT

BETWEEN:

CITY OF TORONTO
Hereinafter referred to as the "City"

and

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) LOCAL 79
SENIOR SERVICES AND LONG-TERM CARE 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 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. The Union hereby agrees to present the terms of this Memorandum for ratification no later than March 24, 2025.
3. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2025 to December 31, 2028.
4. The parties herein agree that the said Memorandum shall amend the Collective Agreement that expired on December 31, 2024 and become the Collective Agreement between the parties effective January 1, 2025.

Dated at Toronto this 8th day of March 2025



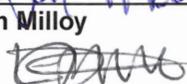
For the Union



Sean Milloy



For the Union



Elizabeth Kamande-Kinyanjui



For the Union



Michelle Rolston



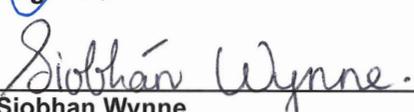
For the Union



Angie Conte



For the Union



Siobhan Wynne



ARTICLE 9 WAGES AND SALARIES

Across-the-Board Wage (ATB) Increases

Four (4) year term with ATBs effective as follows:

- January 1, 2025 – Wage Grades 1-8, \$1.65/ hour added to base
- January 1, 2025 – Wage Grade 9, \$1.60/ hour added to base
- January 1, 2025 – Wage Grade 10 and above 3.95%
- January 1, 2026 – 3.9%
- January 1, 2027 – 3.8%
- January 1, 2028 – 3%

Wage Grade Adjustments

The Parties agree that effective January 1, 2025, the following positions shall be paid at the New Wage Grade below. Existing incumbents will move to the corresponding step in the identified wage grade (e.g. employees at step 1 on the existing wage schedule will move to step 1 on the new schedule). An employee's progression through the grid will continue as normal.

The parties acknowledge and agree that the revised New Wage Grade schedule is being put into place outside of the usual job evaluation process in order to respond to specific skills shortages and pressures in the job market. These changes are without prejudice to the existing job evaluation process and shall not be referenced by either party during any future job evaluation exercises. The original job evaluation ratings of the positions remain proper and valid for all other purposes including pay equity.

Job Title	Current Wage Grade	New Wage Grade
Registered Nurse LTC (TH0179)	12	13
Registered Practical Nurse LTC (TH0181)	8	9

2024 Wage Grade 12

1	2	3	4
\$41.33	\$42.59	\$43.89	\$45.26

2024 Wage Grade 13

1	2	3	4
\$43.58	\$44.89	\$46.31	\$47.75

2024 Wage Grade 8

1	2	3	4
\$33.34	\$34.38	\$35.45	\$36.55

2024 Wage Grade 9

1	2	3	4
\$35.17	\$36.25	\$37.36	\$38.53

Special Market Adjustments:

The parties agree to the following one-time market adjustment for the classifications listed below prior to the application of the applicable across-the-board increase.

Job Title	Job Code/Wage Grade	Adjustment Pre-ATB January 1, 2025
Nurse Practitioner*	TH0462/ WG 16	\$2.50

*This increase is based on the market-adjusted rates agreed to by the parties on January 5, 2023.

Registered Nurse LTC (TH0179) - \$1 added to base on January 1, 2026, prior to the application of the 2026 ATB.

AMEND Letter of Intent 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, ~~2025~~ ~~2020~~, until December 30, ~~2028~~ ~~2024~~, unless terminated by either party, 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 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. 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.
 - (d) If there is no response to the letter, the City will make contact with the Arbitrator (from an agreed to list) to determine a suitable date for hearing. This will be done by email, with a copy to the Union's Recording Secretary and its contact person. The Union will be part of the process of setting a hearing date which will occur within the following thirty (30) working days.
 - (e) Once a hearing date is determined, the City will send the employee a letter, which gives notice of the hearing. The City 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.

ARTICLE 10 PREMIUM PAY PROVISIONS

AMEND clause 10.02 as follows:

10.02

Each employee of the City coming within the Local 79 Unit who, as part of a regularly scheduled work week works on a shift, any part of which, exclusive of overtime, falls within the hours of 7:00 p.m. of any day and 6:00 a.m. of the next following day, shall be paid for all hours worked on such shift, a bonus of one dollar and ~~thirty-five four-cents (\$1.35) (\$1.04)~~ per hour provided that no such bonus shall be paid where premium pay is paid.

AMEND clause 10.05 as follows:

10.05

Where an employee is called in to work a shift on less than one (1) ~~hours' hour's~~ notice, he/she shall be paid for the entire shift, provided he/she reports to the ~~home unit~~ within the first hour of the call.

ADD NEW clause 10.06 as follows:

10.06

Where an employee is reassigned to a new division and lieu time is owed to the employee, they will be paid for that lieu time by the original division. Any pre-scheduled lieu-time or agreement to carry over lieu time will be subject to approval by the new division.

ARTICLE 14A ILLNESS OR INJURY PLAN

AMEND clause 14A.10 as follows:

Refreshing of IIP Hours - January 1st

14A.10(b)

An eligible employee not covered by clause 14A.10(a), who is not actually at work on his/her first shift on or after January 1st and immediately prior has been absent due to illness or injury or unauthorized absence and either in receipt of IIP hours or has exhausted his/her IIP hours, will not receive his/her refreshed IIP hours until he/she has actually returned to work for a period of at least **one hundred and forty seventy (140 70) or one hundred and fifty seventy-five (150 75) or one hundred and sixty eighty (160 80)** aggregate hours, as applicable.

14A.10(c)

An employee covered by clauses 14A.10(b) and 14A.12(b) shall continue to retain any remaining IIP hours from the previous year and any capped sick pay credits, if any, until he/she has returned to work for **one hundred and forty seventy (140 70) or one hundred and fifty seventy-five (150 75) or one hundred and sixty eighty (160 80)** aggregate hours, as applicable.

14A.10(d)

In addition to the objectives set out in clause 15.06, the Benefits Monitoring Committee may address the following issues, in special circumstances:

- (i) refreshing an employee's IIP hours prior to the **one hundred and forty seventy (140 70)** or **one hundred and fifty seventy-five (150 75)** or **one hundred and sixty eighty (160 80)** aggregate hour period referred to in 14A.10(b);

AMEND clause 14A.11 as follows:

IIP Hours Upon Return From Approved Leave

14A.11(b)

When an employee is on an approved leave of absence, for any reason, and returns to work at the end of such leave of absence in a later calendar year, such that he/she did not work during the entirety of at least an entire calendar year, he/she shall retain his/her IIP hours existing at the date of the commencement of the leave, until such time as the employee has worked for a period of at least **one hundred and forty seventy (140 70)** or **one hundred and fifty seventy-five (150 75)** or **one hundred and sixty eighty (160 80)** aggregate hours, as applicable, at which time his/her IIP hours shall be refreshed in accordance with clause 14A.10 above, based on the total hours paid to him/her in the calendar year in which he/she most recently worked.

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

Amend clause 15.01(b)(iv) as follows:

Expedited Process

15.01(b)(iv)(C)

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

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

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

Amend clause 15.01(e) as follows:

15.01(e)

For the purpose of enrolment in any or all of the plans, there shall be one (1) scheduled "open" period per year, from the first (1st) to the **thirtieth fifteenth (30th 15th)** day inclusive in the month of **November December** of each year.

Amend clause 15.01(f) as follows:

15.01(f)

Prior to the beginning of the "scheduled open period" in **November December**, each employee will receive a summary of the hours he/she has worked in the previous eight (8) pay periods and a summary of the amount of both the employer's and the employee's portion for each benefit.

Amend clause 15.01(h) as follows:

15.01(h)

The open period for a new employee shall be for the ~~four~~ **two** (4 ~~2~~) weeks following the pay period in which the employee becomes eligible subject to clause 15.01(a), and coverage shall commence on the first day of the month following enrolment. **Applications will only be accepted electronically.**

**ARTICLE 16
SENIORITY**

AMEND clause 16.10 as follows:

Movement Between Bargaining Units

16.10

An employee covered by ~~any Local 79 City of Toronto the Unit B or the Recreation Workers Part-Time Agreement, who moves to a part-time position covered by this~~ Collective Agreement, shall carry **their** ~~his/her~~ seniority/service as calculated in ~~their his/her~~ respective Collective Agreement.

**ARTICLE 17
JOB POSTINGS**

AMEND clause 17.01 as follows:

Job Postings to the Full-Time Bargaining Unit

17.01

Employees covered by this Agreement shall have access to the job posting procedure as set out in Article 15 (Job Postings) of the Local 79 Full-Time Collective Agreement as appended to this agreement. (Appendix B).

Should a reversion under clause 15.14(a) in the Local 79 Full-Time Collective Agreement be necessary or requested by an employee who was employed in the Local 79 Part-Time Long-Term Care Homes & Services bargaining unit immediately prior to accepting a position in the Local 79 Full-Time bargaining unit, the employee shall be reverted to his/her former classification in the Local 79 Part-Time Long-Term Care Homes & Services bargaining unit, and shall be credited to him/her the service standing to his/her credit at the time of reversion, including such service earned in the Local 79 Full-Time bargaining unit immediately prior to such reversion. Such service shall be designated as the employee's seniority consistent with the provisions of Article 16 of the Local 79 Part-Time Long-Term Care Homes & Services Collective Agreement.

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

During the period between the date of the employee's reversion and the beginning of the next schedule following the reversion, the employee shall be given priority for any call-in work within his/her classification in their work unit, with the objective that, to the greatest extent possible, the employee is given the opportunity to work the hours they had worked prior to his/her promotion or appointment to a position in the Local 79 Full-Time Collective Agreement. **Only one reversion may be requested by the employee per calendar year.**

AMEND clause 17.02 as follows:

Temporary Full-Time Assignments

17.02(a)

When a temporary full-time assignment is determined to be available and is expected to be less than twelve (12) months in duration, the temporary full-time assignment shall be posted in the Home(s) involved, and applicants who are regularly scheduled part-time employees working in the same position classification in the Home(s) in which the opening occurs, shall be given first consideration for the temporary full-time assignment on the basis of seniority and suitability for the temporary full-time assignment. If the temporary full-time assignment is expected to be greater than twelve (12) months in duration, then the provisions of the Full-Time agreement shall apply.

17.02(b)

In the event that the temporary full-time assignment is not filled by an employee working within the Home(s) in which the opening occurs, the temporary full-time assignment shall be posted in all Homes, and next consideration shall be given to applicants who are regularly scheduled part-time employees working in the same position classification in the bargaining unit on the basis of seniority and suitability for the temporary full-time assignment.

AMEND clause 17.03 as follows:

17.03

When a temporary full-time assignment is filled, the name and seniority of the successful applicant shall be posted in the Home(s) where the assignment is filled.

**ARTICLE 18
SCHEDULING**

AMEND clause 18.03 as follows:

18.03(a)

Once the City has made up its part-time work schedule for ~~any identified work unit within a each~~ Home, the regular shift schedules so established shall, among the employees who are **suitable to work in the assigned area/unit assigned to the respective units** and who demonstrate current and substantial availability, be distributed by seniority within classifications, unless reasonably, it could be shown that such distribution is not practical. Where it is determined eight (8) hour shifts are available, senior employees shall be given preference in the assignment of available eight (8) hour shifts. This clause is not applicable to call-in work.

18.03(b)

For those classifications that are 40 hours per week the following shall apply:

- (i) Where practicable and subject to available work and in accordance with the employees' availability, employees in the top (first) twenty-five percent (25%) of the seniority list for the classification **in each home on each unit** shall be prescheduled at least eight (8) eight (8) hour shifts per pay period in order of seniority.
- (ii) Where practicable and subject to available work and in accordance with the employees' availability, employees in the second twenty-five percent (25%) of the seniority list for the classification **in each home on each unit** shall be prescheduled at least six (6) eight (8) hour shifts per pay period in order of seniority.

- (iii) Where practicable and subject to available work and in accordance with the employees' availability, employees in the ~~remaining fifty third twenty-five~~ percent (50 ~~25~~%) of the seniority list for the classification ~~in each home on each unit~~ shall be prescheduled at least four (4) eight (8) hour shifts per pay period in order of seniority.
- ~~(iv) Where practicable and subject to available work and in accordance with the employees' availability, employees in the fourth twenty-five percent (25%) of the seniority list for the classification on each unit shall be prescheduled at least three (3) eight (8) hour shifts per pay period in order of seniority.~~
- (v) For those classifications that are thirty-seven and a half (37.5) hours per week:
- (a) shall read eight (8) seven and a half (7.5) hours shifts per pay period in order of seniority; and
 - (b) shall read six (6) seven and a half (7.5) hours shifts per pay period in order of seniority; and
 - (c) shall read four (4) seven and a half (7.5) hours shifts per pay period in order of seniority; and
 - ~~(d) shall read three (3) seven and a half (7.5) hours shifts per pay period in order of seniority.~~
- (vi) For those classifications that are thirty-five (35) hours per week:
- (a) shall read eight (8) seven (7) hours shifts per pay period in order of seniority; and
 - (b) shall read six (6) seven (7) hours shifts per pay period in order of seniority; and
 - (c) shall read four (4) seven (7) hours shifts per pay period in order of seniority; and
 - ~~(d) shall read three (3) seven (7) hours shifts per pay period in order of seniority.~~
- (vii) When a call-in shift becomes available with less than twenty-four (24) hours' notice, it will be offered to those part-time employees within the classification within the ~~home work unit~~:
- (a) Who have demonstrated current and substantial availability;
 - (b) ~~Provided the employee is suitable, W~~whose availability form shows that he/she is available for that shift;
 - ~~(c) Provided the employee is suitable and has not indicated to his/her supervisor in writing that they are unable or unwilling to work on a specific unit/assignment; and~~
 - (d) First to the most senior available part-time employee within the classification ~~in the home on the unit~~. If this does not result in filling the shift, the Manager/Designate will determine if a delay in the filling of the shift will result in significant negative resident outcome. If yes, the Manager/Designate will contact the employee(s) within the classification ~~in the home on the work unit~~ known to be most likely to fill the shift and the shift will be offered to this employee(s). If no, then the shift will be filled in seniority order within the classification on the work unit.
- (vii) When a call-in shift is known to be available with more than twenty-eight (28) hours' notice prior to the commencement of that shift, the City will schedule the shift to the most senior available part-time employee within the classification ~~in the home on the work unit~~ whose availability form indicates available to work. The City will then contact the employee. If there is no answer at the primary telephone number provided by the employee, a message will be left for the employee that he/she has been booked for the shift. He/she must call back within four (4) hours of the message being left to confirm acceptance of this shift. If the employee refuses the shift or fails to call back within four (4) hours of the message being left, confirming acceptance of the shift, the City will fill the shift in accordance with 18.03(b)(vii).

18.03(c) The City shall have regard for seniority when ~~scheduling employees in each Long-Term Care home selecting employees for specific work units.~~

AMEND clause 18.05 as follows:

18.05

All part-time employees are required to complete and submit an availability form prior to being assigned pre-scheduled work and/or call-in work. Part-time employees may increase availability at any time by submitting a new availability form. Changes in availability will be taken into account for the preparation of the next six (6) week schedule following receipt of the notice of change.

Employees **that have completed their probationary period** may decrease availability only during the months of March and September by submitting a new availability form. Changes in availability will be taken into account for the preparation of the next six (6) week schedule following receipt of the notice of change.

AMEND clause 18.06 as follows:

Temporary Full-Time Assignments Blocks

18.06(a)

Notwithstanding the provision of clause 1.01 (a), where it is known that a full-time employee will be absent for a period of five (5) full-time shifts or more in the period covered by the currently posted schedule, the resulting work will be offered as a block in order of seniority to the employees in the classification in the **home unit**. Where it is known that a full-time employee will be absent for a period of five (5) shifts or more in the period covered by the currently posted schedule, and that absence will continue into the next posted schedule, the resulting work will be filled as a temporary full-time assignment in accordance with clause 17.02.

- (i) Should it become known that a full-time employee will be absent for a period of five (5) full-time shifts or more in the period covered by the currently posted schedule and will be returning within the first five (5) full-time shifts of the next posted schedule, the work may be offered as a block in order of seniority to the employees in the classification **in the home on the unit**.
- (ii) Should the absent full-time employee not return within the first five (5) full-time shifts of the subsequent schedule, the resulting work will be filled as a temporary full-time assignment, and the block will be extended until the temporary full-time assignment is filled in accordance with clause 17.02.

18.06(b)

Notwithstanding the above, employees who are assigned to a temporary full-time assignment shall be assigned their scheduled days off in accordance with existing policies for full-time employees.

AMEND and RENEW Letter of Intent Minimum Shift Length 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 **four-three (43)** hours in duration for pre-scheduled work.

**ARTICLE 20
LEAVE OF ABSENCE**

AMEND clause 20.01 as follows:

20.01(a)

An employee who is absent from work solely due to the death and/or funeral of his/her father, mother, father-in-law, mother-in-law, step parents, son, daughter, brother, sister, step children, step brothers, step sisters, same sex partner, **their Indigenous Elder(s)**, husband or wife (including common law partner) of such employee, shall be compensated for scheduled hours missed by him/her (by reason of such absence) at his/her regular rate of pay for five (5) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.

AMEND clause 20.06 as follows:

20.06(a)

Effective September 1, 2025, during ~~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.

~~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.~~

ADD NEW clause 20.20(b) 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) Unit Officers of Local 79. 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) days per week. The leave of absence for the Chief Steward and Unit Officers shall result in no loss of seniority.

(b)The Union shall ensure that employees on leave in accordance with Article 20.20(a) record their time and attendance in accordance with the Collective Agreement. Vacation will be taken and managed in accordance with the Collective Agreement. In no circumstances will an employee be paid out for unused vacation.

However, the normal vacation to which the employee may be entitled for the previous year's service may be taken, at the employee's option, prior to the effective date of retirement as a final payment in lieu of vacation with pay upon retirement.

**ARTICLE 22
HEALTH AND SAFETY**

DELETE Letter of Intent as follows:

Letter of Intent
Health and Safety Summit

~~The City agrees to work with the two (2) full-time Local 79 Health and Safety Representatives (appointed as per clause 22.04) to organize a Health and Safety Summit which will be held once during the term of the Collective Agreement. The parties may, by mutual agreement, hold additional Summits.~~

~~The purpose of the Summit will be to jointly review initiatives, problem solve and discuss strategies and in addition, strategies for targeting zero injuries and accidents.~~

~~The City will grant paid leave of absence for attendance at the Health and Safety Summit for one Local 79 member of each City of Toronto Health and Safety Committee as elected/selected by the Local 79 members of the Committee. Local 79 and the City will share equally any additional costs of the day which are agreed to by the parties.~~

ARTICLE 28 REQUEST FOR TRANSFER

ADD NEW clause 28.01(e) as follows:

28.01(e)

A probationary employee shall not have the right to submit a transfer request until such time as they have completed their probationary period.

ARTICLE 29 WORKPLACE SAFETY AND INSURANCE BENEFITS

AMEND clause 29.03 as follows:

29.03

Effective September 1, 2025, Notwithstanding anything herein contained in this Agreement, where an employee is absent due to a compensable injury, such employee shall, ~~upon his/her return to work~~, receive a seniority credit for such absence. Such seniority credit shall be calculated on the basis of the employee's average number of paid hours per pay period during the eight (8) full pay periods immediately preceding the date of the accident. For the purposes of clarity, a full pay period missed will be credited with the average number of paid hours as calculated above. Where less than a full pay period is missed, seniority shall be credited for days scheduled and not worked.

ARTICLE 32 TERM OF AGREEMENT

AMEND clause 32.01 as follows:

32.01

This agreement shall remain in force from the 1st day of January, 2025~~0~~ until and including the 31st day of December, 2028~~4~~ 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.

**ARTICLE 36
PENSIONS AND RETIREMENT**

AMEND clause 36.01 as follows:

36.01

Each ~~part-time~~ employee ~~who works other than on a continuous full-time basis~~ shall be eligible to join the OMERS pension plan effective the date of their employment. ~~On January 1st following any two (2) consecutive calendar years where, in each year, such employee:~~

- ~~(i) has earned at least 35% of the Year's Maximum Pensionable earnings (YMPE) under the Canada Pension Plan, or~~
- ~~(ii) has been paid or deemed to have been paid 700 hours.~~

ADD NEW clause 36.xx

36.xx

In the event that during the term of this collective agreement there is any change in OMERS policies or practices, the parties agree that the city shall immediately implement such changes and the terms of this collective agreement shall be deemed to have been amended. For purposes of clarity in the event there is a conflict with any existing terms in the agreement, the changes in OMERS shall prevail and apply.

ADD NEW clause 36.xx

36.xx

If an employee continues on WSIB after the first day of the fifth month following the date of disability, and the employee is not approved for an OMERS disability waiver or declines the OMERS disability waiver benefit, the employee and the employer will continue making their normal pension contribution based upon an average of their paid hours provided they have qualified for sick pay/ IIP hours. This clause shall apply until the earlier of the date the employee returns to work, ceases employment or the WSIB benefits cease.

MEMORANDUM OF AGREEMENT ITEMS

RENEW MEMORANDUM OF AGREEMENT as follows:

Article 12

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

RENEW AND AMEND MEMORANDUM OF AGREEMENT as follows:

**Article 18
SCHEDULING**

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

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

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

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

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

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

RENEW MEMORANDUM OF AGREEMENT:

**Article 22
HEALTH AND SAFETY
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 Division 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.

ADD NEW MEMORANDUM OF AGREEMENT as follows:

**Article 9
WAGES AND SALARIES
Memorandum of Agreement
Nurse Recent and Related Experience**

A Nurse hired by the City with recent and related experience may claim, at the time of hiring, on a form supplied by the Division, consideration for such experience. The nurse shall co-operate with the City by providing verification of previous experience so that their recent related clinical experience may be determined and evaluated during their probationary period. Where, in the City's opinion, such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification, up to the maximum of the wage schedule, on the completion of the employee's probationary period.

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time nursing position, then the number of years of related experience to be recognized if any, shall be at the discretion of the City. Any wage adjustments will be effective at the commencement of the next pay period, following the completion of the evaluation. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

ADD NEW MEMORANDUM OF AGREEMENT as follows:

**Article 17
JOB POSTINGS
Part-Time Reversion**

When a City of Toronto Local 79 part-time employee is successful in attaining a part-time opportunity in the Senior Services and Long Term Care Homes Local 79 Part-Time bargaining unit through the job posting process, the employee will be subject to a thirty (30) shift assessment period, or up to a maximum of 4 months, whichever comes first.

After an employee has worked ten (10) shifts in the new position, a performance review will be conducted by their supervisor. Should the supervisor concerned determine that a reversion is necessary, or a reversion is requested by the employee, the employee shall be reverted to their former classification and Division if available.

Notwithstanding anything to the contrary in this agreement, the Employer shall have the exclusive right to effect such a reversion within the thirty (30) shift assessment period, or up to a maximum of 4 months, whichever occurs first.

Should an employee wish to revert to their former classification and Division within the thirty (30) shift assessment period, or up to a maximum of 4 months, whichever occurs first, they must advise their supervisor in writing of their desire to do so prior to the completion of the assessment period.

Only one reversion may be requested by the employee per calendar year.

ADD NEW MEMORANDUM OF AGREEMENT as follows:

**Article 18
SCHEDULING
Memorandum of Agreement
Home-Wide Scheduling**

The parties agree to meet within ninety (90) days of ratification of the Collective Agreement to discuss the implementation of Home-Wide scheduling including the effective date and Blocks.

ADD NEW MEMORANDUM OF AGREEMENT as follows:

**Article 19
Memorandum of Agreement
Expedited Grievance Procedure**

The parties agree to meet within ninety (90) days of the ratification of the Collective Agreement for the purpose of implementing a pilot project in one of the following divisions, i) Court Services or ii) Legal Services to be mutually agreed upon by the parties. The pilot project will reduce the number of steps in the grievance process by one (1), to expedite the hearing and processing of grievances. Once it is determined in which division the pilot project will be implemented, the parties agree the pilot project will run for a period of six (6) months only. After the six (6) month period, the parties commit to meeting to review and assess the success and challenges encountered during the pilot. After having met to assess the success and challenges, the parties may mutually agree to expand or renew the pilot project.

ADD NEW Letter of Intent as follows:

**Letter of Intent – Multi-Site Scheduling
LETTER OF INTENT
MULTI-SITE SCHEDULING**

The City agrees to explore the feasibility of multi-site scheduling. At this point the City does not have the technology suitable to facilitate multi-site scheduling. Once the City is willing to implement multi-site scheduling, the City and the Union will meet to discuss:

- the classification(s) to which the multi-site schedule(s) shall apply;
- the pools of Homes where the multi-site schedule(s) shall operate.

Failing agreement, the City shall establish the classifications and pools of Homes. Once established, the parties will meet to establish a process to implement multi-site scheduling based on the following principles:

1. Employees may choose to participate in multi-site scheduling within their defined pool.
2. Employees participating must demonstrate current and substantial availability.
3. Employees choosing to opt-in or opt-out of multi-site scheduling shall submit a new availability form in accordance with Article 18.05.
4. Pre-scheduled and call-in work will be offered to employees within the base home first.
5. The Division may cease the multi-site schedule(s) with notice to the Union and to impacted employees nine (9) weeks prior to the start of the next schedule cycle.

Failing agreement, the parties will remit the process to interest arbitration for final resolution.

HOUSEKEEPING ITEMS

AMEND the Collective Agreement as follows:

Where 'Human Resources' appears in this Collective Agreement it shall be replaced with '**People & Equity**' in all instances throughout the agreement.

Letters of Intent

This confirms that all letters of intent are renewed unless otherwise amended or deleted herein.

APPENDIX A

**CITY OF TORONTO AGREED TO ITEMS
TO THE CUPE LOCAL 79 SENIOR SERVICES AND LONG-TERM CARE PART-TIME
COLLECTIVE AGREEMENT
MARCH 8, 2025**

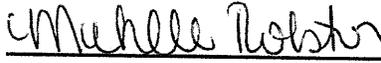
AGREED ITEM	DATE AGREED
Renew Memorandum of Agreement Item - Placement of Part-Time Employees in the Full-Time Collective Agreement – Non-Correlate Classifications	January 7, 2025
Renew Memorandum of Agreement Item – Article 18 Changing Availability for Continuing Education	January 7, 2025
Renew Memorandum of Agreement Item – Bulletin Boards	January 7, 2025
Renew Memorandum of Agreement Item – Correspondence to Local 79	January 7, 2025
Renew Memorandum of Agreement Item – Gender Neutral Pronouns	January 7, 2025
Renew Memorandum of Agreement Item – Private Duty Nursing	January 7, 2025
Renew Memorandum of Agreement Item – Pilot Project to Explore Regular Part-Time Scheduling	January 7, 2025
Renew Memorandum of Agreement Item – Article 14A- Illness and Injury Plan – Transition to IIP	January 7, 2025
Delete Letter of Intent – Maximization of Hours	January 7, 2025
Delete Letter of Intent – Posting of Schedules	January 7, 2025
Amend Letter of Intent – Seniority Provisions for Temporary Full-Time Assignments To The Full-Time Bargaining Unit Outside the Long-Term Care Homes & Services Division	January 7, 2025
Add NEW Memorandum of Agreement – Expedited Arbitration	February 27, 2025
(Housekeeping) Replace 'Executive Director of Human Resources' with 'Chief People Officer'	February 20, 2025
Add NEW Letter of Intent – Multi-Site Scheduling	March 7, 2025
Renew Memorandum of Agreement - Carriage of Seniority	March 7, 2025
Renew Memorandum of Agreement - Process for the Identification of Employees and/or Positions Appropriate Placement Into the Full-Time Agreement	March 7, 2025
Renew Memorandum of Agreement - Joint Benefits Committee	March 7, 2025
Renew Memorandum of Agreement - Crisis Prevention Intervention Training	March 7, 2025
Renew Memorandum of Agreement – Extended HealthCare/Dental/Group Life & Long-Term Disability Insurance	March 7, 2025
Renew Memorandum of Agreement - Admin Practices- Private Duty Nursing	March 7, 2025
Renew Memorandum of Agreement - Call-in Shift Review	March 7, 2025
Renew Memorandum of Agreement - Call-in Shift Review Pilot Project Process	March 7, 2025
Renew Memorandum of Agreement – Domestic Violence and Intimate Partner Violence Policy	March 7, 2025

**CUPE LOCAL 79
AND
CITY OF TORONTO
SENIOR SERVICES & LONG TERM CARE PART – TIME UNIT
COLLECTIVE AGREEMENT
HOUSEKEEPING**

Amend the Collective Agreement as follows:

The Union agrees to replace “Executive Director of Human Resources” with “Chief People Officer” In all instances throughout this agreement.

Flow through from the Full – Time Collective Agreement.

DATE AGREED: February 20th, 2025	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>March 2, 2025</u> _____ Date Signed Off	<u>March 3/25</u> _____ Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS
EXPEDITED ARBITRATION**

The parties agree that the following amendments will form part of the January 1, 2025, renewal agreement. In the event the parties are unable to reach a freely negotiated final settlement on a renewal agreement, the parties agree that these amendments will be forwarded to an Interest Arbitrator to be included as part of their award.

ADD NEW Memorandum of Agreement Item – Expedited Arbitration as follows:

**Article 19
GRIEVANCE PROCEDURE
Memorandum of Agreement
Expedited Arbitration**

The parties agree to meet within ninety (90) days after the ratification of the collective agreement for the purpose of jointly implementing an expedited arbitration process that shall include but not be limited to the following:

- i. Identification of grievances suitable for expedited arbitration
- ii. The option of scheduling multiple grievances to be heard by an arbitrator on a single day
- iii. Establish a list and/or process to select Arbitrators for Expedited Arbitration

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

DATE AGREED: FEBRUARY 4, 2025

M. Y. Abdullahi
For the Union

Michelle Robson
For the City

[Signature]
For the Union

[Signature]
For the City

March 2, 2025
Date Signed Off

Feb 27/25
Date Signed Off

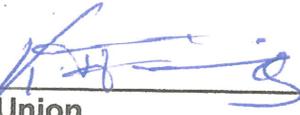
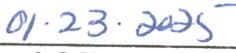
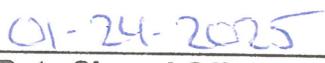
**CUPE LOCAL 79
AND
CITY OF TORONTO
SENIOR SERVICES AND LONG-TERM CARE HOMES PART-TIME UNIT
COLLECTIVE AGREEMENT**

MEMORANDUM OF AGREEMENT ITEMS

**ARTICLE 18
CHANGING AVAILABILITY FOR CONTINUING EDUCATION**

The parties agree that the following amendments will form part of the January 1, 2025, renewal agreement. In the event the parties are unable to reach a freely negotiated final settlement on a renewal agreement, the parties agree that these amendments will be forwarded to an Interest Arbitrator to be included as part of their award.

Renew Memorandum of Agreement Item – Changing Availability for Continuing Education

DATE AGREED: January 7, 2025	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

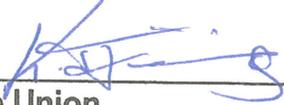
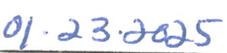
**CUPE LOCAL 79
AND
CITY OF TORONTO
SENIOR SERVICES AND LONG-TERM CARE HOMES PART-TIME UNIT
COLLECTIVE AGREEMENT**

**MEMORANDUM OF AGREEMENT ITEMS
BULLETIN BOARDS**

The parties agree that the following amendments will form part of the January 1, 2025, renewal agreement. In the event the parties are unable to reach a freely negotiated final settlement on a renewal agreement, the parties agree that these amendments will be forwarded to an Interest Arbitrator to be included as part of their award.

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 7, 2025	
 _____ 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
SENIOR SERVICES AND LONG-TERM CARE HOMES PART-TIME UNIT
COLLECTIVE AGREEMENT**

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

The parties agree that the following amendments will form part of the January 1, 2025, renewal agreement. In the event the parties are unable to reach a freely negotiated final settlement on a renewal agreement, the parties agree that these amendments will be forwarded to an Interest Arbitrator to be included as part of their award.

Renew Memorandum of Agreement Item– Correspondence to Local 79

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

DATE AGREED: JANUARY 7, 2025	
<p style="text-align: center;"></p> <hr/> <p>For the Union</p>	<p style="text-align: center;"></p> <hr/> <p>For the City</p>
<p style="text-align: center;"></p> <hr/> <p>For the Union</p>	<p style="text-align: center;"></p> <hr/> <p>For the City</p>
<p style="text-align: center;">01-23-2025</p> <hr/> <p>Date Signed Off</p>	<p style="text-align: center;">01-24-2025</p> <hr/> <p>Date Signed Off</p>

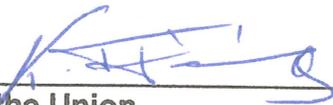
**CUPE LOCAL 79
AND
CITY OF TORONTO
SENIOR SERVICES AND LONG-TERM CARE HOMES PART-TIME UNIT
COLLECTIVE AGREEMENT**

**MEMORANDUM OF AGREEMENT ITEMS
GENDER NEUTRAL PRONOUNS**

The parties agree that the following amendments will form part of the January 1, 2025, renewal agreement. In the event the parties are unable to reach a freely negotiated final settlement on a renewal agreement, the parties agree that these amendments will be forwarded to an Interest Arbitrator to be included as part of their award.

Renew Memorandum of Agreement Item– Gender Neutral Pronouns

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

DATE AGREED: JANUARY 7, 2025	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>01-23-2025</u> _____ Date Signed Off	<u>01-24-2025</u> _____ Date Signed Off

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

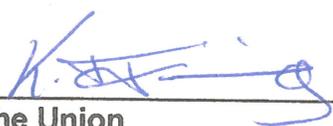
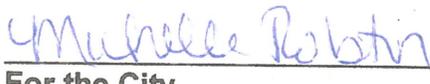
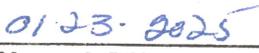
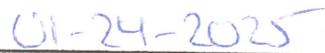
**LETTER OF INTENT
MAXIMIZATION OF HOURS**

The parties agree that the following amendments will form part of the January 1, 2025, renewal agreement. In the event the parties are unable to reach a freely negotiated final settlement on a renewal agreement, the parties agree that these amendments will be forwarded to an Interest Arbitrator to be included as part of their award.

Delete 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 mediation.~~

DATE AGREED: January 7, 2025	
 _____ 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
SENIOR SERVICES AND LONG-TERM CARE HOMES PART-TIME UNIT
COLLECTIVE AGREEMENT**

**LETTER OF INTENT
POSTING OF SCHEDULES**

The parties agree that the following amendments will form part of the January 1, 2025, renewal agreement. In the event the parties are unable to reach a freely negotiated final settlement on a renewal agreement, the parties agree that these amendments will be forwarded to an Interest Arbitrator to be included as part of their award.

Delete the LETTER OF INTENT - POSTING OF SCHEDULES as follows:

~~**LETTER OF INTENT
POSTING OF SCHEDULES**~~

~~Upon implementation of an electronic scheduling system the parties agree to meet to discuss the implementation of a process that would allow access to the changes to schedules.~~

DATE AGREED: January 7, 2025

A. Y. Abdullahi
For the Union

[Signature]
For the City

[Signature]
For the Union

EKK [Signature]
For the City *Michelle Robison*

01-23-2025
Date Signed Off

01-24-2025
Date Signed Off

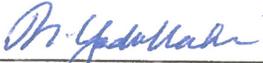
**CUPE LOCAL 79
AND
CITY OF TORONTO
SENIOR SERVICES AND LONG-TERM CARE HOMES PART-TIME UNIT
COLLECTIVE AGREEMENT**

**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 15- EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG-TERM
DISABILITY INSURANCE
PRIVATE DUTY NURSING**

The parties agree that the following amendments will form part of the January 1, 2025, renewal agreement. In the event the parties are unable to reach a freely negotiated final settlement on a renewal agreement, the parties agree that these amendments will be forwarded to an Interest Arbitrator to be included as part of their award.

Renew Memorandum of Agreement Item – Private Duty Nursing

Flow through from Full-Time Collective Agreement.

DATE AGREED: January 7, 2025	
 _____ 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
SENIOR SERVICES AND LONG-TERM CARE HOMES PART-TIME UNIT
COLLECTIVE AGREEMENT**

MEMORANDUM OF AGREEMENT ITEMS

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

The parties agree that the following amendments will form part of the January 1, 2025, renewal agreement. In the event the parties are unable to reach a freely negotiated final settlement on a renewal agreement, the parties agree that these amendments will be forwarded to an Interest Arbitrator to be included as part of their award.

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

DATE AGREED: January 7, 2025	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

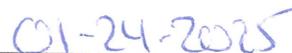
**CUPE LOCAL 79
AND
CITY OF TORONTO
SENIOR SERVICES AND LONG-TERM CARE HOMES PART-TIME UNIT
COLLECTIVE AGREEMENT**

**MEMORANDUM OF AGREEMENT ITEMS
PLACEMENT OF PART-TIME EMPLOYEES IN THE FULL-TIME COLLECTIVE
AGREEMENT – NON-CORRELATE CLASSIFICATIONS**

The parties agree that the following amendments will form part of the January 1, 2025, renewal agreement. In the event the parties are unable to reach a freely negotiated final settlement on a renewal agreement, the parties agree that these amendments will be forwarded to an Interest Arbitrator to be included as part of their award.

Renew Memorandum of Agreement Item - Placement of Part-Time Employees in the Full-Time Collective Agreement – Non-Correlate Classifications

Flow through to all Part-Time Collective Agreements.

DATE AGREED: January 7, 2025	
 _____ 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
SENIOR SERVICES AND LONG-TERM CARE HOMES PART-TIME UNIT
COLLECTIVE AGREEMENT**

**ARTICLE 17 – JOB POSTINGS
LETTER OF INTENT
SENIORITY PROVISIONS FOR TEMPORARY FULL-TIME ASSIGNMENTS TO THE
FULL-TIME BARGAINING UNIT OUTSIDE THE LONG-TERM CARE HOMES AND
SERVICES DIVISION**

The parties agree that the following amendments will form part of the January 1, 2025, renewal agreement. In the event the parties are unable to reach a freely negotiated final settlement on a renewal agreement, the parties agree that these amendments will be forwarded to an Interest Arbitrator to be included as part of their award.

Amend the LETTER OF INTENT- SENIORITY PROVISIONS FOR TEMPORARY FULL-TIME ASSIGNMENTS TO THE FULL-TIME BARGAINING UNIT OUTSIDE THE LONG-TERM CARE HOMES AND SERVICES DIVISION as follows:

**LETTER OF INTENT
SENIORITY PROVISIONS FOR TEMPORARY FULL-TIME ASSIGNMENTS TO THE
FULL-TIME BARGAINING UNIT OUTSIDE THE LONG-TERM CARE HOMES &
SERVICES DIVISION**

When an employee covered by the LTCH&S Part-time Collective Agreement is appointed or promoted to a temporary assignment under Article 15 of the Full-Time Collective Agreement, he/she shall be covered by the Full-Time Collective Agreement.

Upon completion of the temporary assignment, and any extension thereof, the employee will be given the option of remaining covered by the Full-Time Collective Agreement or of reverting back to the LTCH&S Part-Time Collective Agreement.

An employee who elects to remain covered by the Full-Time Collective Agreement will be treated in accordance with Article 2135.

A temporary employee who elects to revert to the LTCH&S Part-Time Collective Agreement will carry back his/her accumulated seniority and service in accordance with Article 20 of the Full-Time Collective Agreement. Such employee will be reverted to

his/her former classification in the LTCH&S Part-Time Collective Agreement and be eligible for work as per Article 18, if such work is available. Seniority credit adjustments for the purposes of scheduling shall be effective the next posted schedule following the employee's return to work.

Upon request, the Union shall be advised of an employee's initial assignment to the Full-Time Unit and of the employee's election once the Full-Time temporary assignment has been completed. Such initial notice shall include the employee's name, employee number, classification employee was occupying in this unit and classification employee will be occupying in the Full-Time Unit and the expected duration of the assignment.

DATE AGREED: December 17, 2024

A. Yussulahi

For the Union

[Signature]

For the City

[Signature]

For the Union

Michele Robison

For the City

01-23-2025

Date Signed Off

01-24-2025

Date Signed Off

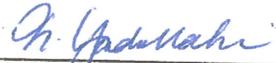
**CUPE LOCAL 79
AND
CITY OF TORONTO
SENIOR SERVICES AND LONG-TERM CARE HOMES PART-TIME UNIT
COLLECTIVE AGREEMENT**

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

The parties agree that the following amendments will form part of the January 1, 2025, renewal agreement. In the event the parties are unable to reach a freely negotiated final settlement on a renewal agreement, the parties agree that these amendments will be forwarded to an Interest Arbitrator to be included as part of their award.

Renew Memorandum of Agreement Item – Transition to IIP

Flow through from the Full-Time Collective Agreement.

DATE AGREED: January 7, 2025	
<p style="text-align: center;"> _____ For the Union</p>	<p style="text-align: center;"> _____ For the City</p>
<p style="text-align: center;"> _____ For the Union</p>	<p style="text-align: center;"> _____ For the City</p>
<p style="text-align: center;"><u>01-23-2025</u> _____ Date Signed Off</p>	<p style="text-align: center;"><u>01-24-2025</u> _____ Date Signed Off</p>