

MEMORANDUM OF SETTLEMENT

BETWEEN:

CITY OF TORONTO
Hereinafter referred to as the "City"

and

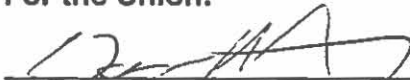

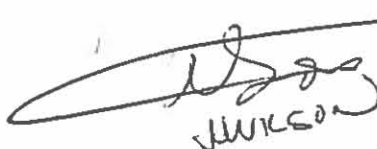
CUPE LOCAL 79 – FULL TIME
Hereinafter referred to as the "Union"

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

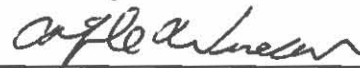
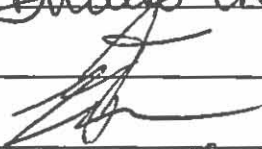

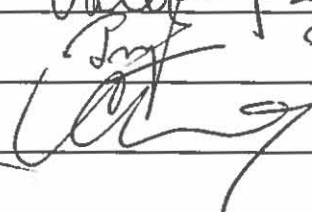
7. The Parties further agree that any and all proposals made or exchanged in the course of negotiations or otherwise, which are not set out in the attached, are withdrawn on a without prejudice basis to any position the parties may take in any subsequent rounds of bargaining.

Dated at Toronto this 13th day of March, 2020

For the Union:


 Jason Chan
 Casey Bennett
 Aileen Miller
~~Dr. Ben~~
~~W. W. W. W. W.~~
 J. Fraser
 Mark
 J. H. H. H.
~~W. W. W. W. W.~~
 Linda Rose
 FRED SHILSON


 Fred Shilson
 Fred Shilson

For the City:


 Dilip Channan

 Al. Walferberg
~~Ed~~

 Anithi Buttnar
 Valer Pz


**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT
MARCH 13, 2020**

ARTICLE 2- RECOGNITION

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

Memorandum of Agreement - Long Service Temporary Employees

This will confirm our understanding with respect to temporary employees who have not been appointed to a permanent position.

Within one hundred and twenty (120) days following the ratification of the Collective Agreement, the Union and the City shall conduct a one-time review of all existing assignments filled by temporary employee(s), for the purpose of identifying the length of time that temporary employee has been employed. Such review will be effective the date of ratification.

Upon completion of the review, a temporary employee with ten (10) or more years of seniority will be permanently appointed to the position held, unless the position is one to which a permanent employee has a claim or the position is expected to be eliminated in the near future.

ARTICLE 7- PREMIUM PAY PROVISIONS

The Parties agree to delete Clauses 7.05 and 7.06 (Compressed Air).

ARTICLE 9- DESIGNATED HOLIDAYS

The Parties agree to amend this Clause as follows:

9.04(a) Subject to clause 9.04(b) hereof in addition to the designated holidays set out in clause 9.01, each employee coming within the Local 79 Unit shall be granted ~~three (3) two (2)~~ floating holidays in each calendar year which will be taken at a time that is compatible with the operational requirements of the Division in which the employee works.

Flow through to the Unit B Part-Time and Long Term Care Part-Time Collective Agreements to add one (1) float day as appropriate

ARTICLE 17- LEAVE OF ABSENCE

The Parties agrees to amend this Clause as follows:

Voluntary Leave

17.14

The following voluntary leave of absence provisions shall be made available to all temporary and permanent Local 79 employees on the following basis:

1. An employee may volunteer to be granted up to 20 days of leave of absence without pay on the approval of the Division Head.
2. During the period of such leave, the employee shall continue to accumulate full seniority and service and shall continue to receive all benefits to which the employee is entitled under the agreement. In the event that the employee wishes to continue to contribute to the pension plan during the period of such leave, the employer will match the pension contributions.
3. An employee may choose one of the following payment options when taking a voluntary leave:
 - Receive no pay during the leave
 - Pro-rate payments over a number of pay periods remaining within the calendar year.

The minimum deduction is one half-day per pay period when an employee chooses to pro-rate payments. Any outstanding balance is adjusted on the final pay of the calendar year.
4. Requests for voluntary leave must be submitted in writing to the Division head or his/her designate at least three (3) calendar weeks prior to proposed commencement of the leave. Requests for leave shall not be unreasonably denied. Leave must be completed prior to the end of the calendar year in which it is granted.
5. **If an employee leaves the City, before paying for a voluntary leave that has been taken, deductions are made to the employee's final pay for any outstanding balance. If a leave has not been taken, any monies deducted are reimbursed on termination.**
56. Should a request for leave be denied, the employee shall be given the reasons for denial of the leave in writing within five (5) working days of receiving the request.
67. In the event of any dispute arising out of this program, the Director of Employee and Labour Relations shall meet with the representatives of Local 79 in order to attempt to resolve the matter in dispute prior to the filing of a grievance.
78. The parties agree that where required amendments to the foregoing shall be made in order to conform to shift schedules which may be at variance with the norm.

ARTICLE 33- TERM OF AGREEMENT AND NOTICE TO BARGAIN

The Parties agree to amend this Clause as follows:

33.01

This agreement shall remain in force from the 1st day of January, ~~2020~~ **2016** until and including the 31st day of December, ~~2024~~ **2019** 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 to all Part-Time Collective Agreements

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

ARTICLE 3 – UNION SECURITY

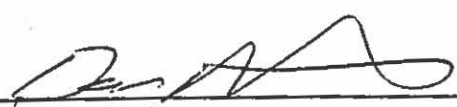
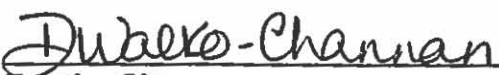
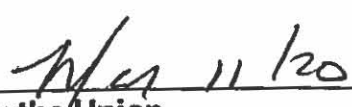
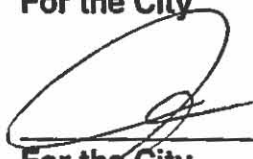
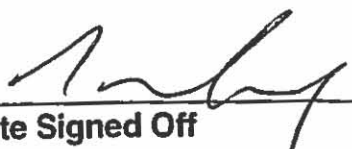
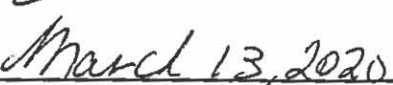
Amend Clause 3.02 as follows:

3.02

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) continue to make such deductions until this Agreement is terminated; and
- (v) within one (1) week after making each such deduction, pay the sum so deducted to Local 79.

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
 _____ Date Signed Off	 _____ Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

ARTICLE 3 – UNION SECURITY

Amend Clause 3.08 as follows:

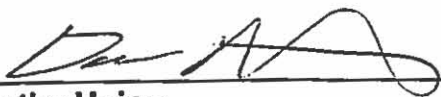
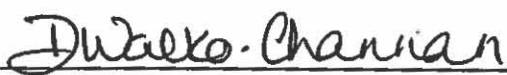

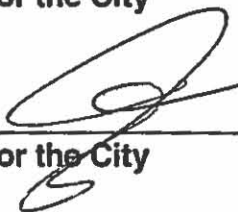
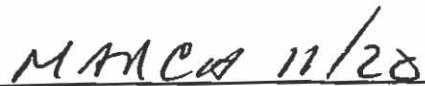
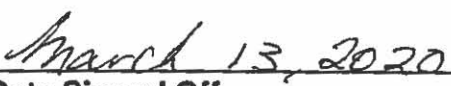
Information Requests

3.08

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

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

Flow through to all Part-Time Collective Agreements as appropriate

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
FULL-TIME AGREEMENT**

ARTICLE 5 – NO DISCRIMINATION OR HARASSMENT

Amend Clause 5.04 as follows:


Sexual Harassment

5.04

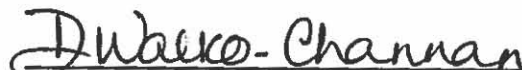
Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for **not accepting the rejection** and/or reporting **of** such behaviour.

Flow through to all Part-Time Collective Agreements

DATE AGREED: March 02, 2020



For the Union



For the City




For the Union



For the City



Date Signed Off



Date Signed Off

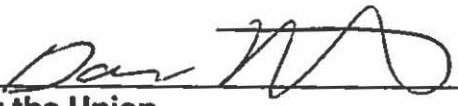


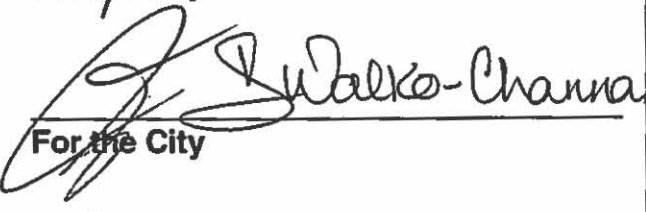
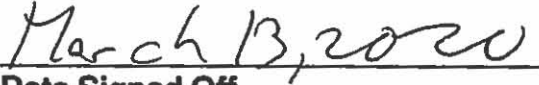
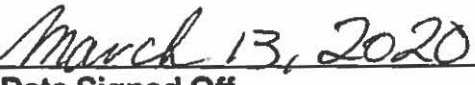
**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT
MARCH 13, 2020**

ARTICLE 6- 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 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
FULL-TIME AGREEMENT**

**ARTICLE 6 – WAGES AND SALARIES
RECOVERY OF OVERPAYMENT**

Amend Clause 6.10 as follows:

Recovery of Overpayment

6.10

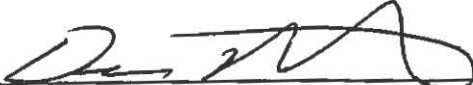
In the event of an overpayment, the City shall advise the employee and the Union in writing of such an overpayment which will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred and a proposed schedule of recovery with respect to said overpayment.

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.

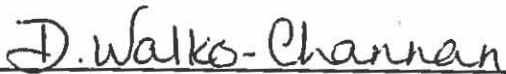
The parties agree to employ the procedure set out in the Letter of Intent-Interim Alternate Processes for Clause 6.10, during the term of the Collective Agreement, in relation to overpayments, when the amount of the overpayment exceeds ~~\$500~~ one thousand dollars (\$1,000.00).

Flow through to all Part-Time Collective Agreements


DATE AGREED: January 15, 2020



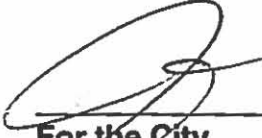
For the Union



For the City

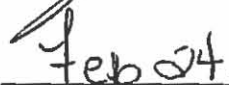


For the Union



For the City

Date Signed Off


Feb 24, 2020

Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

**ARTICLE 6 – WAGES AND SALARIES
ALTERNATE RATE REVIEW**

Amend Clause 6.11 as follows:

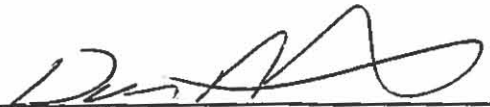
Alternate Rate Review

6.11


Commencing on January 1, 2013, and every two years thereafter, the City and Local 79 will review all alternate rate assignments where the alternate rate assignment has been continuously filled by one or more employee(s) for a period in excess of thirteen (13) months. For greater clarity "employees" includes a member of any Local 79 or Local 416 Bargaining Unit, any other Bargaining Unit or non-union employee. **The City will provide information for the review from each Division no later than June 30th of the review year.**

Upon completion of the review, the position into which the employee(s) has been alternate rated, shall be filled as a permanent vacancy in accordance with Article 15, provided that the position is not one to which a permanent employee has a claim or where the alternate rate assignment is expected to be terminated in the near future.

DATE AGREED: March 06, 2020

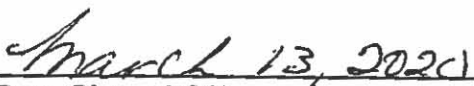

For the Union


For the City


For the Union


For the City


Date Signed Off


Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

**ARTICLE 6 – WAGES AND SALARIES
LETTER OF INTENT
INTERIM ALTERNATE PROCESSES FOR CLAUSE 6.10**

Amend the LETTER OF INTENT INTERIM ALTERNATE PROCESSES FOR CLAUSE 6.10 as follows:

**LETTER OF INTENT
INTERIM ALTERNATE PROCESSES FOR CLAUSE 6.10**

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. 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 6.10 shall apply.


Flow through to all Part-Time Collective Agreements

DATE AGREED: January 15, 2020


For the Union

D. Walke-Channan
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
FULL-TIME AGREEMENT**

ARTICLE 6 – Wages and Salaries

MEMORANDUM OF AGREEMENT ITEM ONLY

Employees who had their wage rates frozen as a result of the Herman Award, or as a result of their transfer from Toronto Community Housing Corporation to the City on or about September 2016, and who are above the harmonized rate shall continue to have their wages frozen until they meet the amalgamated classification harmonization rate.

While "frozen" such employee shall receive a lump sum payment in each year of the Collective Agreement, in the amount of the annualized value of the across-the-board increases as applied to their frozen rate, provided that the lump sum payment is included as pensionable earnings. This payment will be based on straight time earnings and paid at the beginning of the year for the previous year.

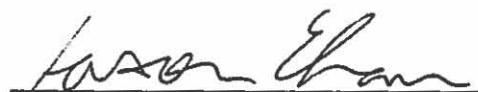
DATE AGREED: March 13, 2020



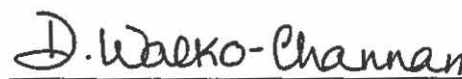
For the Union



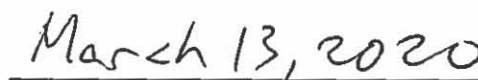
For the City



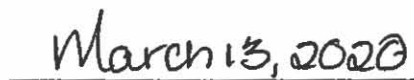
For the Union



For the City



Date Signed Off



Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

**ARTICLE 10 – VACATIONS
LETTER OF INTENT
HARMONIZATION OF VACATION YEAR**

Delete the LETTER OF INTENT HARMONIZATION OF VACATION YEAR as follows:

**LETTER OF INTENT
HARMONIZATION OF VACATION YEAR**


~~The parties agree to discuss and resolve the issue of harmonizing the vacation year prior to December 1, 2000 and any scheduling problems that may arise thereafter.~~

~~An employee shall not suffer any loss of vacation entitlement through any anniversary date conversion for vacation purposes in respect to this Article.~~


Flow through to Unit B Part-Time and Part-Time Recreation Workers Collective Agreements

DATE AGREED: January 15, 2020

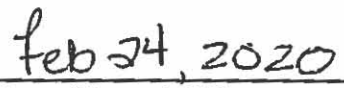

For the Union


For the City


For the Union


For the City

Date Signed Off


Feb 24, 2020
Date Signed Off

CUPE LOCAL 79
PROPOSALS TO THE CITY OF TORONTO
Without prejudice

The Union proposes that the City withdraw the following proposals

11A.13(a)

11A.16(a)

11A.XX ill dependant leave

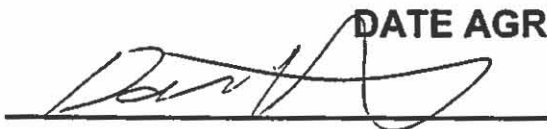
11B.11

11B.16(b)

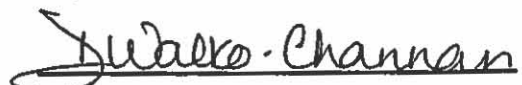
11B.XX ill dependant leave

All proposals are flow through where 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
FULL-TIME AGREEMENT
MARCH 13, 2020**

ARTICLE 11- 11A-ILLNESS OR INJURY PLAN

The Parties agree to amend this clause as follow:

Physicians' Certificates

11A.15

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

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

(b) An employee absent for more than three (3) consecutive working days shall provide, within seven (7) working days from commencement of absence, 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 seven (7) 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.

(c) An employee absent for more than twenty (20) consecutive working days shall:

- (i) provide immediately following such twenty (20) 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 twenty four (24) consecutive working days of absence. The City may request and/or the employee may provide updated return to work information within the twenty four (24) 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

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 working days shall furnish within seven (7) working days from commencement of absence, a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician. The seven (7) 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 twenty-four (24) consecutive working days shall:~~

~~(i) provide immediately following such twenty-four (24) 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 twenty-four (24) consecutive working days of absence.~~

Flow through to the Unit B Part-Time and Long Term Care Part-Time Collective Agreements as appropriate

ARTICLE 11- 11B-SICK PAY PLAN

The Parties agree to amend this clause as follow:

Physicians' Certificates

11B.13

(a) An employee who is off work due to illness or injury shall co-operate in his/her

early and safe return to work by:

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

(b) An employee absent for more than three (3) consecutive working days shall provide, within seven (7) working days from commencement of absence, 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 seven (7) 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.

(c) An employee absent for more than twenty (20) consecutive working days shall:

- (i) provide immediately following such twenty (20) 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 twenty four (24) consecutive working days of absence. The City may request and/or the employee may provide updated return to work information within the twenty four (24) 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

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 working days shall furnish within seven (7) working days from commencement of absence, a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician. The seven (7) 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 twenty-four (24) consecutive working days shall:~~

~~(i) — provide immediately following such twenty-four (24) 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~~

~~provide further certificates from his/her physician, covering the same information, following each subsequent twenty-four (24) consecutive working days of absence.~~

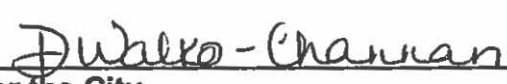
Flow through to the Long Term Care Part-Time Collective Agreement as appropriate

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
FULL-TIME AGREEMENT**

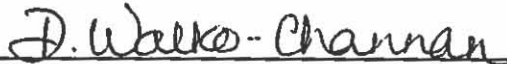
**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 11A – INJURY OR ILLNESS PLAN
TRANSITION TO IIP**


Renew Memorandum of Agreement Item - Transition to IIP


Flow through to Long-Term Care Part-Time Collective Agreement

DATE AGREED: January 15, 2020

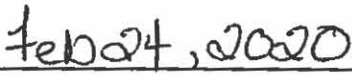

For the Union


For the City


For the Union


For the City

Date Signed Off


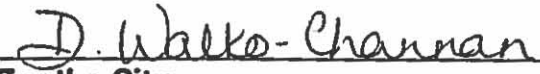
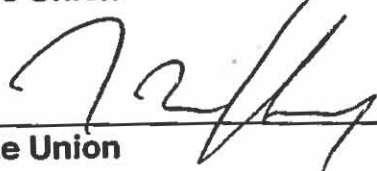
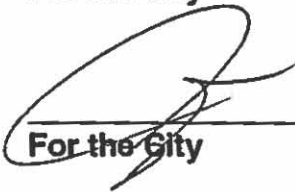
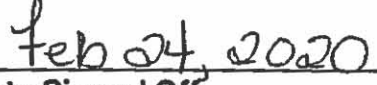

Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 11A – INJURY OR ILLNESS PLAN
SPECIAL PAYOUT/PAYMENT SCHEDULE**

Renew Memorandum of Agreement Item - Special Payout/Payment Schedule

Flow through to Long-Term Care Part-Time Collective Agreement

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

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT
MARCH 13, 2020**

**ARTICLE 12- EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM
DISABILITY INSURANCE**

Amend this Clause as follows:

12.02(a)(ii)(B)

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 (\$25.00) per prescription.

Flow through to all Part-Time Collective Agreements as appropriate

Add New Erectile Dysfunction drug provision:

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

Flow through to all Part-Time Collective Agreements as appropriate

Amend this Clause as follows:

- (iv) Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist, or masseur (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 ~~that has been approved and in good standing with the Carrier.~~

Note: For clarity, the City will apply clause 12.02(a)(iv) of the Collective Agreement 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** in order to be eligible for reimbursement.

Flow through to all Part-Time Collective Agreements as appropriate

Amend this Clause as follows:

12.02(a)

- (vi) **Psychologist Sservices of a licensed psychologist, to a maximum of one thousand three five hundred dollars (\$300) (\$500) (\$1000) per person employee per benefit year, and three hundred dollars (\$300) per dependent per benefit year. Psychologist services providers are registered psychologist, registered psychotherapist or a registered Masters of Social Work (MSW) practitioner who are members in good standing with their respective Colleges.**
- (vii) **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 towards ~~one (1) routine eye exam every twenty-four (24) consecutive months and/or~~ the cost of laser surgery. In addition, up to eighty dollars (\$80) for one (1) routine eye exam every twenty four (24) consecutive months.**

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.
- (viii) **Hearing aids, including repairs and batteries to a maximum of sixteen hundred dollars (\$1,600.00) per person per three (3) benefit years.**
- (ix) **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 ~~one (1) two (2)~~ three (3) pairs of orthotic devices per person ~~every two (2)~~ per benefit years.**
- (x) **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 ~~one (1) two (2)~~ three (3) 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.**

Add New Letter of Intent as follows:

**LETTER OF INTENT
Claims Period**

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 City agrees to communicate this change to all affected Local 79 employees no less than three (3) months prior to implementation.

Flow through to all Part-Time Collective Agreements as appropriate

Add New Memorandum of Agreement item as follows:

**MEMORANDUM OF AGREEMENT
Joint Benefits Committee**

1. The Parties agree to establish a Joint Benefits Committee (JBC) and meet within ninety (90) days of <Insert Date of Ratification>. The JBC will be comprised of six (6) members: three (3) representing the City and three (3) representing Local 79. The JBC shall meet at the request of either party.
2. The purpose of the JBC will be to meet, discuss, review and develop recommendations on a comprehensive review of the City's overall Benefits Program (i.e., Sick Plans, LTD Plan, Extended Health & Dental Plans, Drug Plan etc.) for Local 79 with the objective of meeting the employee coverage requirements and the City's needs of providing a fiscally sustainable comprehensive benefit program. The review will include the support of a benefits consultant to be retained by the City. *150 ONLY*
AND PAID FOR *MUTUALLY AGREED UPON*
3. Each Local 79 Representative shall suffer no loss of pay, benefits or service and seniority during the employee's regular working hours for time spent working on the JBC.

Scope of the Joint Benefits Committee:

4. The duties of JBC shall include, but not be limited to:
 - a. Reviewing the current overall benefit plans and related language in the collective agreement and making mutually agreeable recommendations that address issues including, but not limited to:
 - i. Full analysis of the current trends and expenditures to identify issues, gaps and challenges with the current plan design;
 - ii. Review of benchmarking information for comparable benefit plans through a holistic approach and not individual entitlements;
 - iii. Review of alternative approaches in plan design to achieve the objectives identified in paragraph 2 above;
 - iv. Review of a Preferred Provider Network to assist in employee education and financial costs;
 - v. Review of a drug management policy to assist in employee health and safety;
 - vi. Review of all available external benefit providers and income sources to consider opportunities for integration, reduce the burden on the City plans and enhance the financial sustainability for the City plans;
 - vii. Review of joint programs to educate employees on consumer behaviour and awareness to manage benefit expenditures.
 - b. In order to meet the timelines noted below, identify the need to establish working groups to conduct research and/or review, develop and make recommendations related to alternative approaches and plan design. *JOINT*

Recommendations of the Joint Benefits Committee:

5. The JBC shall operate on the basis of consensus decision making and shall work diligently to resolve any differences.

Upon completion of this work, but no later than eighteen (18) months from the date the Committee is established, the JBC shall endeavour to jointly make written recommendations for consideration.

Flow through to all Part-Time Collective Agreements


ARTICLE 18 TRANSPORTATION

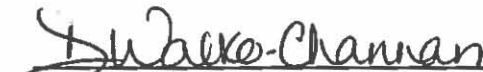
Amend this Article as follows:

- 18.01 Whenever an employee is required and/or authorized to use his/her automobile on the business of the City, the City shall pay to such employee, ~~fifty-two cents (52¢) or the lesser of~~ the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 per kilometre actually traveled 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 7306 of the Income Tax Regulations, C.R.C., c.945 to ensure that the expense reimbursed is non-taxable income to the employee.
- 18.02 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.
- 18.03 Mileage allowance, ~~of fifty-two cents (52¢)~~ in accordance with clause 18.01, per kilometre shall be paid to an employee authorized to use his/her automobile to travel to a temporary work assignment at a work location outside the City of Toronto boundaries. The allowance is for each kilometre traveled between the location of the temporary work assignment and the City boundary nearest to that location. The City boundaries are defined as Steeles Avenue on the north, Rouge/ Little Rouge River and Pickering Town Line on the east and Etobicoke Creek, Eglinton Avenue West and Indian Line on the west.

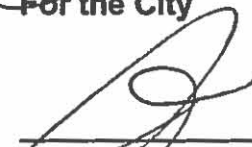
Flow through to all Part-Time Collective Agreements as appropriate

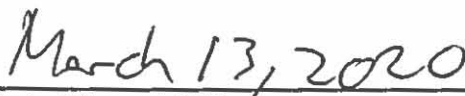
DATE AGREED: March 13, 2020

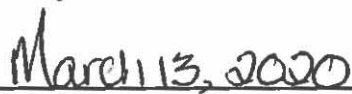

For the Union


For the City


For the Union


For the City


Date Signed Off


Date Signed Off

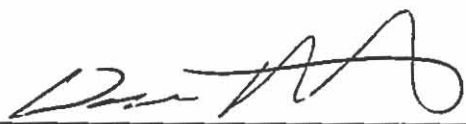
**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT
MARCH 13, 2020**

**ARTICLE 12- EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM
DISABILITY INSURANCE**

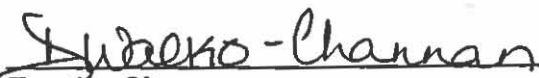
The City will withdraw its notice of past practice dated December 19, 2019, regarding Conscious Sedation and the Union will withdraw its proposal on 12.03xx (Conscious Sedation).

Flow through to all Part-Time Collective Agreements as appropriate

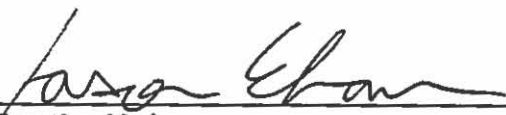
DATE AGREED: March 13, 2020




For the Union



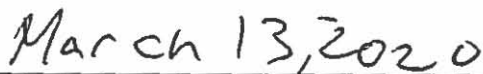
For the City



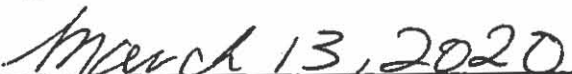
For the Union



For the City



Date Signed Off



Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

ARTICLE 14 – TRANSFERS

Amend Article 14 as follows:

Change of Shift Within Work Location

- 14.01 Prior to considering a transfer within a Division under this Article, ~~and prior to issuing a Job Posting under Article 15,~~ a new or vacant day, afternoon or night shift(s) shall be offered to qualified employee(s) in order of seniority in the classification within the work location, unless the employee has indicated in writing they do not wish to be considered for such shift.

Prior to issuing a Job Posting under Article 15, transfer requests will be considered in accordance with this Article.

Employee Requests for Transfer

The parties agree that the following language will supersede any and all divisional or Corporate transfer policies:

- 14.02(a) An employee wishing a transfer within his/her division and same classification to another location, shall submit a request in writing to his/her Division Head.
- 14.02(b) An employee wishing a transfer outside his/her division (within the same classification) to the same or another location, shall submit a request in writing to the Human Resources Division.
- 14.02(c) An employee wishing a transfer to a temporary assignment of one year or more in another location within his/her same classification within his/her division shall submit a request in writing to his/her Division Head.
- 14.02(d) Once an employee submits a transfer request in writing, it shall remain on file for two (2) years from the date it is received by the Division Head or the Human Resources Division or until he/she is transferred, refuses the transfer or withdraws the transfer request, whichever occurs first. Within fourteen (14) days of receiving an employee transfer request, the Division Head or the Human Resources Division, as applicable, will acknowledge receipt of such request in writing to the employee.
- 14.02 (e) All transfers under this article shall be offered to qualified employees in order of seniority in the classification, taking operational needs into consideration. Transfers will not be unreasonably denied.

Transfers To Permanent Positions

14.03(a) The City shall first consider transfer requests for permanent positions, submitted by employees from within the Division, before those from employees in other Divisions.

14.03(b) Only permanent employees will be eligible for transfer into permanent positions.

Transfers To Temporary Assignments

14.04(a) Where the City establishes a temporary assignment of one year or more, such opportunity shall first be offered to employees in the same classification within the Division who have submitted a transfer request form indicating their request for consideration for a temporary transfer.

14.04(b) Once such transfer has been offered and accepted, the employee will remain in that assignment for the agreed duration and will not be permitted to transfer until such assignment is completed. This shall not affect an employee's right to apply for an opportunity under Article 15 (Job Postings) or to a change of shift opportunity in his/her base position under clause 14.01.

14.04(c) Notwithstanding (b) above, assignments may not last as long as was originally expected and may be shortened or extended if required. In either case, the City will notify the affected employee(s) as soon as possible.

14.04(d) A permanent employee who accepts a transfer to a temporary assignment shall retain his/her permanent status. Upon completion of the temporary assignment the employee will return to his/her former location.

14.04(e) For temporary employees, upon completion of the temporary assignment the employee shall be treated in accordance with Article 21.

Reorganization/Service Consolidation – Related Transfers

14.05 The City recognizes that a change in an employee's permanent work location may have an effect upon employees.

The City further recognizes that Local 79 has a legitimate interest in ensuring that their members are treated in a reasonable and consistent manner where it becomes necessary to transfer employees on a permanent basis within the context of the City's reorganization/service consolidation activities.

In this regard, where such transfers are to take place, and consistent with the City's operational requirements, the following guideline will apply:

- (i) Local 79 will be notified in writing prior to the scheduled transfer of staff, including an invitation to meet and discuss issues arising from the transfer. Wherever possible, such notice will be at least four (4) weeks prior to the scheduled transfer(s).
- (ii) Employees will also be given written notice of their reassignment (or the potential for reassignment, if not all employees will be similarly affected). Wherever possible, such notice will be at least four (4) weeks prior to the

scheduled transfer(s).

- (iii) When a reassignment does not affect all employees, or where the reassignment involves more than one new location, where qualifications meet the operational needs of the location(s), seniority will be the determining factor in making such reassignments.

The foregoing procedure does not prevent Local 79 from requesting a meeting to discuss issues relating to staff movement in circumstances which are not covered by the above procedure. If requested, such meeting shall be arranged and held as quickly as possible.

Rebuilding or Building a Long Term Care Home

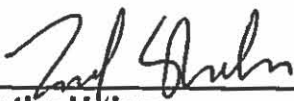
- 14.06 If the City of Toronto rebuilds a Long Term Care Home or builds a new Long Term Care Home or commences a major renovation that necessitates the movement of residents, full-time staff and part-time staff, the City will meet with Local 79 to review the capital project plans and staff redeployment 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 to LTC)

Rebuilding, Building or Renovating a City Facility

- 14.07 If the City of Toronto builds or rebuilds a City facility, or commences a major renovation of an existing City facility that will necessitate the movement of full-time staff and/or part-time staff for a period exceeding six (6) months, 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 continuity of service 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.

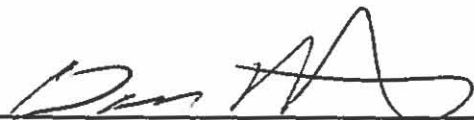
DATE AGREED: March 13, 2020



For the Union



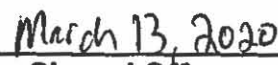
For the City



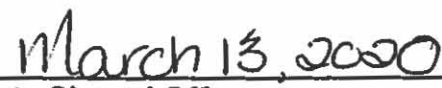
For the Union



For the City



Date Signed Off



Date Signed Off



**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

ARTICLE 15 – JOB POSTINGS

The parties agree to withdraw all proposals with the exception of the following:

Candidate and Eligibility Lists

15.12 (a) A list of the qualified candidates from each Job Posting shall be either:

- (i) a Candidate List which shall only be valid for the filling of the posted permanent position(s) and/or temporary assignment(s) and for any additional vacancies in the specific position(s)/assignment(s) not known at the time of the posting, that become available within a period of ~~3-2 months~~ **(1) month** after the posted permanent position(s) and/or temporary assignment(s) ~~has~~ **have** been filled, or
- (ii) an Eligibility List which shall be valid for the filling of posted current and/or future permanent positions and/or temporary assignments in the specific position(s) that were the subject of the Job Posting during the period that the Eligibility List is in effect.

Upon request, an electronic list of qualified candidates and their seniority will be supplied to Local 79 for any specific job posting. The identity of non-Local 79 candidates will not be included.

Accommodation Placements

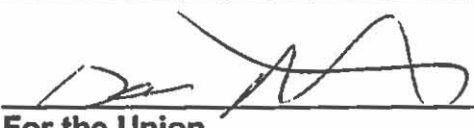
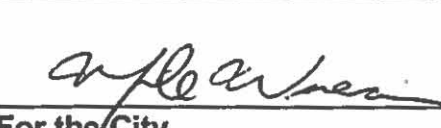
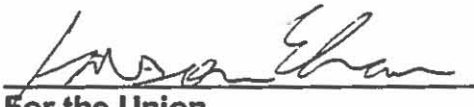
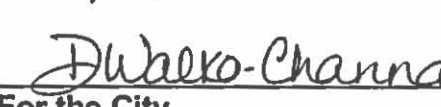

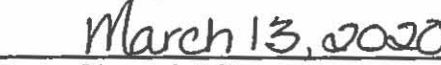
15.15 (a) Any employee who is no longer capable of performing his/her full required duties by reason of disability, may be placed in a suitable position, if such position is available, on the recommendation of the Executive Director of Human Resources without regard to the other clauses of this Article.

15.15(b) Prior to filling a temporary vacancy of 3 months but less than 12 months, the Division shall advise People & Equity of the available vacancy. People and Equity will determine whether there is a Local 79 employee seeking accommodation that could be considered for the position

ARTICLE 21- EMPLOYMENT SECURITY, REDEPLOYMENT, LAYOFF & RECALL

The City and the Union agree to withdraw all of their proposals under Article 21 and return to status quo.

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
FULL-TIME AGREEMENT**

ARTICLE 16 – GRIEVANCE PROCEDURE

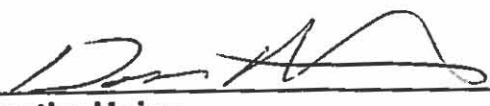
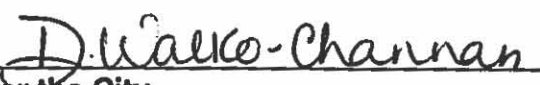
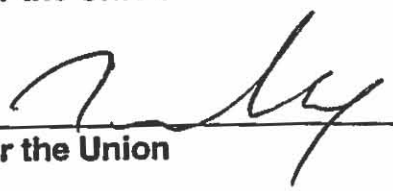
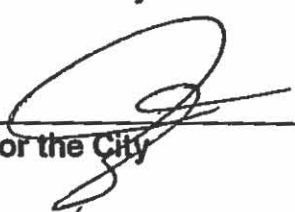
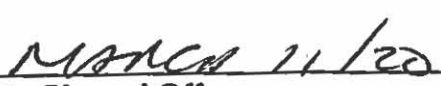
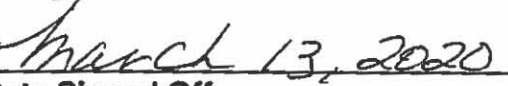
Amend Clause 16.26 as follows:

Disciplinary Discussions and Notations

16.26

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

Flow through to all Part-Time Collective Agreements

DATE AGREED: March 08, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

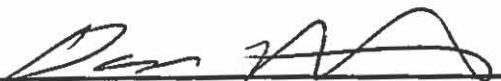
**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT
MARCH 13, 2020**

ARTICLE 17 LEAVES OF ABSENCE

The City will withdraw its notice of past practice dated December 19, 2010 and January 15, 2020 regarding Ill Dependant leaves and the Union will withdraw its proposal on 17.09 (b) and (c) ill dependant leave

Flow through part time 30

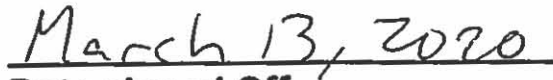
DATE AGREED: March 13, 2020



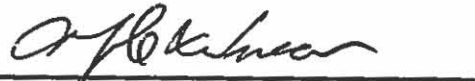
For the Union



For the Union



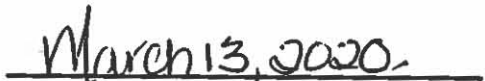
Date signed Off



For the City



For the City



Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

**ARTICLE 17 – LEAVE OF ABSENCE
JURY DUTY OR WITNESS DUTY**

Amend Clause 17.02 as follows:

Jury Duty or Witness Service Duty

17.02

Each employee who is called to serve as a juror or, except as provided in Clause 16.17, is subpoenaed as a witness in a legal proceeding shall:

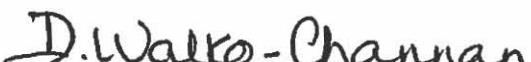
- (i) be granted leave of absence for such purpose, provided that upon completion of his/her jury duty or witness service such employee shall present to his/her Division Head a satisfactory certificate showing the period of such service;
- (ii) be paid his/her full salary or wages for the period of such 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;
- (iii) and 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 to all Part-Time Collective Agreements as appropriate

DATE AGREED: March 06, 2020



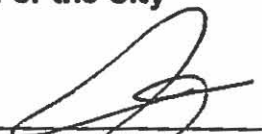
For the Union



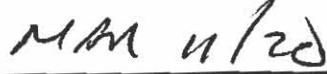
For the City




For the Union



For the City



Date Signed Off



Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT
MARCH 13, 2020**

Article 17- LEAVE OF ABSENCE

Amend Article 17 as follows:

17.03

Pregnancy/Parental Leave

17.03

- (a) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of the Employment Standards Act, 2000, S.O. 2000, as amended.
- (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.
- (c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 17.03(a), or is granted in accordance with clause 17.03(b), shall be at the discretion of the Division Head concerned, and shall not involve any expense to the City, but shall result in no loss of seniority.
- (d) The City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 12 and shall pay its share of the pension contributions under Article 13 for any pregnancy and/or parental leave taken pursuant to clauses 17.03(a) or 17.03(b), unless the employee elects in writing that he/she does not wish benefit coverage.
- (e) Pregnancy and/or parental leave in accordance with clauses 17.03(a) or 17.03(b) shall not involve any expense to the City, except as provided in clauses 6.03(c) (Increments), 10.01(d)(ii) (Vacation), 17.03(d), 17.04 and 17.05.

17.04

Pregnancy Leave Top-up

- (a) An employee who is eligible for pregnancy leave under clause 17.03(a) or an employee who requests and is granted pregnancy leave under clause 17.03(b), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:
 - (i) For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City; and,

- (ii) For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between ~~eighty seventy-five~~ percent (85%)(75%) of her regular rate and the sum of her weekly Employment Insurance benefits and any other earnings.
- (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.
- (c) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.

17.05

Parental Leave Top-up

- (a) An employee who is eligible for parental leave under clause 17.03(a) or who requests and is granted parental leave under clause 17.03(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:

- (i) For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable); and,
- (ii) For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between ~~eighty seventy-~~ five percent (85%)(75%) of the employee's regular rate and the sum of the employee's weekly Employment Insurance benefits and any other earnings, provided the employee is taking a parental leave of no longer than thirty-five (35) weeks.

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

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

- (b) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their unemployment insurance benefits for the period of unemployment.
- (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.


Flow through to all Part-Time Collective Agreements as appropriate

ARTICLE 23- NOTICE OF CONTRACTING OUT

Amend Clause 23.01(e) as follows:


23.01(e) Should the City contract out or privatize any bargaining unit work, no permanent employee with fifteen (15) years of seniority as at December 31, ~~2019~~ **2024** shall lose his/her employment as a result of contracting out or privatization. Employees affected as a result of contracting out shall have access to the provisions of Article 21.

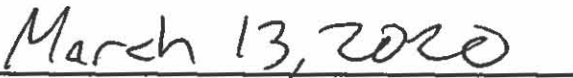
DATE AGREED: March 13, 2020

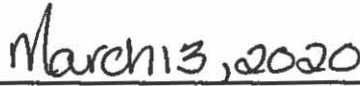

For the Union


For the City


For the Union


For the City


Date Signed Off


Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

**ARTICLE 17 – LEAVE OF ABSENCE
EMPLOYEES SEEKING ELECTION TO POLITICAL OFFICE**

Amend Clause 17.13 as follows:


Employees Seeking Election to Political Office

17.13

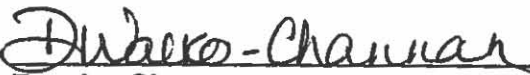
The Toronto Public Service By-law, Chapter 192, Political Activity, dated December 31, 2015, ~~The City will ensure that the City policy concerning "Employees Seeking Election to Political Office"~~ as it may be amended from time to time, is applicable accessible to employees in the Local 79 unit.

Flow through to all Part-Time Collective Agreements


DATE AGREED: February 26, 2020



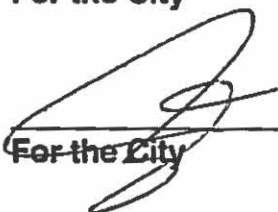
For the Union




For the City



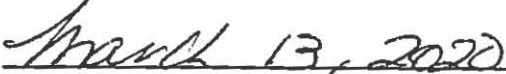
For the Union



For the City



Date Signed Off



Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

**ARTICLE 17 – LEAVE OF ABSENCE
LEAVE OF ABSENCE FOR CHIEF STEWARD AND UNIT OFFICERS**

Amend Clause 17.21(a) as follows:

Leave of Absence for Chief Steward and Unit Officers

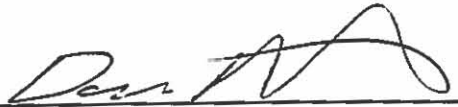

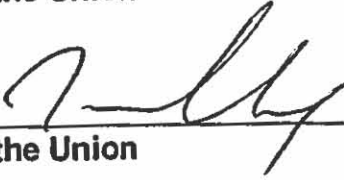
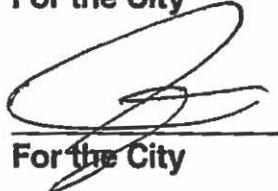

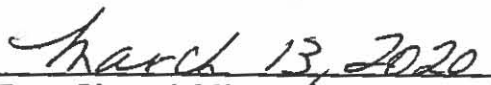
17.21(a)

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 and Services Part- Time, Unit B Part-Time and Recreation Workers Part- Time, or alternates as designated by Local 79 will be granted leaves of absence of ~~five (5) two (2)~~ days per week without loss of pay or benefits. The leave of absence for the Chief Steward and Unit Officers shall result in no loss of seniority or service. The City shall pay the wages, vacation and benefits of the Chief Steward and Unit Officers and shall invoice Local 79. Local 79 shall remit, forthwith, full reimbursement for the Chief Steward and Unit Officers' wages, vacation and benefits to the City.

CLARITY NOTE:

~~A Part-time Unit Officer(s) will provide the City with his/her proposed leave of absence days as noted above as early as possible. A Part-time Unit Officer(s) may from time to time flex his/her leave of absence days within a thirty (30) day period. Such changes to his/her proposed leave of absence days will be reported to the City as soon as possible and will not result in a Part-time Unit Officer taking more than the equivalent leave of absence days for Unit Officer duties noted in the clause above within a thirty (30) day period.~~

Flow through to Part-Time Collective Agreements as appropriate

DATE AGREED: March 08, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

CUPE LOCAL 79
AND
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MARCH 13, 2020

Leave of Absence for Chief Steward and Unit Officers

17.21(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

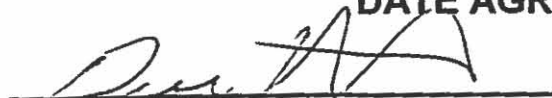
↑ with pay and full benefits

Officers representing the Long Term Care Homes and Services Part- Time, Unit B Part-Time and Recreation Workers Part- Time, or alternates as designated by Local 79 will be granted leaves of absence of five (5) ~~two (2)~~ days per week without loss of pay or benefits. The leave of absence for the Chief Steward and Unit Officers shall result in no loss of seniority or service.

~~The City shall pay the wages, vacation and benefits of the Chief Steward and Unit Officers and shall invoice Local 79 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 part-time)

DATE AGREED: March 13, 2020



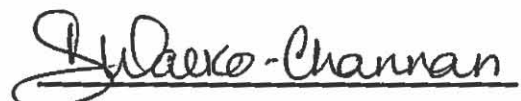
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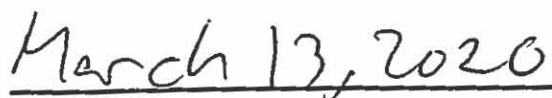
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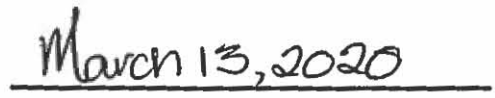
For the Union



For the City



Date signed Off



Date signed off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

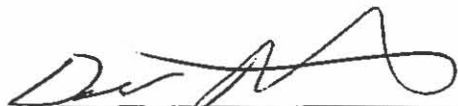
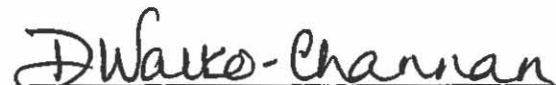




**ARTICLE 25 – PROTECTIVE EQUIPMENT, PROTECTIVE CLOTHING AND
WEARING APPAREL**

Amend Clause 25.04 as follows:

25.04 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 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
FULL-TIME AGREEMENT**

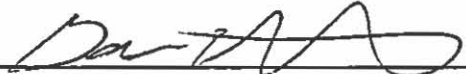
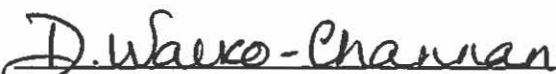

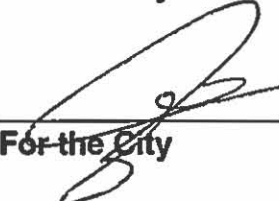


ARTICLE 31 – CHANGE OF ADDRESS

Amend Clause 31.01 as follows:

31.01

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

Flow through to all Part-Time Collective Agreements as appropriate

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
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FULL-TIME AGREEMENT**

ARTICLE 34 – PRINTING OF THE COLLECTIVE AGREEMENT

Amend Clause 34.01 as follows:

34.01

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.

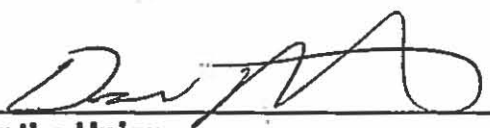
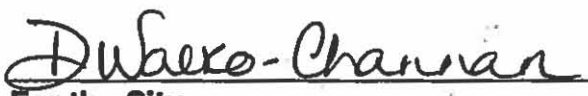
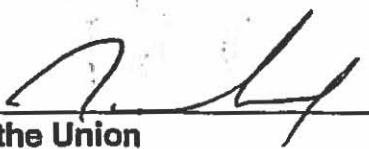


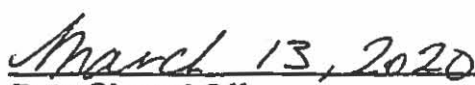
34.02

The City shall post the Collective Agreements on the City of Toronto Intranet as soon as reasonably possible following ratification. The City shall post a link to Local 79's website for the purpose of providing Local 79 members with access to seniority lists and a list of Officers and Stewards.

34.03

The City agrees to provide, upon request from an employee or from Local 79 on behalf of an employee, a copy of the applicable new Collective Agreement between Local 79 and the City in a format compliant with the Accessibility for Ontarians with Disabilities Act (AODA).

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
 _____ Date Signed Off	 _____ Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

**ARTICLE 35 – HEALTH & SAFETY
LETTER OF INTENT
HEALTH & SAFETY POLICIES**

Amend the LETTER OF INTENT INTERIM HEALTH & SAFETY POLICIES as follows:

**LETTER OF INTENT
HEALTH AND SAFETY POLICIES**

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

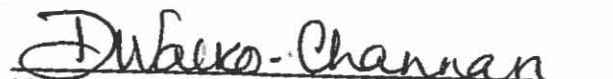
Where divisional Health and Safety policies conflict with Corporate Health and Safety policies, the Union and the City agree that the Corporate Health and Safety policies will prevail.

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

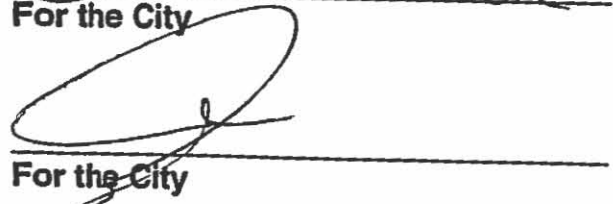
Flow through to all Part-Time Collective Agreements

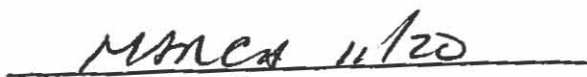
DATE AGREED: March 02, 2020

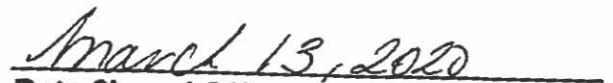

For the Union


For the City


For the Union


For the City


Date Signed Off


Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

ARTICLE 35 – HEALTH & SAFETY

**LETTER OF INTENT ITEMS
CRITICAL/SERIOUS INCIDENT OR ACCIDENT**

Add NEW LETTER OF INTENT CRITICAL/SERIOUS INCIDENT OR ACCIDENT 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 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.

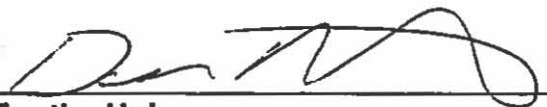
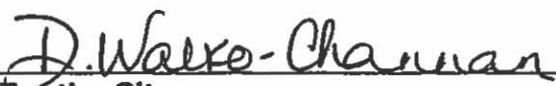
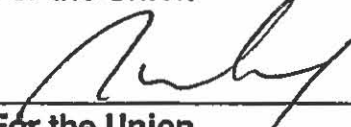
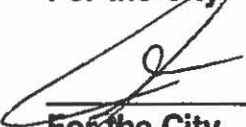
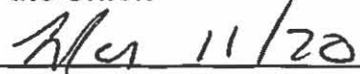
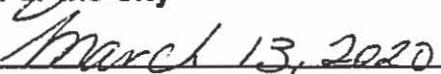
~~Debriefing for directly affected employees, in a timely manner; and EAP counselling services shall be made available in the affected workplace(s), as quickly as possible;~~

~~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 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
FULL-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 35 – HEALTH & 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

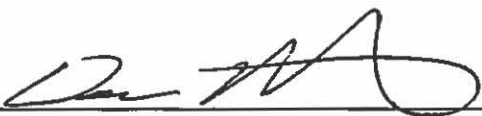
The parties agree that the City's Domestic Violence policy shall continue to be posted electronically.

~~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 to all Part-Time Collective Agreements


DATE AGREED: January 15, 2020



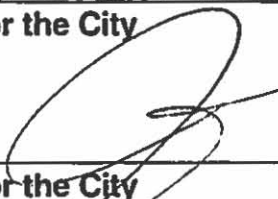
For the Union



For the City



For the Union



For the City

Date Signed Off



Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 35 – HEALTH & SAFETY
CRISIS PREVENTION INTERVENTION TRAINING**

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

Crisis Prevention Intervention Training

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

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

The parties acknowledge that some City Divisions provide training to employees that the Division deems appropriate for the type of situations employees may encounter.

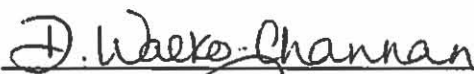
Where Local 79 identifies City Divisions where training is not currently offered, and where both the Division and Local 79 agree that such training, will be beneficial to employees, the Division, in consultation with the Joint Health and Safety Committee, will develop and implement training.

Flow through to all Part-Time Collective Agreements

DATE AGREED: January 15, 2020



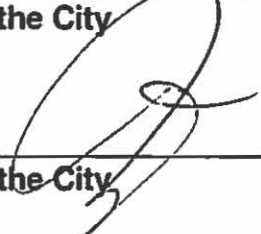
For the Union



For the City

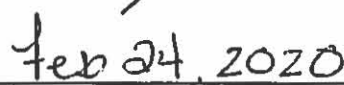


For the Union



For the City

Date Signed Off



Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

ARTICLE 35 – HEALTH & SAFETY


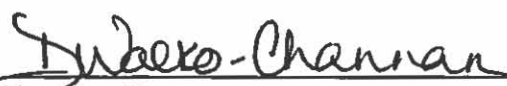


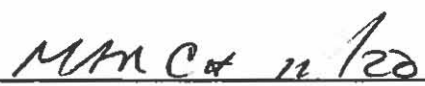

**LETTER OF INTENT
PAYMENT TO ATTEND HEALTH & SAFETY COMMITTEE MEETINGS**

Add New **LETTER OF INTENT PAYMENT TO ATTEND HEALTH & SAFETY COMMITTEE MEETINGS 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 (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 to all Part-Time Collective Agreements

DATE AGREED: March 08, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

ARTICLE 36 -- EMPLOYMENT EQUITY AND DIVERSITY

Amend Article 36 as follows:

EMPLOYMENT EQUITY AND DIVERSITY

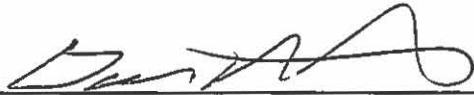
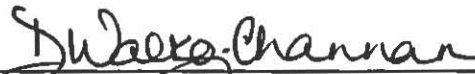
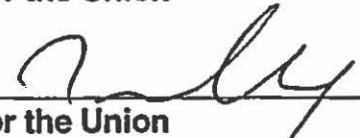
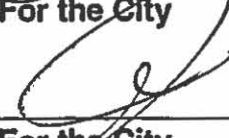
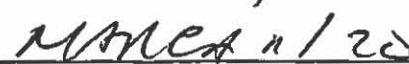
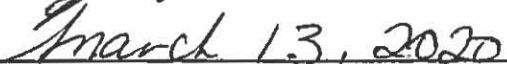
36.01

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 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
FULL-TIME AGREEMENT**


ARTICLE 44 – REVIEW OF TEMPORARY EMPLOYEES

Amend Clause 44.01 as follows:

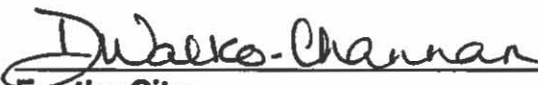
44.01

Commencing on January 1, 2013, and every two years thereafter, a review of temporary employees shall take place. Where it has been determined that a temporary employee has been continuously employed for longer than one (1) year as of the date of the review, the status of the position will be reviewed with the Union and the City, and if the City intends to continue to fill the position, the position will be filled as a permanent position in accordance with the provisions of Article 15, unless the position is one to which a permanent employee has claim or the position is expected to be eliminated in the near future. The City will provide information for the review from each Division no later than June 30th of the review year.

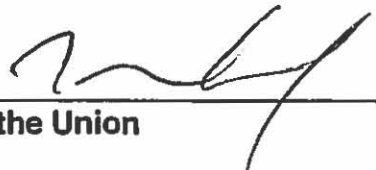
DATE AGREED: March 06, 2020



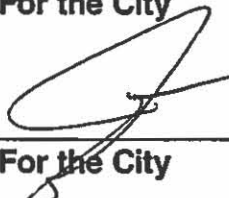
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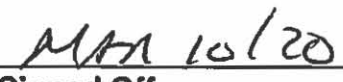
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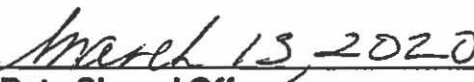
For the Union



For the City



Date Signed Off



Date Signed Off

ARTICLE 48- CITY OF TORONTO POLICIES

The Parties agree to amend this Article as follows:

48.01

The parties agree that the following policies apply to Local 79 members ~~to append the following to the Collective Agreement:~~

Earned Deferred Leave Policy

Family Medical Leave Policy

Leave without Pay Policy

Military Service Policy

Psychological Health and Safety Policy

~~Request for Parking for Employees with a Disability Procedure Document~~

48.02

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

48.03

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

Flow through to all Part-Time Collective Agreements as appropriate

CITY OF TORONTO POLICIES

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

~~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

Date Signed Off

Date Signed Off

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**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**


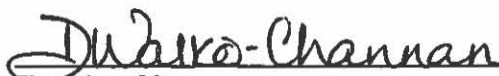

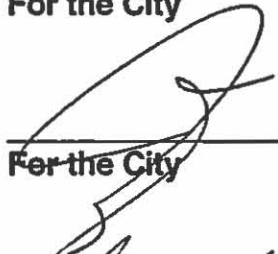
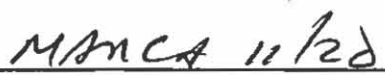

**APPENDIX "A"
TORONTO PARAMEDIC SERVICES**

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

Psychologist Benefits

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

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

DATE AGREED: February 21, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

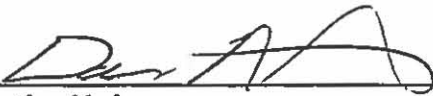
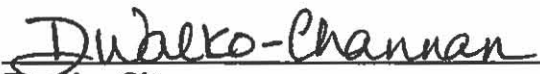



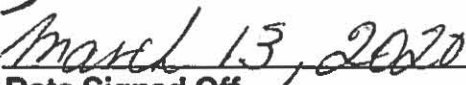
**LETTER OF INTENT ITEMS
STUDENT EMPLOYMENT**

Amend the LETTER OF INTENT STUDENT EMPLOYMENT as follows:

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

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

Flow through to Unit B Part-Time Collective Agreement

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
FULL-TIME AGREEMENT**

LETTER OF INTENT ITEMS

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 Homes and Services Division and the desire of members of Local 79 Long Term Care Homes and 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 to Long-Term Care Homes & Services Part-Time Collective Agreement as appropriate

DATE AGREED: February 21, 2020



For the Union



For the City



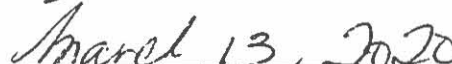
For the Union



For the City



Date Signed Off



Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

**LETTER OF INTENT ITEMS
GRANDFATHERING OF PART-TIME EMPLOYEES**

Amend the LETTER OF INTENT GRANDFATHERING OF PART-TIME EMPLOYEES as follows:

**LETTER OF INTENT
GRANDFATHERING OF PART-TIME EMPLOYEES**


The Arbitration Award including its Schedule issued on December 21, 2015 by Bram Herlich, except for the reservation of the Arbitrator's jurisdiction, forms part of this Collective Agreement, and is enforceable pursuant to the grievance and arbitration provisions set out in this Collective Agreement. The parties agree that this Letter of Intent will be removed from the Collective Agreement when all the employees listed on the Schedule are no longer employed by the City.

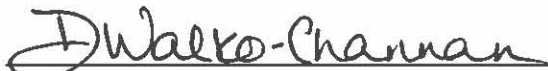
~~This letter of intent applies to part-time employees who were deemed to fall within the full-time Collective Agreement in accordance with Article 10(a) and (b) of the Agreement incorporated into paragraph 13 of the Ontario Labour Relations Board Order dated November 19, 1998 under OLRB file No. 1202-98-PS and any other employees the parties agree are to be included in the full-time Collective Agreement.~~

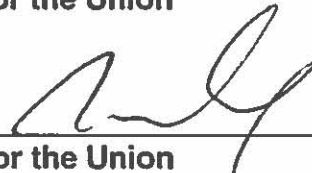
- ~~1. The parties agree to meet within ninety (90) days of the issuance of the Interim Award for the following purposes:
 - ~~(i) to determine and agree on a list of employees covered by Article 10(a) and (b); and,~~
 - ~~(ii) to identify the present terms and conditions of these employees.~~~~
- ~~2. Until the parties have completed the process in (1) and (2) above, the employee's terms and conditions shall be governed by the employee's predecessor Collective Agreement.~~
- ~~3. The wage increase from the full-time Collective Agreement shall apply to the employees referenced in the preamble and the parties further agree to meet within ninety (90) days of implementation to determine what other economic issues from the Interim Award will apply to this group of employees.~~
- ~~4. Either party may request the Chairperson or the OLRB to clarify the meaning of Article 10(a) and (b) of the OLRB decision dated November 19, 1998. Following the decision the parties shall meet to discuss the implementation of the decision.~~

~~If the parties are unable to resolve differences arising from the grandfathering of part-time employees by September 31, 2004 then either party may refer this matter to arbitration for resolution.~~

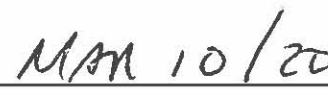
DATE AGREED: March 06, 2020



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
FULL-TIME AGREEMENT**


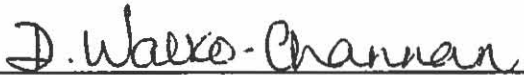
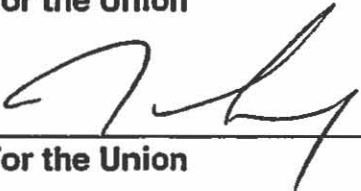

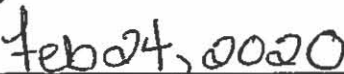
**MEMORANDUM OF AGREEMENT ITEMS
GENDER NEUTRAL PRONOUNS**

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

Gender Neutral Pronouns

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

Flow through 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
FULL-TIME AGREEMENT**

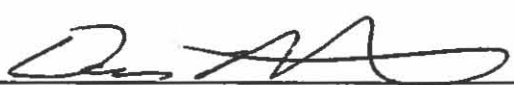
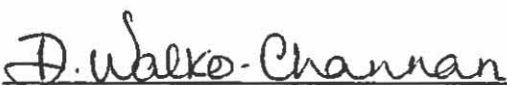
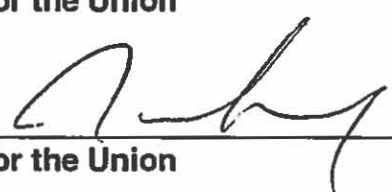
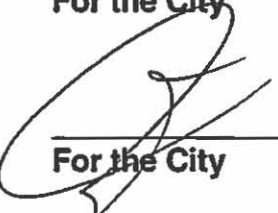
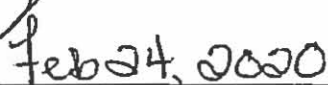
**MEMORANDUM OF AGREEMENT ITEMS
CORRESPONDENCE TO LOCAL 79**

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 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

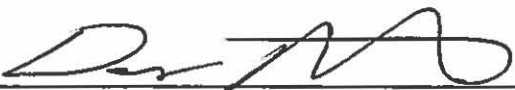
**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

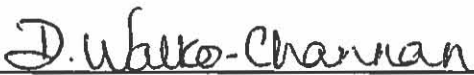
**MEMORANDUM OF AGREEMENT ITEMS
BULLETIN BOARDS**


Renew Memorandum of Agreement Item – Bulletin Boards


Flow through to all Part-Time Collective Agreements

DATE AGREED: January 15, 2020

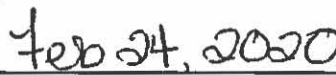

For the Union


For the City


For the Union


For the City

Date Signed Off


Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

MEMORANDUM OF AGREEMENT ITEMS

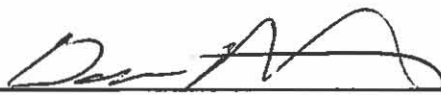
Report Review – Temporary Employee and Alternate Rate Reviews

Add NEW Memorandum of Agreement Item - Report Review – Temporary Employee and Alternate Rate Reviews

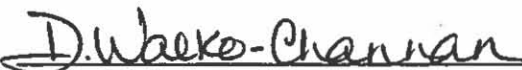
Report Review – Temporary Employee and Alternate Rate Reviews

The parties agree to meet within one hundred and twenty (120) days of ratification to discuss the information provided to the Union under Clauses 6.11 and 44.01 with a view to determining the feasibility of streamlining the information provided by the City. In the event that the parties agree on the format of the data, the new report format will be piloted in the 2021 reviews.

DATE AGREED: March 06, 2020



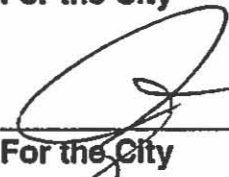
For the Union



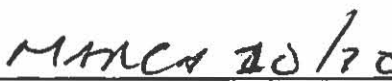
For the City




For the Union



For the City



Date Signed Off



Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

MEMORANDUM OF AGREEMENT ITEMS

COMMITTEE TO EXPLORE FLEXIBLE WORKPLACE POLICIES

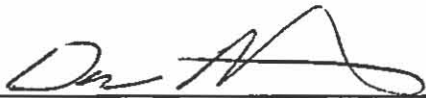
**Add New Memorandum of Agreement Item - COMMITTEE TO EXPLORE FLEXIBLE
WORKPLACE POLICIES**

COMMITTEE TO EXPLORE FLEXIBLE WORKPLACE POLICIES

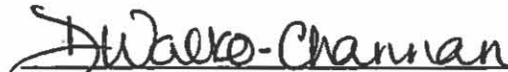
The City and the Union have an interest in exploring the possibility of flexible workplace policies that adapt to current needs. As a result, the parties commit to meet within 90 days of ratification to explore flexible workplace policies, including options for working from home and at alternate work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

Flow through to Unit B Part-Time Collective Agreement.

DATE AGREED: March 08, 2020



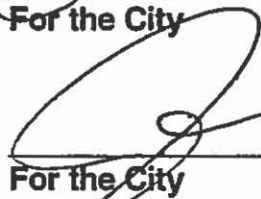
For the Union




For the City



For the Union



For the City



Date Signed Off



Date Signed Off

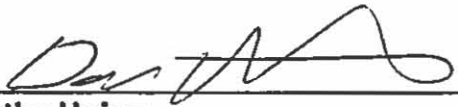
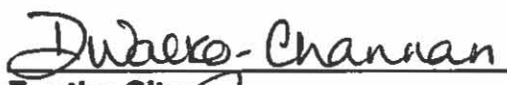

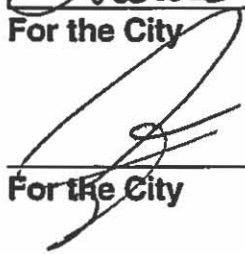
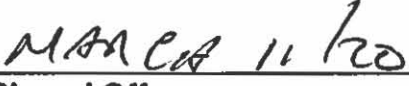
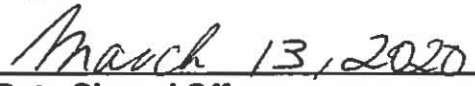
**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

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

Add New Memorandum of Agreement Item - APPENDIX "C" – TRI-PARTITE MEMORANDUM OF AGREEMENT ("CARRIAGE OF SENIORITY")



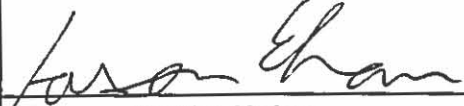

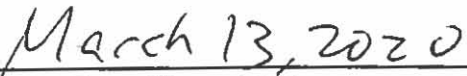
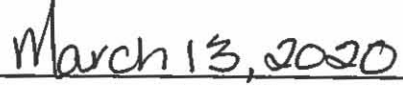
Upon receipt of a letter from TCEU Local 416 (to be obtained by Local 79) confirming their agreement, the City is prepared to discuss the provisions of Appendix "C" including but not limited to the movement of a Local 79 Part-Time employee to a position covered by the TCEU Local 416 Collective Agreement.

Flow through to all Part-Time Collective Agreements

DATE AGREED: March 02, 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 FULL-TIME Collective Agreement	
Article	Subject
10.08(a)	Postpone Vacation on return from WSIB/LTD
10.10	Division's response to vacation requests (15 days)
Art. 16 - LOI	Investigation Protocol
Art. 16 - LOI	Investigation Protocol/Grievance and Arbitration Provisions
27.01	Plural/Gender
28.02(c)	Technological Change Training/mentoring
Art. 35 - LOI	Joint Health & Safety Certification Training
Art. 48	48.01; 48.02 & 48.03 (New); City of Toronto Policies
Art.12-MOA	Extended HealthCare-Dental-Grouplife and LTD - Private Duty Nursing

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
FULL-TIME AGREEMENT**

ARTICLE 10 – VACATIONS

Amend Clause 10.08(a) as follows:

10.08(a)

Vacation due an employee on account of his/her previous year's service shall be completed before the end of the calendar year. An employee may, with the approval of his/her Division Head or at the request of such Division Head and with the consent of the employee, postpone the whole or part of such vacation to the following calendar year. Such request must be received by either the employee or the Division Head as the case may be no later than October 1 in any year. **Where an employee returns from a long-term absence due to WSIB or LTD after October 1st in a year, an employee's request to postpone the whole or part of a prior year's vacation shall not be unreasonably denied.**

DATE AGREED: March 10, 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
FULL-TIME AGREEMENT**

ARTICLE 10 – VACATIONS

Amend Clause 10.10 as follows:

10.10

Vacations will be scheduled in accordance with operational requirements Seniority will be taken into consideration for determining employee preferences.

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

Flow through to Unit B Part Time and Recreation Workers – Part-Time Collective Agreements as appropriate

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
FULL-TIME AGREEMENT**

**ARTICLE 16 – GRIEVANCE PROCEDURE
LETTER OF INTENT
GRIEVANCE AND ARBITRATION PROVISIONS**

**Amend and Rename LETTER OF INTENT GRIEVANCE AND ARBITRATION PROVISIONS
as follows:**

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

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

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

Meetings will be held at the request of either party.

Flow through to all Part-Time Collective Agreements

DATE AGREED: March 10, 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
FULL-TIME AGREEMENT**

ARTICLE 16 – GRIEVANCE PROCEDURE

**LETTER OF INTENT
INVESTIGATION PROTOCOL**

Amend 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 to all Part-Time Collective Agreements

DATE AGREED: March 10, 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
FULL-TIME AGREEMENT**

ARTICLE 27 – PLURAL

Amend Clause 27.01 as follows:

**ARTICLE 27
PLURAL/GENDER**

27.01

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 to all Part-Time Collective Agreements

DATE AGREED: March 08, 2020

For the Union

For the City

For the Union

For the City

Date Signed Off

Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

ARTICLE 28 – TECHNOLOGICAL CHANGE

Amend Clause 28.02(c) as follows:

28.02(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 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
FULL-TIME AGREEMENT**

**ARTICLE 35 – HEALTH & SAFETY
LETTER OF INTENT
JOINT HEALTH & SAFETY CERTIFICATION TRAINING**

Amend the LETTER OF INTENT INTERIM JOINT HEALTH & SAFETY CERTIFICATION TRAINING as follows:

**LETTER OF INTENT
JOINT HEALTH & 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 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 to all Part-Time Collective Agreements

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

**CUPE LOCAL 79
AND
CITY OF TORONTO
FULL-TIME AGREEMENT**

**Article 45
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 to all Part-Time Collective Agreements

DATE AGREED: March 12, 2020

For the Union

For the City

For the Union

For the City

Date Signed Off

Date Signed Off

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:
 - Employee instructions;
 - Notification that appropriate modified work is available;
 - [Form 6](#) (Employee's Report of Injury/Accident);
 - Covering letter to the treating health professional;
 - City of Toronto's *Health Professional's Report of Worker's Function form*
 - 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:
 - Time frame;
 - Funding arrangements;
 - Follow-up schedule;
 - Job accommodation measures.
7. The plan is copied to:
 - The employee;
 - At employee's request, employee's union representative;
 - The case coordinator (if involved);
 - 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:
 - Clarify medical and functional information;
 - Assist in referral to 3rd party assessment or treatment resources, external and/or internal;
 - 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.
 - 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:
 - A review of the current medical and functional information;
 - A review of the match between the employee's job demands, medical restrictions and functional abilities;
 - Obtaining further medical and/or functional information from the treating health professional;
 - Obtaining further information about the job duties/tasks and job demands;
 - 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:
 - The case coordinator contacts the ergonomics consultant, completes an Ergonomics Service Request form where appropriate and monitors the consultation process;
 - 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:
 - The supervisor, employee, case coordinator and health consultant if appropriate, discuss the changes;
 - 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.
 - 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
FULL-TIME AGREEMENT**

ARTICLE 48 – CITY OF TORONTO POLICIES

Amend Article 48 as follows:

- 48.01 The parties agree that the following policies apply to Local 79 members ~~to append the following to the Collective Agreement:~~

Earned Deferred Leave Policy

Family Medical Leave Policy

Leave without Pay Policy

Military Service Policy

Psychological Health and Safety Policy

~~Request for Parking for Employees with a Disability Procedure Document~~

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

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

Flow through to all Part-Time Collective Agreements as appropriate

DATE AGREED: March 10, 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
FULL-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 12 – EXTENDED HEALTHCARE/DENTAL/GROUPLIFE AND LTD
PRIVATE DUTY NURSING**

Renew Memorandum of Agreement Item - Private Duty Nursing

DATE AGREED: January 15, 2020

For the Union

For the City

For the Union

For the City

Date Signed Off

Date Signed Off

