

**FINAL
MEMORANDUM OF SETTLEMENT**

BETWEEN:

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

and

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) LOCAL 79
UNIT B – PART TIME
Hereinafter referred to as the "Union"**

1. The parties herein agree to the terms of this Memorandum and the attached agreed to items set out herein and in Appendix "A" hereto as constituting full settlement of all matters in dispute. This settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of the Memorandum to their respective principals for ratification. The Union hereby agrees to present the terms of this Memorandum for ratification no later than March 24, 2025.
3. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2025 to December 31, 2028.
4. The parties herein agree that the said Memorandum shall amend the Collective Agreement that expired on December 31, 2024 and become the Collective Agreement between the parties effective January 1, 2025.

Dated at Toronto this 8th day of March 2025.



For the Union



For the Union



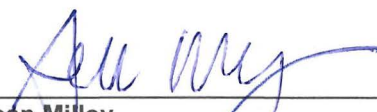
For the Union



For the Union



For the Union



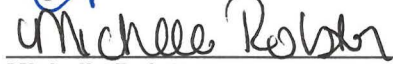
Sean Milloy



Elizabeth Kamande-Kinyanjui



Angie Conte



Michelle Rolston



Siobhán Wynne

ARTICLE 8 WAGES AND SALARIES

Across-the-Board Wage (ATB) Increases

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

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

Wage Grade Adjustments:

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

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

Job Title	Job Code/Wage Grade	Current Wage Grade	New Wage Grade
Registered Nurse SSHA	TP4179 / WG12	12	13
Registered Practical Nurse SSHA	TP4181 / WG8	8	9

2024 Wage Grade 12

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

2024 Wage Grade 13

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

2024 Wage Grade 8

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

2024 Wage Grade 9

1	2	3	4
\$25.17	\$36.25	\$37.36	\$38.53

Special Market Adjustments:

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

Job Title	Job Code/Wage Grade	Adjustment Pre-ATB January 1, 2025
Law Clerk	TP0258 / WG11	\$1.50
Prosecutor 2	TPS263 / WG13	\$2.00
Call Taker Paramedic Services	TP4543 / WG9	15%
Emergency Medical Dispatcher	TP4048 / WG11	15%
Public Health Nurse	TP0177 / WG 13	\$1.00
Public Health Inspector	TP0176 / WG13	\$1.00

				Current Rates				15% Adjustment			
		Grade	Wage Grade	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
TP4543	Call Taker Paramedic Services	79A9	9	\$35.17	\$36.25	\$37.36	\$38.53	\$40.45	\$41.69	\$42.96	\$44.31
TP4048	Emergency Medical Dispatcher	79B1	11	\$39.14	\$40.35	\$41.61	\$42.88	\$45.01	\$46.40	\$47.85	\$49.31

**LETTER OF INTENT
INTERIM ALTERNATE PROCESSES FOR CLAUSE 8.10**

AMEND Letter of Intent as follows:

**LETTER OF INTENT
INTERIM ALTERNATE PROCESSES FOR CLAUSE 8.10**

The parties agree that the following terms will apply January 1, ~~2025~~**2028**, until December 30, ~~2024~~**2028**, unless terminated by either party in accordance with section 6 of this Letter of Intent. If the parties agree, the terms of this Letter of Intent may be extended by mutual agreement in writing.

1. In the event of an overpayment in an amount that exceeds one thousand dollars (\$1,000.00):
 - (a) The City shall advise the employee in writing of such overpayment and will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred.
 - (b) In the event that the overpayment has been made to:
 - (i) an existing employee, the letter will ask the employee to contact the City within twenty (20) working days in order to establish a repayment schedule. The employee shall have the option of using his/her vacation or accumulated lieu time as part or all of the repayment schedule. The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O., 1990, as amended, unless the employee agrees otherwise;
 - (c) Should the employee disagree with the proposed recovery schedule, or fail to arrange repayment of the outstanding amount, the City shall meet with the employee to clarify the overpayment.
 - (d) The employee may be accompanied by a Union Representative should he/she so request. The letter will advise the employee that, if the employee does not respond within the time required, the City will invoke the adjudication procedure. The City shall send a copy of the letter to the Union within five (5) days with details of the amount claimed and (for existing employees) the City's repayment schedule or (for former employees) a request to pay the total amount outstanding.
 - (e) If there is no response to the letter, the City will make contact with the Arbitrator (from an agreed to list) to determine a suitable date for hearing. This will be done by email, with a copy to the Union's Recording Secretary and its contact person. The Union will be part of the process of setting a hearing date which will occur within the following thirty (30) working days.
 - (f) Once a hearing date is determined, the City will send the employee a letter, which gives notice of the hearing. The City sends a copy of this letter to the Union and to the Arbitrator. The copy to the Arbitrator should include details of the amount claimed by the City, and its proposed repayment schedule, if one is proposed by the City.

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

view to requesting the Arbitrator to vary the schedule. In this event, the Union will in writing request the City to convene a hearing for the Arbitrator to consider the request.

6. Either party may terminate this Letter of Intent by providing the other with sixty (60) days' notice in writing. Following the delivery of such notice, clause 9.04 shall apply.

ARTICLE 9 PREMIUM PAY PROVISIONS

ADD NEW clause 9.03(b) (iv) as follows:

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

AMEND clause 9.06 as follows:

Shift Bonus

9.06

Each employee of the City coming within the Local 79 Unit who, as part of a regularly scheduled work week works on a shift, any part of which, exclusive of overtime, falls within the hours of 7:00 p.m. of any day and 6:00 a.m. of the next following day, shall be paid for all hours worked on such shift, a bonus of one dollar and ~~thirty-five four~~ cents (\$1.3504) per hour provided that no such bonus shall be paid where premium pay is paid.

ADD NEW clause 9.07 as follows:

Shift Bonus

NEW 9.07

- (a) Where an employee who works in a forty (40) hour classification demonstrates current and substantial availability reasonably throughout the calendar year for work on shifts where the majority of hours fall on a Saturday and/or Sunday and such employee actually works a minimum of three hundred and eighty-four (384) hours on such shifts, he/she will receive a lump sum payment of two hundred and eighty-eight dollars (\$288.00) in addition to any other shift bonus he/she may have received.
- (b) Where an employee who works in a thirty-five (35) hour classification demonstrates current and substantial availability reasonably throughout the calendar year for work on shifts where the majority of hours fall on a Saturday and/or Sunday and such employee actually works a minimum of three hundred and thirty six (336) hours on such shifts, he/she will receive a lump sum payment of two hundred and eighty-eight dollars (\$288.00) in addition to any other shift bonus he/she may have received.

Said lump sum amount shall be paid on or about December 31st of each year.

ARTICLE 12 SENIORITY

AMEND clause 12.06 as follows:

12.06

An employee covered by ~~any Local 79 City of Toronto Collective the Long Term Care Homes and Services Part-time Agreement or the Recreation Workers Part-time Agreement~~ who moves to a ~~part-time position covered by this Collective Agreement~~ shall carry their ~~his/her~~ seniority and service as calculated, defined and prescribed in ~~their his/her~~ respective Collective Agreement.

ARTICLE 13 JOB POSTINGS

AMEND clause 13.03 as follows:

Job Posting to the Full-Time Bargaining Unit

13.03

Should a reversion under clause 15.14(a) in the Local 79 Full-Time Collective Agreement be necessary or requested by an employee who was employed in the Local 79 Part-Time Unit B bargaining unit immediately prior to accepting a position in the Local 79 Full-Time bargaining unit, the employee will be reverted to ~~their his/her~~ former classification and Division in the Local 79 Part-Time Unit B bargaining unit, and shall be credited to him/her the service standing to ~~their his/her~~ credit at the time of reversion, including the service earned in the Local 79 Full-Time bargaining unit immediately prior to such reversion. Such service shall be designated as the employee's seniority pursuant to clause 1.01 of the Local 79 Part-Time Unit B Collective Agreement.

The employee shall be offered work in the same Division, work area and/or program unit as he/she was employed in prior to becoming an employee in the Local 79 Full-Time bargaining unit, subject to the availability of work, with the objective that to the greatest extent possible, the employee is given the opportunity to work the hours they had worked prior to ~~their his/her~~ promotion or appointment to a position in the Local 79 Full-Time bargaining unit. **Only one reversion may be requested by the employee per calendar year.**

ARTICLE 17 LEAVE OF ABSENCE

AMEND clauses 17.01(a) as follows:

Bereavement Leave

17.01(a)

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

AMEND clause 17.06 as follows:

Pregnancy/Parental Leave

17.06

Effective September 1, 2025, during ~~On returning from~~ pregnancy and/or parental leave, the employee's seniority shall be adjusted for each full pay period of absence by the average hours worked per pay period in the eight (8) full pay periods preceding the leave of absence. ~~The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list produced in accordance with clause 12.03 following the employee's return to work.~~

ADD NEW clause 17.19(b) as follows:

Leave of Absence for Chief Steward and Unit Officers

17.19(a)

Upon request from Local 79, the City shall provide a full-time leave of absence with pay and full benefits for the Chief Steward and four (4) Unit Officers of Local 79. 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) 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.

17.19(b)

The Union shall ensure that employees on leave in accordance with Article 17.19 (a) record their time and attendance in accordance with the Collective Agreement. Vacation will be taken and managed in accordance with the Collective Agreement. In no circumstances will an employee be paid out for unused vacation.

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

**ARTICLE 24
REQUEST FOR TRANSFER**

AMEND clause 24.01 as follows:

24.01(d)

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

24.01(f) (d)

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.

**ARTICLE 25
WORKPLACE SAFETY AND INSURANCE BENEFITS**

AMEND clause 25.02 as follows:

25.02

- (a) Where an employee sustains a work related injury or a compensable illness and is unable to work as a result thereof, upon approval of his/her claim he/ she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Board.
- (b) Where an employee's claim is denied and the employee has otherwise qualified for IIP Pay, the employee may claim benefits in accordance with the provisions of Article 44 (IIP), provided the employee has available IIP pay to cover any portion of the absence.
- (c) Where an employee receives monies in excess of his appropriate net pay amount, such excess shall be treated as an overpayment and the City shall make recovery from the employee's wages.

The employee may, within five (5) working days of notification of the overpayment, request to have the overpayment recovered from their:

- (i) Wages; and/or
- (ii) Vacation bank, subject to Division approval; and/or
- (iii) Accumulated lieu time; and/or
- (iv) IIP, provided that the employee would have been qualified to use their IIP as per Article 44 (IIP) of the Collective Agreement and the absences are substantiated and is subject to Division approval.

Such request and/or Divisional approval shall not be unreasonably denied.

This does not preclude the employee from making a full or partial payment.

If approval is granted to deduct the overpayment from the employee's vacation bank, accumulated lieu time, and/or IIP, and if the amount of overpayment is greater than the vacation bank, accumulated lieu time, and/or IIP, or if no request is made within five (5) working days or approval is not granted, the City shall recover the excess from the employee's wages.

In the event that the employee elects to repay the City through a deduction from wages, clause 8.10 of the Collective Agreement will apply. The affected employee must provide the City with any recovery consents required by law.

In the event that the employee disagrees with the recovery of any wages, the City may utilize the recovery of overpayment process outlined in Article 8.

AMEND clause 25.03 as follows:

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

ARTICLE 27 SCHEDULING

ADD NEW clause 27.04(d) as follows:

27.04 (d) It is understood that when a designated holiday becomes available, it will be scheduled for the most senior-ranking employee in the classification, unless the employee provides notice at least six (6) weeks prior to the schedule indicating they will not be working the designated holiday, in accordance with Article 10.01.

ARTICLE 28 LETTER OF INTENT HEALTH AND SAFETY

DELETE Letter of Intent as follows:

LETTER OF INTENT HEALTH AND SAFETY SUMMIT

~~The City agrees to work with the two (2) full-time Local 79 Health and Safety Representatives (appointed as per clause 28.05) to organize a Health and Safety Summit which will be held once during the term of the Collective Agreement. The parties may, by mutual agreement, hold additional Summits.~~

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

~~The City will grant paid leave of absence for attendance at the Health and Safety Summit for one (1) Local 79 member of each City of Toronto Health and Safety Committee as elected/selected by the Local 79 members of the Committee. Local 79 and the City will share equally any additional costs of the day which are agreed to by the parties.~~

ARTICLE 32 TERM OF AGREEMENT AND NOTICE TO BARGAIN

AMEND clause 32.01 as follows:

32.01

This agreement shall remain in force from the 1st day of January, ~~2025~~ until and including the 31st day of December, ~~2028~~ **2024** and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement.

ARTICLE 34 EXTENDED HEALTHCARE/DENTAL/GROUP LIFE INSURANCE

Benefit changes contingent on ratification of the Full-Time Collective Agreement.

AMEND clause 34.01(d) as follows:

34.01(d)

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

except that the initial open period for an employee shall be the **four (4)two (2)** weeks following the pay period in which the employee becomes eligible subject to clause 34.01(a) and where an employee returns from a leave of absence or layoff will be provided with a **four (4)two (2)** week open period.
Applications will only be accepted electronically.

AMEND clause 34.01(e) as follows:

34.01(e) Prior to the beginning of the "scheduled open period" in **November December**, each employee who is eligible for benefits in accordance with Article 34.01(a) will receive a summary of the hours he/she has worked in the previous eight (8) pay periods and a summary of the amount of both the employer's and the employee's portion for each benefit.

ARTICLE 37 PENSIONS AND RETIREMENT

AMEND clause 37.01 as follows:

37.01(a)

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

~~(i) has earned at least 35% of the Year's Maximum Pensionable earnings~~

~~(ii) (YMPE) under the Canada Pension Plan, or has been paid or deemed to have been paid 700 hours.~~

ADD NEW clause 37.XX as follows:

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

ARTICLE 44 ILLNESS OR INJURY PLAN (IIP)

AMEND clause 44.08 as follows:

44.08 (b)

An eligible employee not covered by clause 44.08(a), who is not actually at work on his/her first shift on or after January 1st and immediately prior has been absent due to illness or injury or unauthorized absence and either in receipt of IIP hours or has exhausted his/her IIP hours, will not receive his/ her renewed IIP hours until he/she has actually returned to work for a period of at least **one hundred and forty seventy (140 70) or one hundred and sixty eighty (160 80)** aggregate hours, as applicable.

44.08 (c)

An eligible employee covered by clause 44.08(b) or 44.10(b) shall continue to retain any remaining IIP hours from the previous year, until he/she has returned to work for **one hundred and forty seventy (140 70) or one hundred and sixty eighty (160 80)** aggregate hours, as applicable.

44.08 (d)

In addition to the objectives set out in clause 34.03, the Benefits Monitoring Committee may address the following issues, in special circumstances:

- (i) renewing an eligible employee's IIP hours prior to the **one hundred and forty seventy (140 70)** or **one hundred and sixty eighty (160 80)** aggregate hour period referred to in 44.08(b);

MEMORANDUM OF AGREEMENTS

ADD NEW MEMORANDUM OF AGREEMENT as follows:

Article 13 JOB POSTINGS

Memorandum of Agreement Part-Time Reversion

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

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

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

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

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

AMEND and RENEW MEMORANDUM OF AGREEMENT as follows:

ARTICLE 27 SCHEDULING

Memorandum of Agreement Pilot Project for Exploring Alternate Means of Scheduling Unit B – Part Time

Principles

This Memorandum shall not form part of the Collective Agreement. ~~and shall terminate on December 31, 2017.~~

In an effort to provide consistent service to members of the public and to provide, subject to operational needs, where possible, equitable and predictable scheduling, the Division will explore alternate means of scheduling.

When developing schedules, the Division shall give due consideration to employee seniority, the requirements and efficiency of the operations and current and substantial availability of the employee.

Within six (6) months from the date of ratification of the Collective Agreement, the Division shall notify Local 79 of the implementation of any pilot project(s) with regards to alternate means of scheduling.

Prior to implementing any pilot project(s) related to alternate means of scheduling, the Division shall notify Local 79 of:

- the classification(s) to which the pilot project(s) shall apply;
- the program unit(s)/ location(s) where the pilot project(s) shall operate;
- the length of the pilot project(s);
- the methodology of how the pilot project(s) will be administered; and
- any other information deemed relevant.

The Division will offer Local 79 the opportunity to provide feedback.

Employees will be notified in advance of changes to the current scheduling process.

Either party may request to meet at the halfway point of the pilot project to discuss its progress. Where a dispute arises regarding the scheduling of an employee, the employee's immediate supervisor will be given an opportunity to discuss and address the dispute. Should the dispute not be resolved with the immediate supervisor, the employee, a Local 79 representative and the Unit Officer shall meet with two (2) Division designates to discuss the dispute with a view to resolving the matter. The Division shall provide a timely decision with respect to the matter. Any such dispute will not be subject to the grievance process. During the dispute resolution procedure, access to documents and information concerning the dispute shall not be unreasonably denied.

The Division may, at the end of the pilot project, either modify the scheduling project or revert back to the current scheduling practice. If there is a negative operational impact, the Division may cancel the pilot project with notice to the Union and to impacted employees at any time before the beginning of the next schedule cycle.

Procedure

1. The Division shall establish work schedules for pre-scheduled work and offer call in work in the identified locations/program unit(s).
2. Employees shall provide current and substantial availability at a level operationally determined by the Division.
3. Employees may increase availability for pre-scheduled work and call in work at any time in accordance with the established procedures at times determined by the Division. This change in availability will be taken into account in preparing subsequent posted schedules and assigning subsequent call in work.
4. Employees will not be required to maintain their availability for pre-scheduled shifts after the schedule has been posted, for the duration of the applicable schedule period.
5. Employees shall be required to maintain their stated availability for call in work, after the schedule has been posted, for the duration of the applicable schedule period.
6. Notwithstanding clause 27.04(a) in the Collective Agreement, schedules will be posted four (4) weeks in advance of the effective date of the schedule. The procedure for shift exchanges between part-time employees will be in accordance with clause 27.05.

Unless otherwise noted in this Memorandum, the scheduling provisions under Article 27 of the Unit B Collective Agreement shall apply to employees who are involved in the pilot project.

RENEW MEMORANDUM OF AGREEMENT as follows:

Memorandum of Agreement
Review Of Part-Time Employees Working In Full-Time Assignments

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

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

Article 28
HEALTH & SAFETY

RENEW MEMORANDUM OF AGREEMENT as follows:

Memorandum of Agreement
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.

RENEW MEMORANDUM OF AGREEMENT as follows:

The following Article from the Local 79 Full-Time Collective Agreement is appended hereto for information purposes only. Entitlement to any of these benefits will be determined by the terms of the Part-Time Collective Agreement.

Article 12
EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM DISABILITY INSURANCE

ADD NEW MEMORANDUM OF AGREEMENT as follows:

Article 11

VACATION
Memorandum of Agreement
Children's Services Vacation Scheduling

The parties agree to meet within ninety (90) days of the ratification of the Collective Agreement for the purposes of reviewing the vacation policy and process for scheduling vacation.

ADD NEW MEMORANDUM OF AGREEMENT as follows:

Memorandum of Agreement
Remote - Hybrid Work Arrangements

The parties agree to meet within ninety (90) days of the ratification of the Collective Agreement to discuss issues related to the City's Remote Work Policy - Hybrid Work.

Article 11
GRIEVANCE PROCEDURE

ADD NEW MEMORANDUM OF AGREEMENT as follows:

Memorandum of Agreement
Expedited Grievance Procedure

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

Housekeeping Items

1. Replace 'Executive Director of Human Resources' with 'Chief People Officer' in all instances throughout this agreement - Union's counterproposal of February 20, 2025 (Union #8).

Letters of Intent

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

APPENDIX A

**CITY OF TORONTO AGREED TO ITEMS TO THE CUPE LOCAL 79 UNIT B – PART TIME
COLLECTIVE AGREEMENT
MARCH 7, 2025**

AGREED ITEM	DATE AGREED
Amend clause 13.04 – Article 13 – Job Postings Part-Time Employment Opportunities	December 17, 2025
Renew Memorandum of Agreement Item - Article 2 Recognition Placement of Part-Time Employees in the Full-Time Collective Agreement – Non-Correlate Classifications	January 7, 2025
Renew Memorandum of Agreement Item – Bulletin Boards	January 7, 2025
Renew Memorandum of Agreement Item – Correspondence to Local 79	January 7, 2025
Renew Memorandum of Agreement Item – Gender Neutral Pronouns	January 7, 2025
Add NEW MOA Expedited Arbitration	March 3, 2025
(Housekeeping) Replace 'Human Resources' with 'People & Equity'	March 3, 2025
Delete Article 14 – Temporary Full-Time Assignment	March 3, 2025
Renew Memorandum of Agreement Item – Article 28 Health & Safety Domestic Violence/Intimate Partner Violence Policy	March 7, 2025
Renew Memorandum of Agreement Item – Article 28 Health & Safety Critical/Serious Incident or Accident	March 7, 2025
Renew Memorandum of Agreement Item – Article 41 Training To Improve Opportunities For Internal Mobility	March 7, 2025
Renew Memorandum of Agreement Item – Article 12 Seniority – Confirmation of Employee's Seniority Date	March 7, 2025
Renew Memorandum of Agreement Item – Article 27 Scheduling – Shift Scheduling	March 7, 2025
Renew Memorandum of Agreement Item – Article 41 Education, Training and Upgrading Programs – Training to Improve Opportunities For Internal Mobility	March 7, 2025
Renew Memorandum of Agreement Item – Article 12 EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM DISABILITY INSURANCE	March 7, 2025

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

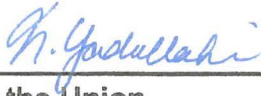
Article 14- TEMPORARY FULL TIME ASSIGNMENT

Delete and renumber as follows:

14.03

~~It is understood and agreed that an employee covered by a Full-Time Collective Agreement who has been laid off in accordance with the provisions of that agreement, and who is subsequently employed under the provisions of this Collective Agreement, shall not carry his/her seniority accumulated in the Full-Time Bargaining Unit to the Unit B Part-Time Unit and shall not lose his/her right of recall with respect to his/her full-time position. The foregoing does not apply to an employee who has been reassigned to the Full-Time Bargaining Unit under the LOI - Temporary Full-Time Assignments in this agreement.~~

DATE AGREED: February 20th, 2025



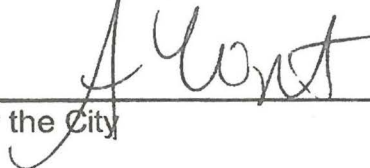
For the Union



For the City



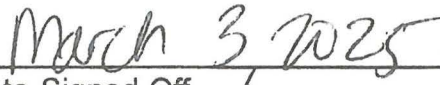
For the Union



For the City



Date Signed Off




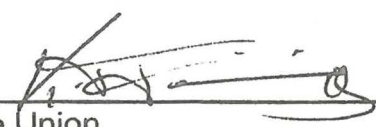

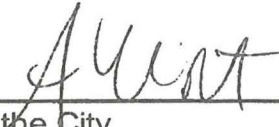
Date Signed Off

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

Amend the Collective Agreement as follows:

The Union agrees with the City's proposal to replace 'Human Resources' with 'People and Equity' in all instances throughout this agreement.

Flow through from the Full – Time Collective Agreement.

DATE AGREED: February 27th, 2025	
<div style="text-align: center;"> _____ For the Union</div> <div style="text-align: center; margin-top: 20px;"> _____ For the Union</div> <div style="text-align: center; margin-top: 20px;"><u>March 2, 2025</u> _____ Date Signed Off</div>	<div style="text-align: center;"> _____ For the City</div> <div style="text-align: center; margin-top: 20px;"> _____ For the City</div> <div style="text-align: center; margin-top: 20px;"><u>March 3, 2025</u> _____ Date Signed Off</div>

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

**MEMORANDUM OF AGREEMENT ITEMS
EXPEDITED ARBITRATION**

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

**Article 16
GRIEVANCE PROCEDURE
Memorandum of Agreement
Expedited Arbitration**

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

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

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

DATE AGREED: FEBRUARY 4, 2025

M. Yaddallahi
For the Union

[Signature]
For the City

[Signature]
For the Union

[Signature]
For the City

March 2, 2025
Date Signed Off

Feb. 27, 2025
Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 2 RECOGNITION
PLACEMENT OF PART-TIME EMPLOYEES IN THE FULL-TIME COLLECTIVE
AGREEMENT – NON-CORRELATE CLASSIFICATIONS**


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

Flow through to all Part-Time Collective Agreements.

DATE AGREED: January 7, 2025




For the Union



For the City



For the Union



For the City

01-23-2025

Date Signed Off




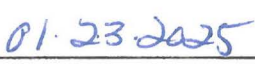
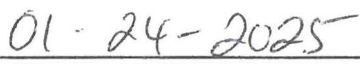
01-24-2025

Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
UNIT B - PART-TIME COLLECTIVE AGREEMENT
MEMORANDUM OF AGREEMENT ITEMS
GENDER NEUTRAL PRONOUNS**

Renew Memorandum of Agreement Item – Gender Neutral Pronouns



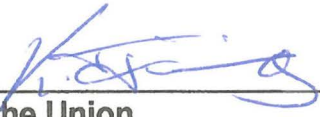
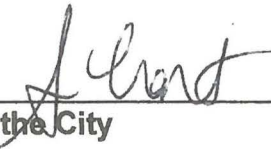
**Flow through from the Full-time Collective Agreement.
Flow through to all Part-Time Collective Agreements.**

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

**CUPE LOCAL 79
AND
CITY OF TORONTO
UNIT B - PART-TIME COLLECTIVE AGREEMENT
MEMORANDUM OF AGREEMENT ITEMS
CORRESPONDENCE TO LOCAL 79**

Renew Memorandum of Agreement Item – Correspondence to Local 79



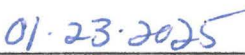

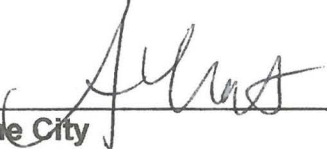
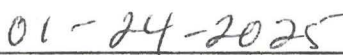
**Flow through from the Full-Time Collective Agreement.
Flow through to all Part-Time Collective Agreements.**

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

**CUPE LOCAL 79
AND
CITY OF TORONTO
UNIT B - PART-TIME COLLECTIVE AGREEMENT
MEMORANDUM OF AGREEMENT ITEMS
BULLETIN BOARDS**

Renew Memorandum of Agreement Item – Bulletin Boards

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

DATE AGREED: JANUARY 7, 2025	
<div style="text-align: center; margin-bottom: 10px;"> _____</div> <div style="text-align: center; margin-bottom: 10px;"> _____</div> <div style="text-align: center;"> _____</div>	<div style="text-align: center; margin-bottom: 10px;"> _____</div> <div style="text-align: center; margin-bottom: 10px;"> _____</div> <div style="text-align: center;"> _____</div>
For the Union	For the City
For the Union	For the City
Date Signed Off	Date Signed Off

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

ARTICLE 13 – JOB POSTINGS

Amend Clause 13.04 as follows:

Part-Time Employment Opportunities


13.04

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

DATE AGREED: December 17, 2024



For the Union



For the City



For the Union



For the City

01-23-2025

Date Signed Off

01-24-2025

Date Signed Off