

**FINAL  
MEMORANDUM OF SETTLEMENT**

**BETWEEN:**

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

**and**

**TORONTO CIVIC EMPLOYEES' UNION (T.C.E.U.), LOCAL 416 (CUPE)  
Hereinafter referred to as the "Union"**

1. The parties herein agree to the terms of this Memorandum and the attached agreed to items set out herein and in Appendix A, hereto, as constituting full settlement of all matters in dispute. This Settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals for ratification.
3. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2020, to December 31, 2024.
4. The terms and conditions of the attached agreed to items and Appendix A shall become effective at the beginning of the first pay period following ratification by the parties unless otherwise stated.
5. The parties herein agree that they shall meet and that, within thirty (30) days of the date of this Memorandum of Settlement, or such later date to which they may agree, all outstanding issues related to Article 45, Schedule P, the Union's proposals dated February 19, 2020 and the City's proposals dated February 25, 2020 (Document 27 and Document 28) shall be referred to Interest Arbitration. It is agreed that matters addressed in this Memorandum of Settlement shall not be referred to Interest Arbitration, with the exception of paramedic wages and psychologist benefits.
6. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement and renewal of the Letters of Agreement which expired on December 31, 2019, as amended by the following amendments:

## **ARTICLE 7 – WAGES**

### **Memorandum Item**

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

**January 1, 2020 1.0% added to base**

**January 1, 2021 1.0% added to base**

**January 1, 2022 1.0% added to base**

**January 1, 2023 1.5%, July 1, 2023 0.25% added to base**

**January 1, 2024 1.75% added to base**

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

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

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

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

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

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

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

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

## **ARTICLE 14A**

### **SICK PAY PLAN**

Replace 14A.13(a) and 14A.13(b) with the following 14A.13(a), 14A.13(b) and 14A.13(c):

**14A.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.**

**14A.13(a) (b)** An employee absent for more than three (3) consecutive working days shall ~~furnish~~ **provide**, within seven (7) working days from commencement of absence, a certificate from his/her physician **or nurse practitioner, providing the following information:** ~~covering the duration of illness, with first and last dates the employee was seen by the physician.~~

- (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.

**14A.13 (b) (c)** An employee absent for more than twenty (20) consecutive working days shall:

- (i) provide immediately following such twenty (20) 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~~ 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 the physician's or nurse practitioner's opinion in relation 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 ~~further-certificates~~ from his/her physician or nurse practitioner, in the form provided by the City, covering the same information, following each subsequent forty (40) consecutive working days of absence. **The City may request and/or the employee may provide updated return-to-work information within the forty (40) day period if necessary to support accommodation efforts; and**

- (iii) provide the consent requested on the City's return-to-work form.

The Employer shall reimburse employees for the costs 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.

#### ARTICLE 14B ILLNESS OR INJURY PLAN

Replace 14B.15(a) and 14B.15(b) with the following 14B.15(a), 14B.15(b) and 14B.15(c):

**Physicians' Certificates Return to Work**

**14B.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.

**14B.15 (a) (b)** An employee absent for more than three (3) consecutive working days shall ~~furnish~~ **provide**, within seven (7) working days from commencement of absence, a certificate from his/her physician or nurse practitioner, **providing the following information:** ~~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.~~

- (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.

**14B.15 (b) (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;** ~~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~~

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 the physician's or nurse practitioner's opinion in relation 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** ~~further certificates~~ from his/her physician or nurse practitioner, in the form provided by the City, covering the same information, following each subsequent forty (40) consecutive working days of absence. **The City may request and/or the employee may provide updated return-to-work information within the forty (40) day period if necessary to support accommodation efforts; and**

(iii) provide the consent requested on the City's return-to-work form.

The Employer shall reimburse employees for the costs 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.

## ARTICLE 24 LEAVE OF ABSENCE

### **Pregnancy/Parental Leave**

**24.03 (a)** Pregnancy and/or parental leave, without pay, shall be in accordance with Part ~~XI~~ **XIV** of the Employment Standards Act, ~~2000 R.S.O., 1990~~, as amended.

**24.03 (b)** Pregnancy and/or parental leave for an employee who does not qualify under Part ~~XI~~ **XIV** of the said Act, shall be granted upon request and administered in accordance with the Act.

**24.03 (c)** Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 24.03(a), or is granted in accordance with clause 24.03(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.

**24.03 (d)** The City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 16 (Extended Health Care/Dental/Group Life and Long Term Disability Insurance) and shall pay its share of the pension contributions under Article 17 (Pensions and Retirement) for any pregnancy and/or parental leave taken pursuant to clauses 24.03(a) or 24.03(b), unless the employee elects in writing that they do not wish benefit coverage.

**24.03 (e)** Pregnancy and/or parental leave in accordance with clauses 24.03(a) or 24.03(b) shall not involve any expense to the City, except as provided in clauses 7.02(c) (increments), 13.05 (vacation), 24.03(d), 24.04 and 24.05 (leave of absence).

**24.04 (a)** An employee who is eligible for pregnancy leave under clause 24.03(a) or an employee who requests and is granted pregnancy leave under clause 24.03(b), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:

- (i) For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City,
- (ii) For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between **eighty-five percent (85%)** ~~seventy-five percent (75%)~~ of her regular rate and the sum of her weekly Employment Insurance benefits and any other earnings.

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

**24.04 (c)** Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.

**24.05 (a)** An employee who is eligible for parental leave under clause 24.03(a) or who requests and is granted parental leave under clause 24.03(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C., 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:

- (i) For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable).
- (ii) For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between **eighty-five percent (85%)** ~~seventy-five percent (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) weeks if no pregnancy leave), for the period of the sixty-one (61) weeks (minus the two (2) week period outlined in 24.05(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 24.05(a)(i).**

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

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

**24.05 (c)** Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.

**24.06** An employee who is granted an extension of parental leave in accordance with clause 24.03(c) shall be responsible for paying in advance by postdated cheque(s) the full premiums for the insurance coverage referred to in Article 16 (Extended Health

Care/Dental/Group Life and Long Term Disability Insurance) for any period of such extension. Such employee shall be advised of the cost of the applicable benefits if the employee wishes to continue such benefit coverage. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

## **ARTICLE 29 EMPLOYMENT SECURITY**

### **29.01**

No permanent employee with fifteen (15) years of seniority as at December 31, **2024** ~~2019~~, 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 28.

## **ARTICLE 43 TERM OF AGREEMENT AND NOTICE TO BARGAIN**

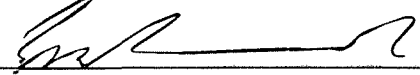
### **43.01**

The term of this agreement shall be from January 1, **2020** ~~2016~~ to December 31, **2024** ~~2019~~, and shall continue to remain in force from year to year thereafter unless either party gives written notice to the other party within ninety (90) days prior to the termination date of this Collective Agreement that it desires termination or amendment of this Agreement.




Dated at Toronto this 28th day of February, 2020.

**For the Union:**

  
Eddie Mariconda

  
Ted Aivalis

  
Sav Daskalakis

  
Leslie Bremner

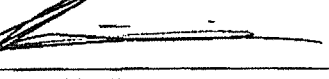
  
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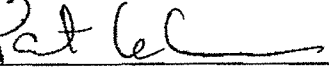
  
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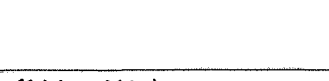
  
Peter Trajanovski

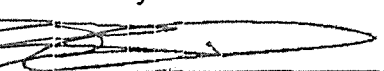
  
Phil Austin

  
Peter Shirer

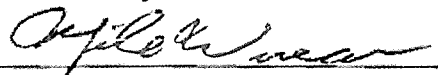
  
Ryan Willis

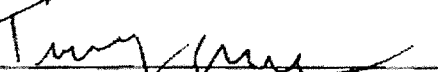
  
Pat Lenathen


  
Jeff Van Wyk

  
Brian Davis


**For the City:**


  
Michael Wiseman

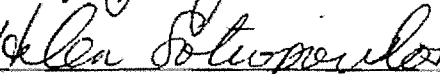
  
Tracey Wallace


  
Andy Graham

  
Fatima Mohammad

  
Konrad Wojtowicz

  
Stacey Aquilina

  
Helen Sotiropoulos

  
Helen Squires

## **AMEND - ARTICLE 2 – LETTER OF AGREEMENT TEMPORARY WORK**

The Letter of Agreement – Temporary Work Opportunities/ Assignments shall apply for the filing of seasonal and identified non-seasonal work under the terms of that Letter.

The applicable provisions of clause 2.02(b)(i) and clause 2.02(b)(ii) shall apply to temporary opportunities/ assignments that are not filled in accordance with the Letter of Agreement – Temporary Work Opportunities/ Assignments.

When this Letter of Agreement is in effect, and temporary opportunities/ assignments continue to be available after the provisions of clause 2.02(b) (Article 23 and Article 28) are fulfilled, and the temporary opportunity/ assignment is expected to last ~~twenty-five (25)~~ **thirty-four (34)** weeks or more, then the Letter of Agreement – Interim Alternate Processes for Article 19 (Part C) shall apply to the temporary posting.

### **ADD NEW - Job Evaluation Representative**

**3.12 (d)(i) Leave of absence with pay and benefits shall be granted to one (1) Full-Time Job Evaluation Committee Representative, selected by the Union, whose responsibilities will be governed by the Job Evaluation Maintenance Program (JEMP). This representative will receive their base rate of pay for time spent carrying out these duties, with no loss of seniority and service while on such leave.**

**(ii) The JEMP is an on-going maintenance program that provides a methodology to evaluate new job classifications and significant changes to existing job classifications.**

**(iii) This leave of absence will be reviewed by the City, in consultation with the Union, on an annual basis to determine the ongoing need for such leave.**

#### **AMEND - 4.05**

The City agrees to provide the Union with a report containing the addresses and home phone numbers of Local 416 members **in June and December of each calendar** at ~~least two (2) times per year~~ and at such other times as the Union may request.

The City agrees to provide the Union with a monthly report listing promotions, demotions, hirings, firings, layoffs, recalls, transfers, and terminations of employment for which a Termination Reason for Action exists (for example, resignations, retirements, deaths.)

#### **AMEND - 4.06**

Every employee shall notify his/her immediate supervisor of any changes in his/her address, telephone numbers **(home and/or personal cell phone)**, ~~e-mail address~~ **and/or** emergency contact. The employee's supervisor or designate will make the applicable form available for the employee to complete. Forms are also available on the City's intranet.

It is understood that failure to provide such information shall not be subject to discipline.

#### **AMEND - 4.06**

Every employee shall notify his/her immediate supervisor of any changes in his/her address, telephone numbers **(home and/or personal cell phone)**, ~~e-mail address~~ **and/or** emergency contact. The employee's supervisor or designate will make the applicable form available for the employee to complete. Forms are also available on the City's intranet.

It is understood that failure to provide such information shall not be subject to discipline.

## ARTICLE 6

### NO DISCRIMINATION OR HARASSMENT

#### AMEND

##### 6.03

The prohibition within clause 6.01, with respect to disability shall not apply where the requirement, qualification or consideration is a reasonable and bona fide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of ~~his/her~~ their duties of a position by reason of disability.

##### 6.04

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

##### 6.05

All work locations that are staffed shall contain washroom facilities available to employees. This does not preclude the use of ~~unisex~~/gender neutral washrooms which are clearly signed and can be securely locked from the inside so as to afford the occupant privacy. Such locks shall also have the capacity to be unlocked from the outside for the sole purpose of access that would not infringe employee privacy or in the case of an emergency. Where the Union brings to management's attention specific concerns regarding washrooms or independent change rooms, the City shall take the appropriate measures to remedy the concern.

#### AMEND

#### Employment Equity and Diversity Inclusion

##### 6.06

The parties are mutually committed to creating a diverse workforce ~~that is reflective of the diverse communities they we serve, as well as building an inclusive workplace culture.~~

A joint committee will be established, composed of three (3) representatives each of the Union and the City, including the President of Local 416 and the **Chief People Officer, People & Equity** ~~Executive Director of Human Resources~~. The committee will have a mandate to explore the potential for implementing special programs, initiatives or policies which advance equity and inclusion goals by activities, including but not limited to:

- Embedding an equity lens throughout the employee life cycle (for example talent acquisition, learning and development)
- Leveraging data for informed decision-making (through surveys such as Count-Yourself-In)
- Creating a culture of engagement and inclusion
- ~~Recruitment~~
- ~~Staff development~~
- Addressing Any systemic barriers identified by the joint committee

**Particular focus on creating employment opportunities for next generation** ~~Yyouth employment, internationally-educated foreign-trained professionals, individuals living in neighbourhood improvement areas, priority neighbourhoods Indigenous, Black and equity-seeking groups.~~

The parties will jointly agree to any communication strategy, including but not limited to education or surveys, prior to development and implementation.

It is explicitly understood that the committee's work will not override any provision of the Collective Agreement.

**ARTICLE 11**  
**CHANGE OF SHIFT**

**AMEND**

**11.01 (d)**

It is understood and agreed that (a), (b), and (c) do not apply if the change of shift is caused by an emergency or to employees engaged in the first month of natural artificial ice rink operations.

**AMEND - 12.05 (a)**

Subject to clause (b) hereof in addition to the designated holidays set out in clause 12.01, each employee coming within the Union shall be granted ~~two (2)~~ **three (3)** floating holidays in each calendar year which will be taken at a time selected by the employee and such request shall not be unreasonably withheld.

## ARTICLE 16

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

The City agrees to withdraw its proposals on ill dependant leave in clauses 14A.16 and 14B.16 subject to the Union agreeing to the City's proposal on the New Memorandum Item Only - Joint Benefits Committee.

NEW

#### MEMORANDUM ITEM ONLY

##### 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 416. The JBC shall meet at the request of either party.
2. The purpose of the JBC will be to meet, discuss, review and jointly 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 416 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 mutually agreed upon benefits consultant to be retained and paid for by the City.
3. Each Local 416 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 <sup>mutually agreeable</sup> 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 joint recommendations related to alternative approaches and plan design.

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.

**16.02 Drugs – Erectile Dysfunction**

- Apply the following annual dispensing maximum for Erectile Dysfunction medication:

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

**ADD NEW - 16.02**

- 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.

**AMEND - 16.02**

- Services of a licensed psychologist, to a maximum of ~~three hundred (\$300)~~ **one thousand dollars (\$1,000)** per person per benefit year. **The psychologist services include a registered psychologist, registered psychotherapist or a registered Masters of Social Work (MSW) practitioner who are members in good standing with their respective Colleges.**

**AMEND - 16.02**

- Coverage for one (1) Prostate Specific Antigen (PSA) test or one Ovarian Screening Test (CA125II) per person per benefit year to a maximum of **forty dollars (\$40)** ~~thirty dollars (\$30)~~ per year per person.

## AMEND - 16.02

### **Eligible Expenses** (Benefit year January 1st – December 31st)

- Semi-private hospitalization – difference between ward and semi-private hospital room.
- Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
  - Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules
  - 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.**

• 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), the combined value of the two benefits, per person, per benefit year. It is understood that services of the above mentioned 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 clarity, the City will apply Article 16.02 of the Collective Agreement on the basis that the doubling up of the paramedical benefits pursuant to this Article permits employees to elect to receive a maximum of eight hundred (\$800) for any one (1) paramedical service and four hundred (\$400) for four (4) of the five (5) remaining paramedical services for a maximum benefit of two thousand and four hundred (\$2400)-dollars per benefit year. It is understood that services of the above mentioned 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.



#### AMEND - 16.02

- One (1) pair of orthotic devices per person every two (2) benefit years provided they are prescribed by a medical doctor, orthopaedic surgeon, chiropodist or podiatrist 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)~~ **three (3)** pairs of orthotic devices ~~every two (2)~~ **per** benefit years.
- One (1) pair of orthopaedic devices per person per every two (2) benefit years provided that they are prescribed by an orthopaedic surgeon or podiatrist 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)~~ **three (3)** pairs of orthopaedic devices per benefit year.

#### AMEND - 16.02

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

### ARTICLE 18

#### TRANSFERS

#### AMEND

18.01 (a) An employee wishing to transfer to another work location within the same classification may submit such request in writing to the **Chief People Officer, People & Equity Executive Director of the Human Resources Division**. Such request for transfer shall only be allowed if there is another employee in the same classification who wishes a transfer.

18.01 (b) It is understood and agreed that vacancies shall not be considered for a lateral transfer under this procedure.

18.01 (c) In accommodating requests for transfer under (a) above, the City will take into account the availability of positions at a work location and seniority. The City will post such requests in the requested location(s) for a period of thirty (30) days. The City shall make a reasonable effort to satisfy such requests.

### **AMEND - Job Call Process**

19.01 When a permanent vacancy arises or a new job is established within the Local 416 bargaining unit, the vacancy shall be posted in accordance with this Article.

It is understood that all permanent vacant positions within the bargaining unit shall be posted within three (3) months of the vacancy occurring. In the event the City does not intend to fill a permanent vacancy, the City agrees to advise the Union.

The Division Head concerned shall notify the **Chief People Officer, People & Equity** ~~Executive Director of Human Resources~~ of the City accordingly, setting forth the duties of the position and the specific qualifications.

The **Chief People Officer, People & Equity** ~~Executive Director of Human Resources~~ shall arrange for the position to be made known to all employees through the Job Call procedure. The job call procedure shall apply only to permanent positions save and except the position of Paramedic Level 1.

Permanent positions will be posted within the Toronto Public Service on the City's job posting portal.

The **Chief People Officer, People & Equity** ~~Executive Director of Human Resources~~ shall:

- (a) send copies of Job Call notices, in accordance with clause 19.02, to all City Divisions, which notices each Division Head shall ensure are prominently displayed so that all employees are made aware of positions available;
- (b) where necessary, prepare and conduct assessments and evaluate the applicants' experience, education or equivalency and ability to perform the work satisfactorily;
- (c) establish lists of candidates and certify names on such lists to Division Heads for selection and recommendation for the filling of such job postings;
- (d) provide electronic and hard copies of any Job Call notice to the President of Local 416 or ~~his/her~~ **their** designate at least three (3) working days prior to the actual posting; said copies shall be kept in confidence until the date on which the Job Call notice(s) is posted; and
- (e) **within ten (10) working days** following the Job Call process, provide the Recording Secretary of the Union with a copy of the list of all applicants to the posting with their seniority, including identifying the successful applicant(s).

#### **AMEND - Application Review**

19.03 (a) Applications will be reviewed against the qualifications indicated in 19.02(a)(v). An employee whose application has been rejected because of insufficient qualification for the position shall be notified in writing.

Such notification shall specify which qualifications were deemed insufficient within the employee's application in order to permit the employee an opportunity to respond in writing with any additional information. For an employee to have his/her application re-considered for that posting, the ~~Human Resources~~ **People & Equity** contact must receive any additional information in writing within seven (7) working days of the date of written notification to the employee, and the ~~Human Resources~~ **People & Equity** contact will respond within five (5)-working days as to whether or not the employee will be proceeding.

The City will not proceed with awarding the position(s) to an employee junior to the employee that may want his/her application re-considered, until after the seven (7) working day period.

19.03 (b) It is understood that, with respect to senior qualified positions, no employee's application will be rejected on the basis of insufficient qualification if he/she holds or has

performed the duties of the same job classification as the one applied for and possesses the required licences and certifications or could acquire same within the qualifying period as set out in 19.05(b).

19.03 (c) It is also understood that, with respect to senior qualified positions, no employee's application will be rejected on the basis of insufficient qualification solely because he/she lacks operating experience in vehicles currently relevant to the position, if he/she holds the driver's licence required by the City to operate that class of vehicle and could acquire the ability to do so within the training period referenced in 19.05(c).

19.03 (d) Any applicant for a Job Call notice or candidate participating in an assessment who has a complaint regarding the procedure or any other matter may have his/her complaint placed before the **Chief People Officer, People & Equity** ~~Executive Director of Human Resources~~.

#### **AMEND - Assessment Process**

19.04 (a) If passing an assessment is required to qualify for a particular position, such assessment shall be conducted in a manner that will provide a fair evaluation in accordance with Article 19.

19.04 (b) Assessments may be written, oral, physical or by demonstration of skill, training, experience, or any combination thereof, as may be determined by the **Chief People Officer, People & Equity** ~~Executive Director of Human Resources~~. Candidates may be assessed on their ability to operate relevant equipment currently used in the performance of the job.

19.04 (c) Applicants to a Job Call notice shall be notified in writing of the outcome of their application, assessment or standing on the list, as applicable.

19.04 (d) The **Chief People Officer, People & Equity** ~~Executive Director of Human Resources~~ shall permit any applicant to review his/her examination paper, at any time within thirty (30) days of notification.

#### **AMEND - Senior Qualified Process**

19.05 (a) (i) With the exception of the jobs identified in clause 19.06, job postings within the bargaining unit shall be filled on a senior qualified basis.

The parties agree to employ the terms set out in the Letter of Agreement – Eligibility List during the term of the Collective Agreement, in relation to the Senior Qualified Process **Pilot dated November 6, 2019.**

## **AMEND - Accommodation**

19.08 (a) Notwithstanding clause 19.01 hereof, a permanent employee who has become incapable of fully performing his/her regular duties because of injury, occupational disease, advancing years or disability may be given preference for any available vacant permanent position for which he/she is considered able to perform without the **Chief People Officer, People & Equity** ~~Executive Director of Human Resources~~ being required to advertise such position, provided that such employee may not displace any other employee by reason of seniority, and the City shall advise Local 416 of all such appointments. Job postings shall not be waived for accommodation without agreement of the Union or the committees set up under the Modified Work Program.

### **AMEND – Article 19**

#### **LETTER OF AGREEMENT**

#### **INTERIM ALTERNATE PROCESSES FOR ARTICLE 19**

##### **C. TEMPORARY JOB POSTINGS**

Subject to the terms of Articles 2.02(b), 23, and 28 and the Article 28 – Letter of Agreement – Temporary Work Opportunities/ Assignments, temporary opportunities/ assignments that are known to be more than ~~twenty-five (25)~~ **thirty-four (34)** weeks duration shall be posted and the following provisions of Article 19 will apply: clauses 19.01(a), (b), (c); 19.02(a)(i-xi); 19.02(b); 19.02(d); 19.03(a); 19.03(d); 19.04; 19.05(a)(i), (ii); 19.07(c); and 19.10

## **ARTICLE 24**

### **LEAVE OF ABSENCE**

## **AMEND**

### **Participation in Elections**

#### **24.10**

~~The City policy concerning Participation in Elections, dated June 8, 1999~~ **The Toronto Public Service By-law, Chapter 192, Political Activity, dated December 31, 2015**, as may be amended from time to time, shall be applicable to Union staff.

## **AMEND**

### **City Leave of Absence Policies**

#### **24.11**

It is understood and agreed that all existing City leave of absence policies as they may be established or amended by the City from time to time, including but not limited to Earned Deferred Leave Plan, Voluntary Leave Plan and Leave Without Pay, will be accessible to Local 416 members, subject to the terms and conditions of the policy.

Without Prejudice

Letter of Agreement – Eligibility List Pilot:

1. The Union and The City of Toronto agree that it is in the interest of both Parties to fill vacancies and resulting vacancies more quickly and efficiently.
2. Notwithstanding item five (5), the Parties agree to run this pilot from date of signing to December 31, 2020. The parties agree to meet within the last two (2) months, and/or as required, of the pilot to assess and make recommendations on the use and application of eligibility lists.
3. The pilot shall include the following:
  - a) Eligibility lists shall be created for:
    - Arena Pool Operator 2
    - Transfer Station Operator

Subject to mutual agreement, the above list of classifications may be expanded.

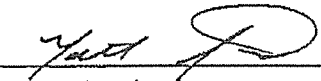
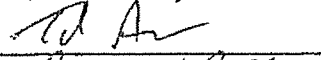
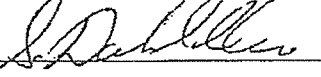
- b) An Eligibility List is a list of qualified candidates, in seniority order, who have applied for a classification in 3 (a) above. The Eligibility List shall be valid for the filling of permanent requisitions, and for any additional vacancy(ies) that become available, during the Eligibility List's validity period.
- c) The Eligibility Lists will be valid for a total of 6 months (First posting will be valid January 1<sup>st</sup> to June 30<sup>th</sup>, April posting will be valid July 1<sup>st</sup> to December 31<sup>st</sup>) and will be used to fill any permanent requisitioned vacancies and resulting vacancy(ies) that occur during that time.
- d) Assessments will take place after the posting closes to qualify applicants in accordance with Article 19.05. Candidates may also be pre-qualified through the Interim Alternate Process - Qualified Employee Inventory List (QEIL). An Eligibility List will be established listing all qualified candidates.
- e) An employee who qualifies as a result of an assessment arising from the Eligibility List Pilot posting, will have the job classification added to the City's QEIL database no later than the date the Eligibility List is established. In the event an employee receives notice of layoff, prior to the QEIL being updated, the City will take all necessary steps to ensure the QEIL is updated prior to the commencement of bumping for said employee. The City commits to continuing to review opportunities to expedite updates to the QEIL database, for the purposes of the Eligibility List Pilot.
- f) Subsequent to candidates accepting a vacancy through the Eligibility List, they will only be offered newly requisitioned permanent vacancies in seniority order for the duration of the list.
- g) The City of Toronto may post additional postings once the Eligibility List(s) contains ten (10) candidates or less.

Without Prejudice

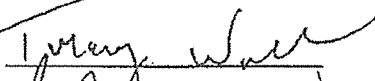


- h) An employee may decline an offered vacancy a maximum of two (2) times following which they will be removed from the list.
  - i) The Union shall be given a copy of the Eligibility List(s), declines, and placements once established on a monthly basis.
  - j) Candidates on the Eligibility List(s) may choose to select a quadrant(s) for which they are interested in job opportunities or identify specific location(s) and/or shift(s). Employees must update Strategic Recruitment in writing if they wish to make changes to their specified quadrant(s) or location or shift preference within the life of the Eligibility List but not within two (2) weeks of the expiry of such list.
  - k) For the purposes of this Letter of Agreement, a quadrant shall be defined by the intersection of Yonge Street and Eglinton Avenue and the borders of the City of Toronto:
    - a. North-West
    - b. North-East
    - c. South-West
    - d. South-East
4. The Eligibility List(s) created under this pilot shall only be used for the positions listed in this Letter of Agreement. Other vacancies shall be filled in accordance with the terms and conditions of Article 19.
5. Either the City of Toronto or the Union can terminate the process established under this Letter of Agreement with ninety (90) days' advance notice. Before any such notice is given, the parties must engage in meaningful dialogue regarding any issues or concerns.

**DATED at Toronto this 6<sup>th</sup> day of November 2019.**

FOR LOCAL 416

FOR THE CITY

## **AMEND - LETTER OF AGREEMENT PERSONAL WORK SELECTION LIST**

Provided that the temporary employee has the ability/qualifications to perform the work available in the opportunity/assignment chosen and possess the necessary licences and certifications, the parties agree that the following terms will apply commencing as at ~~March~~ **January 1, 2020** 2016, until December 30, ~~20XX~~ 2019, unless terminated by either party prior to that date, in accordance with section 2 of this Letter of Agreement. If the parties agree, the terms of this Letter of Agreement may be extended by mutual agreement in writing:

1. Where the employee has been assigned to a higher rated classification, under Article 23 – Superior Duties for a period of at least four (4) continuous months in the previous two (2) years ~~prior to the work selection year in which the employee wants to select the higher rated opportunities/assignment~~, the employer agrees that the job classification will be added to a temporary employee's Personal Work Selection list. **The Personal Work Selection List will be updated on a monthly basis.**
2. After a one year implementation period, or earlier by mutual agreement, either party may terminate this Letter of Agreement by providing the other party with ninety (90) days notice in writing.



**AMEND – LETTER OF AGREEMENT  
PERMANENT WORK OPPORTUNITIES OF 10 MONTHS OR MORE WITHIN PARKS,  
FORESTRY & RECREATION OPPORTUNITIES – 10 MONTHS OR MORE JOBS**

- Provide ten (10) additional permanent work opportunities

**ADD NEW - MEMORANDUM ITEM ONLY  
JOINT EFFICIENCY COMMITTEE - ARTICLES 19 & 28**

1. The parties agree to establish a Joint Efficiency Committee (JEC) and meet within ninety (90) days of <Insert Date of Ratification>. The JEC will be comprised of three (3) members from the City and three (3) members from the Union. Time spent during an employee's regular working hours on the JEC shall be without loss of pay, benefits, seniority or service.
2. The purpose of the JEC will be to address issues of concern arising from Articles 19 and 28 and to identify opportunities to improve the efficiency of the processes contained in these Articles. The JEC shall meet at the request of either party.
3. The mandate of the JEC shall be to review the interpretation, application and administration of Articles 19 and 28 and related language in the collective agreement including, but not limited to:
  - i. Analyzing the current posting/placement processes and layoff, recall and re-deployment processes, including reviewing the challenges with the current processes;
  - ii. Reviewing information and trends to identify issues and concerns with timelines and processes;
  - iii. Identifying opportunities to create efficiencies;
  - iv. Monitoring the interim job posting process below and assessing the results and efficiencies achieved; and
  - v. Making recommendations that address the above issues; and
  - vi. Implementing and assessing the results of any of the above recommendations as agreed upon by the parties.
4. An interim job posting process will be implemented, as follows:

*Where a job posting indicates that a Candidate List will be established, it will be defined as a list of qualified candidates which will be valid for three (3) months from the date the Candidate List is provided to the Union.*

*The Candidate List will be used to fill the posted vacancy and any resulting or additional vacancies that become available in the same classification and in the same Division.*

*Resulting vacancies arise as a result of a permanent employee, in the same classification and in the same Division, securing the posted vacancy.*

***Additional vacancies are newly requisitioned vacancies that become available, in the same classification and in the same Division, after the job has been posted.***

- 5. Either party may terminate the interim job posting process upon ninety (90) days' written notice. Following the delivery of such notice, People & Equity shall not post any further positions for which a Candidate List may be established.**

## ARTICLE 32

### PROTECTIVE CLOTHING, PROTECTIVE EQUIPMENT AND WEARING APPAREL

#### AMEND

#### 32.03 (a)

##### *Foot protection*

Protective footwear entitlement will be determined using the "Safety Footwear Needs Analysis" form. The Safety Footwear Needs Analysis program will be reviewed after one (1) year of implementation and consideration will be given to technological change.

#### AMEND - 32.03 (a)

##### Fleet Services

- Laundered coveralls/overalls or laundered shirt/pant combinations, sufficient for daily use, will be provided.
- For those employees who choose coveralls/overalls:
  - 2 short-sleeved or long-sleeved T-shirts or button shirts (non-laundered), **or sweatshirts** at the employee's choice, annually.
  - 2 pairs of pants (non-laundered) annually.
- 1 high-visibility parka or bomber style winter jacket, at the employee's choice.

#### AMEND - 32.03 (b)

##### Corporate Services – City Clerk's – Courier Drivers

- 5 shirts (golf shirts, long or short sleeved **or sweatshirts**, at the employee's choice) initially; 3 annually thereafter. UNIFORM
- 4 pants initially; 2 annually. NON-UNIFORM
- 1 parka or bomber style winter jacket, at the employee's choice. UNIFORM.
- 1 spring/fall jacket. UNIFORM.

#### AMEND - 32.03 (b)

##### Homes for the Aged

- 5 short-sleeved button-style shirts **or sweatshirts**, initially; 3 annually thereafter. UNIFORM.
- 4 pants, initially; 2 annually thereafter. UNIFORM.
- 1 spring/fall jacket. NON-UNIFORM
- 1 winter parka. NON-UNIFORM.
- Coveralls/overalls are available for specialized work such as equipment repair, etc.

## ARTICLE 34 GENDER NEUTRALITY AND PLURAL

### AMEND

#### 34.01

Whenever the masculine or singular has been used throughout this Agreement, it shall be deemed to include ~~the feminine~~ **all expressions of gender identity or the plural** where the context so allows or requires.

#### AMEND - 40.01

The Agreement shall be prepared and presented to the Union within one (1) month following the ratification of the Contract by both parties. The City shall allow **five (5)** ~~two (2)~~ days off with pay for up to four (4) members of the Negotiating Committee so that they may proof-read the Agreement

#### AMEND - 42.01

Employees who are required as a condition of their employment to provide personal tools related to their position shall be paid a tool allowance of up to **eight hundred and fifty (\$850)** ~~seven hundred and fifty dollars (\$750)~~ per year. Such tool allowance shall be paid to the employee in November of each year. Employees are required to submit original receipts showing their purchase of tools required for their work to the value of **eight hundred and fifty (\$850)** ~~seven hundred and fifty dollars (\$750)~~.

## ARTICLE 45

### AMBULANCE APPENDIX

#### AMEND

#### 45.03

##### TPS Labour Management Committee

The City and the Union agree to establish a Toronto Paramedic Services (TPS) labour management committee to consider, review and monitor on an ongoing basis, matters related to issues of interest to TPS and the Local 416 Paramedic Ambulance Unit. In this regard, the parties commit to objectively pursue the best interest of the patient, considering employee wellness and forward thinking labour relations.

The committee will be co-chaired with one representative from the Union and one from Management. This committee will meet monthly or at the call of the chair with a maximum of five (5) representatives from the Union and a maximum of five (5) representatives of the City. TPS shall pay for all hours spent by TPS employees in the committee meetings up to a maximum of five (5) employees. The off-duty TPS employees who attend on their scheduled days off will be compensated at time and one half (1½) for up to four (4) hours.

An agenda of the subjects to be discussed will be submitted at least seven (7) days before the day agreed upon for the meeting. Seven (7) days prior to the meeting, the Union shall provide TPS with the names of the five (5) representatives who will be attending.

## SCHEDULE P

#### **AMEND - PAGERS (PT)**

Part-time Paramedics shall be provided with pagers which will be maintained by the Division.

Part-time Paramedics without a station assignment will be given the option of: (a) being paged; or (b) calling Scheduling prior to the commencement of their shift in order to confirm their station assignment.

No page will be sent to an employee within 45 **seventy-five (75)** minutes prior to the commencement of their shift. If the employee receives a page within the above

#### **ADD NEW - 14A.16**

An employee who is required to attend a critical incident or is involved in a serious incident or accident, such that he is unable to work, shall be permitted to take the remainder of the day off without loss of pay **or seniority**.

timeframe, then the employee shall proceed to the paged location and there shall be no loss of pay nor shall it be recorded as late reporting.

In the event that a part-time Paramedic arrives on time at the assigned location and is subsequently reassigned there shall be no loss of pay, nor shall the reporting to the subsequent location be recorded as late reporting.

**ADD NEW - 24.03(c)(ii)PT**

**Notwithstanding anything herein contained in this schedule, where an employee is on a leave of absence for Pregnancy and/or Parental Leave, such part-time employee shall, upon their 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 leave of absence. 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. The foregoing seniority credit shall be reflected and applicable on the next updated seniority list, which is posted in accordance with clause 27.04 following the part-time employee's return to work.**

**AMEND - Stress**

**30.06PT (Flow through from the Full-Time Collective Agreement)**

Following a difficult or critical call (as defined by the employee) a minimum of one (1) hour of out-of-service time will be guaranteed following completion of the call and clearing of the hospital.

In cases of a difficult and/or critical call if the employee feels that he/she is unable to complete the remainder of that shift as a result of the impact of the call, he/she will be booked out of service and allowed to leave that shift without loss of pay **or seniority in accordance with clause 30.03PT.**

If, in the opinion of the employee's own physician and/or supervisor, the employee requires additional time and the employee is scheduled to work the day immediately following the incident, the employee may be excused from duty for up to two (2) consecutive calendar days following the incident without loss of pay **or seniority in accordance with clause 30.03PT.**

**For each stress claim the employer and employee shall complete the appropriate WSIB documentation if the difficult or critical call results in an absence from the workplace beyond the day of the incident, or necessitates health care intervention.**

## ARTICLE 47

### CONTINUOUS LEARNING, TRAINING AND APPRENTICESHIPS

#### RENEW AND AMEND

#### **LETTER OF AGREEMENT - CONTINUED TRAINING FOR EXISTING PLANT TECHNICIANS AND DEVELOPMENTAL PLANT TECHNICIANS – TORONTO WATER (EMPLOYED AS OF JULY 31, 2009)**

The City shall continue to provide training as identified in the applicable legislation, including Operator in Charge (OIC) experience to all employees in the position of Plant Technician and Developmental Plant Technician as of July 31, 2009. In addition, the City will make reasonable efforts to support and facilitate other training, to obtain Continuing Education Units (CEU), plus support employees pursuing their ~~Ministry of Environment (MOE)~~ **Ministry of the Environment, Conservation and Parks (MECP)** licence with any costs for any training and/or tests that are required, as pre-approved by the City.

Within 90 days of July 31, 2009, the parties agree to jointly review and confirm all CEUs, and OIC hours as recorded in existing records held by Toronto Water for Plant Technicians and Developmental Plant Technicians within the Wastewater Treatment facilities.

This commitment to training shall remain in effect for the duration of the Collective Agreement effective July 31, 2009. Rates of pay for Developmental Plant Technicians in Wastewater Treatment will continue to correspond with applicable ~~MOE~~ **MECP** Wastewater Treatment licence levels OIT/Class 1, Class 2, Class 3 as set out in Schedule "A":  
OIT/Class 1 ~~MOE~~ **MECP** Wastewater Treatment Licence – DPT 3  
Class 2 ~~MOE~~ **MECP** Wastewater Treatment Licence – DPT 2  
Class 3 ~~MOE~~ **MECP** Wastewater Treatment Licence – DPT 1

Employees in the classification of Developmental Plant Technician working in Wastewater Treatment hired before July 31, 2009, shall progress to the next licence sub-group once they have provided proof that they have passed the required examination for that level and that they have acquired the requisite number of hours of experience and are able to obtain a valid licence issued by the ~~MOE~~ **MECP**.

This Letter of Agreement shall not limit the ability of the City to exercise its management rights under the provisions of the Collective Agreement. This Letter of Agreement shall not limit the Union's right to grieve any exercise of management rights by the City that is inconsistent with the City's obligations pursuant to the Collective Agreement.

#### **Legislative Changes**

Prior to the implementation of any legislative changes, the City and the Union agree to consult with each other with the aim of developing a plan of action to deal effectively with the impact of such legislation.

## **ARTICLE 47**

### **CONTINUOUS LEARNING, TRAINING AND APPRENTICESHIPS**

#### **RENEW AND AMEND**

#### **LETTER OF AGREEMENT - PLANT TECHNICIANS WASTEWATER – ON-THE-JOB TRAINING PROGRAM ("TRAINING PROGRAM")**

##### **Toronto Water – Wastewater Treatment**

Toronto Water, Wastewater Treatment Plant section wishes to address succession planning for the Plant Technician position. A new Job Profile has been created for the Plant Technician positions in Wastewater Treatment (Plant Technician Wastewater) and will be effective on July 31, 2009, and will be used for the recruitment of new Plant Technicians for the Wastewater Treatment Plants. Existing permanent Plant Technicians and Developmental Plant Technicians employed in the Wastewater Treatment Plants as of July 31, 2009, will continue to be governed by their respective Job Profile in effect prior to that date.

This Letter of Agreement shall not limit the ability of the City to exercise its management rights under the provisions of the Collective Agreement. This Letter of Agreement shall not limit the Union's right to grieve any exercise of management rights by the City that is inconsistent with the City's obligations pursuant to the Collective Agreement.

##### **Joint Committee for Continuous Learning**

The Joint Committee for Continuous Learning ("the Joint Committee") will be advised of this training program and shall be available as a resource to the Division on an as needed basis throughout the implementation of this training program in accordance with the Article 47 - Letter of Agreement – Joint Committee for Continuous Learning.

##### **The Framework for the On-the-Job Training Program**

The following is a framework for the development of this five (5) year On-the-Job Training Program to develop new fully licensed Plant Technicians Wastewater.

A Training Committee shall be established that will be comprised of no more than three (3) representatives from the Union and no more than three (3) representatives from the City. Both parties agree to appoint members to this Training Committee that have some knowledge of design and delivery of training programs and/or members who have obtained an MOE MCEP Class 4 licence by written exam.

Development of the training program will be in consultation with Local 416 representatives on the Training Committee. The Union will participate in the development of the program by providing advice and recommendations on the program structure and implementation process, as well as provide input on possible improvements to the training program.

Each union representative on this Training Committee shall suffer no loss of pay, benefits or service and seniority during an employee's regular working hours for time spent on the Training Committee.



Only employees hired after July 31, 2009, will be required to complete each stage of this training program. Nothing shall restrict Plant Technicians or Developmental Plant Technicians in Wastewater Treatment hired prior to July 31, 2009 from accessing the training opportunities through this training program which may provide assistance to achieve a licence, or if the employee requests, to be cross trained in the different processes. For clarity, if Plant Technicians or Developmental Plant Technicians hired prior to July 31, 2009 access any training opportunities, such employees will not be considered participants in this training program for the purposes outlined below.

Employees in this training program shall receive the rates of pay applicable to the training rates of pay for the Plant Technician Wastewater classification based upon an employee successfully obtaining and submitting his/her ~~Ministry of Environment (MOE)~~ **Ministry of the Environment, Conservation and Parks (MECP)** Wastewater Treatment licence by written exam at levels OIT/Class 1, Class 2, Class 3 as set out in Schedule "A" of the Collective Agreement.

OIT/Class 1 **MOE MECP** Wastewater Treatment Licence – Training Rate 1  
Class 2 **MOE MECP** Wastewater Treatment Licence – Training Rate 2  
Class 3 **MOE MECP** Wastewater Treatment Licence – Training Rate 3

A successful applicant who enters the training program and already possesses a written current **MOE MECP** Wastewater Treatment licence at any level less than a Class 4, shall be paid in accordance with that licence level as set out in Schedule "A" of the Collective Agreement.

Employees in this training program shall not be subject to any of the bumping or work selection processes provided for in the Collective Agreement.

#### **Employees Entering the On-the-Job Training Program**

The Parties agree that in order to be qualified for the Plant Technician Wastewater classification or to enter this training program, an applicant must meet the applicable key qualifications as outlined in the Job Profile.

Plant Technician Wastewater positions will be posted both internally and externally at the same time, with the understanding that Local 416 internal applicants that are fully qualified for the position in accordance with Article 19, including an **MOE MECP** Class 4 Wastewater Treatment licence obtained by written exam, shall have first consideration for the position.

If vacancies still exist, internal Local 416 applicants that meet the key screening qualifications for the training program shall be considered next. Assessments for the training program shall be in order of seniority and will be conducted to determine whether applicants have the prerequisite skills and abilities to enable them to be successful in the training program.

If vacancies still exist, qualified external applicants shall be considered for the position and the training program.

If, following assessment, a successful applicant is hired into the position and possesses a valid **MOE MECP** Class 4 Wastewater Treatment Operator's Licence (obtained by written exam) issued under Ontario Regulation 129/04 (as amended), he/she will not be placed into this training program, however, he/she will be provided with an extended Orientation period that will ensure he/she is provided with the exposure to the Wastewater processes and other training as outlined below.

If, following assessment, a successful applicant is hired into the position and possesses a two (2) year diploma/degree/certificate from a recognized college or university in environmental science,

biology, chemistry, or equivalent alternate program that is fully recognized by the Ministry of Environment (MOE) MECP and he/she is able to obtain a Class 4 Wastewater Treatment Operator's Licence issued under Ontario Regulation 129/04 (as amended) under this training program within the prescribed timeframes, then he/she shall be placed into this training program.

The City agrees that any Job Call posted for the Plant Technician Wastewater will reference this On-the-Job training program and the qualifications required to be considered for it.

The City and the Union agree that, until such time as an employee in this training program, hired after July 31, 2009, has secured an MOE MECP Wastewater Treatment Class 4 Licence, he/she will, if not employed by the City in another permanent position at the time that he/she entered the training program, be a temporary employee. The employee shall be considered to be employed as part of a special undertaking.

Orientation shall be provided to employees within the first ninety (90) days of commencing the training program and shall include but not be limited to:

- Basic Health and Safety Training required for the Plant Technician Wastewater position.
- Familiarization with the Plant and its employees.
- Exposure to shifts (as an extra person) and the different processes within the Wastewater Treatment Plants.
- Prior to writing the Class 1 exam - one week of preparation training and mock exams shall be provided.

Toronto Water will appoint an overall Program Lead who will be responsible for tracking the progress of the Plant Technicians Wastewater, within the training program and to be available to discuss individual progress and training needs. In addition, Toronto Water shall designate a person(s) (i.e. Technical Trainer or Team Coordinator) who will be responsible to oversee and guide the individual training of each employee in the training program. The responsibility of the designated person shall include ongoing consultation and follow-up to ensure that employees are progressing through the training program. The designated person shall file a report to this effect on a quarterly basis to the Local 416 Recording Secretary, Program Lead, Plant Manager and the Director Wastewater Treatment. An employee in this training program may contact the Program Lead, the designated person, the Plant Manager or a Local 416 representative on the Training Committee at any time, to discuss any difficulties he/she may be experiencing. Toronto Water shall address these problems as appropriate.

#### **5 Year Licence Level Progression**

Plant Technicians Wastewater in this training program shall progress through the licence levels on the following basis:

MOE MECP Wastewater Treatment Licence Class 1 – required to write and pass the written exam within 90 days of entering the training program.

MOE MECP Wastewater Treatment Licence Class 2 – required to write and pass the written exam within 1 year of obtaining Class 1.

MOE MECP Wastewater Treatment Licence Class 3 – required to write and pass the written exam within 3 years of obtaining Class 1.

MOE MECP Wastewater Treatment Licence Class 4 – required to write and pass the written exam within 4 years of obtaining Class 1.

The parties further agree that any employee who provides proof that they have obtained the next licence level will progress to the next level and will be compensated retroactively to the date on which

the relevant licence was issued by the MOE MECF to a maximum of sixty (60) days from the date on which the valid certificate or documentation was provided to the appropriate Supervisor.

The City and the Union agree that employees who enter the Plant Technician Wastewater training program will progress through the steps above, or they shall be removed from the training program. If an employee fails to meet the required progression of the training program as a result of occurrences beyond the employee's control, prior to removing him/her from the training program, the City shall meet with the employee and a Local 416 representative on the Training Committee to discuss possible extensions to allow him/her to continue in the training program.

If, at any time, an employee fails to obtain the next licence level in accordance with the above schedule, for the sole reason that he/she was unable to write the exam(s) within the prescribed period, the schedule may be extended in order to permit the employee the opportunity to write and pass the written exam at the next scheduled opportunity. In no circumstances will the five year schedule be extended beyond a sixth year to allow the employee time to write and pass the exam(s), unless this employee is or was on an approved leave of absence such as Pregnancy/Parental leave.

#### **Success and Completion of the Training Program**

Once an employee has successfully completed this training program, he/she shall be confirmed in the position of Plant Technician Wastewater on a permanent basis.

#### **Non Success in the Training Program**

Should a permanent or temporary employee who entered the training program after July 31, 2009 be unsuccessful in complying with the schedule by the deadlines set out above, subject to the permissible extension, he/she will be removed from the training program.

Should a permanent employee be removed from or elect to withdraw from the training program, he/she will, unless Article 5 or clause 19.07 is applicable, be subject to Article 28 of the Collective Agreement, save and except clauses 28.01, 28.10 and 28.11, of the Collective Agreement. The rate applicable to his/her former base classification, including any negotiated increases to that classification, shall be applied for the purpose of selecting a vacancy or displacing a junior employee at the same or lower rate of pay. In exercising his/her rights under Article 28 and 29, the employee shall not be considered qualified to be a Plant Technician Wastewater, Plant Technician or a Developmental Plant Technician.

Should a temporary employee, which would include an employee who was not in the bargaining unit prior to entering the training program, who joined the training program after July 31, 2009, be removed from or elect to withdraw from the training program, he/she will, unless Article 5 or clause 19.07 is applicable, be subject to clause 28.16 of the Collective Agreement. In exercising his/her rights under clause 28.16, the employee shall not be considered qualified to be a Plant Technician Wastewater, Plant Technician or a Developmental Plant Technician.

#### **Educational Assistance**

Upon request, the City shall provide employees who are preparing to write any of the above exams with the following assistance:

##### **Study Sessions**

- One-on-One Training with a Technical Trainer
- Taking Mock Exams
- Enrolling in a correspondence course from California State or equivalent

- The City will support and facilitate other training, to obtain Continuing Education Units (CEU)
- Any study material and sample exams
- Any other new initiatives put in place to support employees in writing their exam(s)

#### Training

Employees in this training program shall be provided training in and rotate through each process area in any of the Wastewater Treatment Plants including but not limited to:

#### Processes:

- Primary
- Digestion
- Secondary
- Dewatering
- Disinfection
- Bio Solids

Employees in this training program shall be provided training in, but not be limited to the following:

- Health and Safety Training required for the Plant Technician Wastewater position
- Sampling Techniques
- Wastewater Quality Testing
- POMS, EOPs, PCS, WMS, SCADA, LIMS and any other related computer programs
- Record Keeping
- Logbook Entry
- SCBA, PPE Training, Confined Space Entry
- Lockout/Tag Out Procedure
- WHMIS
- ~~MOE~~ MECP Regulations and Requirements
- Wastewater Policies, Procedures and Practices

During the rotation through the process areas as listed above, the employee will be provided On-the-Job Operator in Charge training. Time spent in each of these items/rotations shall be based on the training needs of the employee and operational requirements.

The City shall be responsible for maintaining all training records, Continuing Education Units (CEU), and Operator In Charge (OIC) credits for all Plant Technicians Wastewater and provide this information to the Union upon request. The City shall provide to all Plant Technicians Wastewater, OIC credits at the rate of 100% of hours worked, upon obtaining their ~~MOE~~ MECP Class 1 Wastewater Licence subject to any legislative changes.

The City agrees to pay any costs for training and/or tests that are pre-approved by the City.

#### Legislative Changes

Prior to the implementation of any legislative changes, the City and the Union agree to consult with each other with the aim of developing a plan of action to deal effectively with the impact of such legislation.

#### **Notice Requirement to End Training Program**

The City may provide six (6) months' written notice to the Union that this training program will come to an end. However, any Plant Technician Wastewater hired after July 31, 2009, and in this training program will have the opportunity to complete the training program.

This Letter of Agreement is without prejudice or precedent to the position of either party. This Letter of Agreement shall not be relied upon by either party in any subsequent negotiations regarding the development of any further training or apprenticeship program.

## ARTICLE 47

### CONTINUOUS LEARNING, TRAINING AND APPRENTICESHIPS

#### NEW

#### LETTER OF AGREEMENT - INDUSTRIAL MILLWRIGHT APPRENTICESHIP PROGRAM

The City and the Union (the "parties") recognize the value of a highly skilled workforce and agree to the development and implementation of a four (4) year Industrial Millwright Apprenticeship Program (the "Program") at the City of Toronto in order to meet succession planning needs of the City.

The Program will provide graduates of a university or college Industrial Millwright program an opportunity to obtain the necessary 7,280 hours (approximately 4 years) of on-the-job training and work experience as required by the Ministry of Labour, Training and Skills Development in order to obtain their Certificate of Apprenticeship as an Industrial Millwright.

The City and Apprentices shall comply with the terms and conditions of the *Modernizing the Skilled Trades and Apprenticeship Act, 2019*, including compliance with any applicable provisions under the *Occupational Health & Safety Act*, the *Workplace Safety and Insurance Act 1997*, the *Employment Standards Act, 2000* and all other applicable legislation, as amended.

#### Qualifications, Apprenticeship Posting, Assessments

Industrial Millwright Apprenticeships will be posted in accordance with the Collective Agreement. Both parties agree that in order to be qualified to participate in the Program, an applicant must meet the applicable key qualifications as outlined in the Apprenticeship posting including the completion of all required hours of in-school training to qualify for the Program. Such candidates must be working towards obtaining their Certificate of Qualification as required by the Ministry of Labour, Training and Skills Development.

Assessments will be conducted to determine whether applicants have the pre-requisite skills and abilities to be considered for the Program.

#### Wage Rates for Apprentices

Apprentices in the Program shall receive the rates of pay applicable to the training rates of pay for the Industrial Millwright Apprentice job classification TW0180, by progressing through the pay increment levels below based on completion of one year of aggregate hours (2,080 hours) actually worked for progression to the next step or as required by applicable legislation.

Industrial Millwright Apprentice – Step 1 \$23.19

Industrial Millwright Apprentice – Step 2 \$27.04

Industrial Millwright Apprentice – Step 3 \$30.91

Industrial Millwright Apprentice – Step 4 \$34.78

#### Status

Apprentices who are not permanent employees will be identified as temporary employees on a special undertaking until they complete the Program.

### **Training**

During the term of the Program, the City shall provide the Apprentice with the necessary instruction and practical training as outlined in the applicable training standard as necessary to qualify for a Certificate of Apprenticeship.

### **Program Completion**

Once an Apprentice has successfully completed 7,280 hours (approximately four years) of on-the-job training and work experience required to obtain a Certificate of Apprenticeship, the Apprentice will be deemed to have completed the Program and will be subject to Article 28.

If an Apprentice in the Program fails to demonstrate the required skills or competencies to be developed as set out in the training standard for the Industrial Millwright Apprenticeship during the four (4) year time frame, the Apprentice will be removed from the Program.

Should a permanent employee be removed from or elect to withdraw from the Program, they will, unless Article 5 or clause 19.07 is applicable, be subject to Article 28 of the Collective Agreement, save and except clauses 28.01, 28.10 and 28.11. In exercising their rights under Article 28, the employee shall not be considered qualified to be an Industrial Millwright.

Should a temporary employee be removed from or elect to withdraw from the Program, they will, unless Article 5 or clause 19.07 is applicable, be subject to clause 28.15 of the Collective Agreement. In exercising their rights under clause 28.15, the employee shall not be considered qualified to be an Industrial Millwright.

### **Industrial Millwright Advisor**

The Industrial Millwright Apprentice is a journeyperson candidate pursuant to Ontario Reg. 321/12 of the *Ontario College of Trades and Apprenticeship Act, 2009* and will be provided with a City-appointed Industrial Millwright Advisor at a ratio prescribed by the trade and the Ministry of Labour, Training and Skills Development. The Industrial Millwright Advisor will be selected based on the senior qualified process and will be assessed for the purpose of determining qualifications and ability to perform duties of an Industrial Millwright. The Industrial Millwright Advisor will ensure the learning requirements for the Apprenticeship are met. In addition, the Industrial Millwright Advisor must maintain a satisfactory work record while providing training to the Apprentices.

### **Program Lead**

A Program Lead will be appointed by the City who will be responsible for tracking the progress of the Industrial Millwright Apprentices in this Program. The Program will follow the trade's Apprenticeship training standard as defined by the applicable provincial legislation. The responsibility of the designated Program Lead shall include ongoing consultation and follow-up to ensure that Apprentices are progressing through the Program.

### **Notice Requirement to End the Program**

Either party can terminate the process established under this Letter of Agreement with six (6) months advance notice; however, any current Apprentices will have an opportunity to complete the Apprenticeship. Before any such notice is given, the parties must engage in meaningful dialogue regarding any issues or concerns. This Letter of Agreement shall not be relied upon by either party in any subsequent negotiations regarding the development of any further training or apprenticeship program.

This Letter of Agreement shall not limit the ability of the City to exercise its management rights under the provisions of the Collective Agreement. This Letter of Agreement shall not limit the Union's right to grieve any exercise of management rights by the City that is inconsistent with the City's obligations pursuant to the Collective Agreement.

This Agreement is without prejudice or precedent to any other agreement between the parties with respect to any other apprenticeship or training program.

## **UNION JOB PROFILE**

**Job Title:** Industrial Millwright Apprentice

**Job Code:** TW0180

**Affiliation:** Local 416

**Wage Grade:**

**Service Area:** Various

**Hours of Work per Week:** 40

**Division:** Various

**Date Prepared:** December 31, 2004

### **Major Responsibilities:**

- Assists in the performance of Millwright apprentice work as outlined in the training curriculum of the Ministry of Labour, Training & Skills Development.
- Completes training log and attains appropriate sign off by the City-appointed advisor or identified trainer.
- Assists with skilled trade work related to mechanical overhauling, installation and maintenance of all process equipment in advanced City of Toronto facility environments.
- Assists with inspecting, testing, recording, monitoring, and performing analysis, evaluation, selection, integration, installation and maintenance on mechanical control devices and systems used in major City of Toronto facilities.
- May be required to assist with basic and routine maintenance on electrical equipment up to 600 volt.
- May be required to learn skilled machining work using lathe, milling machine, shaper, drill press and other machine tools.
- Assists in the maintenance and cleaning of work areas.
- Learns and utilizes process operations, sampling and laboratory analysis results to interpret equipment performance. Assists with laboratory tests, checks and calibration as required.
- Learns and utilizes a number of different computerized software systems, such as a Process Control System (PCS) involving a SCADA based system as well as a Performance and Operations Management System (POMS), a Laboratory Information Management System (LIMS), a Statistical Process Control (SPC), a Work Management System (WMS) and other related technology.
- Assists with responses to alarm conditions and emergencies.
- Contributes to, updates and maintains the required documentation of all work area mechanical maintenance activities.
- Assists with material purchase orders, issues tracking and payment documents, receiving materials, maintaining inventories and recording using computerized systems.



**AMEND - MEMORANDUM ITEM ONLY  
FLEET SERVICES – AUTOMOTIVE MECHANIC APPRENTICESHIP**

The Parties agree to meet within six (6) months of [insert date of ratification] to discuss an Automotive Mechanic Apprenticeship Program in Fleet Services.

**AMEND - LETTER OF AGREEMENT:  
PROFESSIONAL AND/OR LICENCE FEES**

The City shall continue to pay for professional and/or licence and/or fees for employees where it is currently the practice to do so. In addition, the parties agree to meet within ninety (90) days of **[date of ratification]**. ~~July 31, 2009~~, **A Joint Committee will be comprised of three (3) members from the City and three (3) members from the Union** to review such practices and to develop a consistent procedure for positions within the bargaining unit. **Time spent during an employee's regular working hours on the Committee shall be without loss of pay, benefits, seniority or service.**





