

MEMORANDUM OF AGREEMENT made this 27th day of July, 2009 between the Negotiating Committees of the City of Toronto and the Canadian Union of Public Employees, Local 79.

WHEREAS the Canadian Union of Public Employees, Local 79 (“Local 79”) and the City of Toronto (“the City”) are engaged in collective bargaining regarding the terms and conditions of employment for all employees in the Local 79 Full-time Bargaining Unit represented by Local 79 and wish to resolve these terms and conditions;

THEREFORE, Local 79 and the City agree as follows:

1. The parties agree to the terms of this Memorandum and the annexed amendments to the Collective Agreement as constituting full settlement of all matters in dispute. All other provisions. All other provisions of the 2005-2008 Collective Agreement not hereby amended to be in effect.
2. This Agreement is subject to ratification on approval by the principals of the respective parties.
3. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum of Agreement to their respective principals.
4. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2009 to December 31, 2011.
5. The terms and conditions of the renewed Collective Agreement become effective at the beginning of the first pay period following ratification by the parties unless otherwise provided.

Entered into this __29th__ day of __July_____, 2009 on behalf of

**THE NEGOTIATING COMMITTEE
OF THE CITY**

**THE NEGOTIATING COMMITTEE
OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 79**

Jim Vair (signed)

Ann Dembinski (signed)

Catherine Bossuyt (signed)

Tim Maguire (signed)

Dymphna Walko-Channan (signed)

David Kidd (signed)

Rosanne Rinella (signed)

Ainsworth Hamilton (signed)

Caroline Riley (signed)

Nancy Murphy (signed)

Christine Basdeo (signed)

Lily Chang (signed)

Anthi Bittner (signed)

Brian Philip (signed)

Susan Smith (signed)

Anne MacIver (signed)

Leslie Jardine (signed)

Steven Byrd (signed)

Mark Hughes (signed)

Suzanne Shaw (signed)

Andrew Lyszkiewicz (signed)

Dafini Nistas (signed)

Laura Thompson (signed)

Ron Brett

Jason Desjardins

Deborah Dixon (signed)

Yvonne Bell (signed)

Elaine Burton (signed)

Doug Jones

Maria Kolominsky

Rita Messner (signed)

Helen Manning (signed)
Assigned CUPE Representative

Derek Lue (signed)
Assigned CUPE Representative

Don Styles (signed)
Assigned CUPE Representative

Robin McKenna (signed)
Assigned CUPE Representative

WITNESS

**MEMORANDUM OF AGREEMENT BETWEEN
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The parties agree that the following amendments to the Collective Agreement resolve all matters under negotiation. This offer includes all matters previously settled and agreed to by the parties on or prior to July 24, 2009. These terms must be accepted as an entire package. Individual amendments may not be accepted without accepting all other amendments contained in this offer.

| Article | City |
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| Article 6 Wages and Salaries | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p>Effective January 1, 2009 – 1.75% Effective January 1, 2010 – 2% Effective January 1, 2011 – 2.25%</p> <p>Flow Through to all Part Time Collective Agreements</p> |
| Article 7 Premium Pay Provisions | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p><u>Shift Bonus (7.04(a))</u></p> <p>Effective January 1, 2009 the shift bonus in accordance with 7.04(a) shall be increased by the same amount as wages are increased on January 1, 2009, rounded to the nearest and higher cent. (One dollar (\$1.00) per hour).</p> <p>Effective January 1, 2010 the shift bonus in accordance with 7.04(a) shall be increased by the same amount as wages are increased on January 1, 2010, rounded to the nearest and higher cent. (One dollar and two cents (\$1.02) per hour).</p> <p>Effective January 1, 2011 the shift bonus in accordance with 7.04(a) shall be increased by the same amount as wages are increased on January 1, 2011, rounded to the nearest and higher cent. (One dollar and four cents (\$1.04) per hour)</p> <p>Flow Through to HFA and Unit B Collective Agreements</p> |

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| | <p><u>Shift Bonus (7.04(b) and 7.04(c))</u></p> <p>Effective January 1, 2009 the shift bonus in accordance with 7.04(b) and 7.04(c) shall be increased by the same amount as wages are increased on January 1, 2009, rounded to the nearest and higher cent. (One dollar (\$1.00) per hour).</p> <p>Effective January 1, 2010 the shift bonus in accordance with 7.04(b) and 7.04(c) shall be increased by the same amount as wages are increased on January 1, 2010, rounded to the nearest and higher cent. (One dollar and two cents (\$1.02) per hour).</p> <p>Effective January 1, 2011 the shift bonus in accordance with 7.04(b) and 7.04(c) shall be increased by the same amount as wages are increased on January 1, 2011, rounded to the nearest and higher cent. (One dollar and four cents (\$1.04) per hour).</p> <p><u>Shift Bonus (7.04(d))</u></p> <p>Effective January 1, 2009 the shift bonus in accordance with 7.04(d) shall be increased by the same amount as wages are increased on January 1, 2009, rounded to the nearest and higher cent. (One dollar and ninety-nine cents (\$1.99)).</p> <p>Effective January 1, 2010 the shift bonus in accordance with 7.04(d) shall be increased by the same amount as wages are increased on January 1, 2010, rounded to the nearest and higher cent. (Two dollars and three cents (\$2.03)).</p> <p>Effective January 1, 2011 the shift bonus in accordance with 7.04(d) shall be increased by the same amount as wages are increased on January 1, 2011, rounded to the nearest and higher cent. (Two dollars and eight cents (\$2.08)).</p> <p><u>Registered Nurse-in-Charge (7.04(e))</u></p> <p>Effective January 1, 2009 the premium in accordance with 7.04(e) shall be increased by the same amount as wages are increased on January 1, 2009, rounded to the nearest and higher cent. (Two</p> |

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| | <p>dollars and fifty-four cents (\$2.54).</p> <p>Effective January 1, 2010 the premium in accordance with 7.04(e) shall be increased by the same amount as wages are increased on January 1, 2010 rounded to the nearest and higher cent. (Two dollars and fifty-nine cents (\$2.59).</p> <p>Effective January 1, 2011 the premium in accordance with 7.04(e) shall be increased by the same amount as wages are increased on January 1, 2011, rounded to the nearest and higher cent. (Two dollars and sixty-five cents (\$2.65).</p> <p>Flow through to HFA Collective Agreement</p> |
| <p>Article 8 Hours of Work and Shift Change</p> | <p>Add new clause 8.05(b) as follows:</p> <p>8.05(b) Employees in Court Services, Children’s Services, Long Term Care Homes and Services and Prosecutors in Legal Services who are not able to take their rest periods, due to operational needs, shall at their Division Head’s discretion, have their rest periods rescheduled within the shift. If that is not possible, the employee shall be compensated for the lost rest period at time and a half, or with mutual agreement, the employee shall have the time added to his/her lieu bank.</p> <p>Flow Through to Unit B and LTC as appropriate.</p> |
| <p>Article 9 Designated Holiday</p> | <p><u>Effective February 1, 2010</u></p> <p>9.01 (a) The days to be designated as holidays by the City in each year during the term of this Agreement shall be the following: New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day, and Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).</p> <p>Flow Through to HFA and Unit B Collective Agreements</p> |

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| Article 11 Sick Pay | The parties agree to the new Article 11A and 11B as Attachment #1 and the Special Payout/Payment proposal as Attachment #2. |
| Article 12 Extended Health Care/Dental/ Group Life And Long Term Disability Insurance | <p><u>Effective February 1, 2010</u></p> <p><u>Dental Benefits</u></p> <p>12.03 <u>One hundred percent (100%) for:</u></p> <p style="padding-left: 40px;">i) Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to a nine (9) month frequency for adults and a six (6) month frequency for eligible dependants under the age of eighteen (18).</p> <p>Flow Through To All Part Time Collective Agreements</p> |
| | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p><u>Dispensing Fee/Vacation Entitlement for employees with over 30 years of service</u></p> <p>The parties agree that within six (6) months of <insert date of ratification> the Benefits Monitoring Committee will meet to discuss:</p> <ul style="list-style-type: none"> • The development of a joint communication plan and strategy to educate employees on the design, utilization and cost of the benefits plan, with the objective of making employees knowledgeable benefit consumers; and • A dispensing fee cap to be implemented, if mutually agreed, during the term of the Collective Agreement ratified on <insert date of ratification>. <p>Should the parties agree to implement a dispensing fee cap by the end of the term of the Collective Agreement ratified on <insert date of ratification>, the City shall grant, effective the same date, vacation</p> |

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| | entitlement of seven (7) weeks for employees who have completed thirty (30) years of service or more. Flow Through To HFA Part Time Collective Agreement |
| Post 65 Active Benefits | <p><u>Group Life Insurance</u></p> <p>12.04(a)(ii) Effective the first of the month following the employee's seventieth (70th) birthday, the amount of Group Life Insurance referred to in 12.04(a)(i) shall be amended to twenty thousand (\$20,000).</p> <p>12.04(b)(iii) Effective the first of the month following the employee's seventieth (70th) birthday, he/she shall no longer be entitled to Optional Group Life Insurance referred to in 12.04(b)(i) and (ii). The Optional Group Life Insurance for spouses and dependent children shall be available only until the first of the month following the employee's or the insured's seventieth (70th) birthday, whichever is earlier.</p> |
| | <p>Delete Note and delete LOI – Continuation of Optional Life Insurance and add new clause as follows:</p> <p><u>Continuation Of Group And/Or Optional Life Insurance</u></p> <p>12.xx The City agrees to continue the practice of advising the employee of his/her ability to convert their Group Life Insurance and/or Optional Life Insurance coverage upon retirement, termination of employment or upon attaining the age of seventy (70), through the benefits carrier, upon the terms established by the City's insurer, at the employee's expense.</p> <p>Flow through, as appropriate, to all part time Collective Agreements.</p> |
| | <u>Accidental Death and Dismemberment Insurance</u> |

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| | 12.05(b) Effective the first of the month following the employee's seventieth (70 th) birthday, the amount of Accidental Death and Dismemberment Insurance referred to in 12.05(a) shall be amended to twenty thousand dollars (\$20,000). |
| | <p><u>Long Term Disability</u></p> <p>12.06 (e) Employees will be eligible for LTD benefits as follows:</p> <ul style="list-style-type: none"> i. All employees who have been approved for or receiving Long Term Disability (LTD) benefits as of the date of ratification of this Agreement will retire at the end of the month in which the employee turns sixty-five (65) years of age and will not be eligible for the benefits outlined in clauses 12.02, 12.03, 12.04, and 12.05 or for LTD benefits after their retirement date. ii. Employees who are less than sixty-three (63) years of age when they become disabled will be eligible for LTD benefits until they reach age sixty-five (65). iii. Employees who are actively at work and working at sixty-three (63) years of age or older and become continuously ill for twenty-six (26) IIP weeks will be eligible to apply for LTD benefits and will have a third-party medical assessment (performed by the City's benefit carrier) to determine the status of their disability. The assessment process will be consistent with the medical assessment process in place at the time for employees under age sixty-five (65) who are applying for LTD benefits. <p>If an employee is approved for LTD benefits based on medical evidence, the employee will be provided with seventy-five percent (75%) of their annual salary at date of illness, for a lifetime maximum period of eighteen (18) months (subject to the limitations contained in this clause), commencing twenty-six (26) continuous IIP weeks from the date that they became disabled, and subject to the employee's ongoing obligations to provide evidence of continuing disability. In consideration for the benefits provided in this clause, the employee will retire from the City of Toronto after the completion of the two (2) year disability period (i.e., twenty-six (26) continuous IIP weeks plus eighteen (18) months of LTD) and will not</p> |

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| | <p>be eligible for the benefits outlined in clauses 12.02, 12.03, 12.04, and 12.05 or for LTD benefits after their retirement date.</p> <p>iv. If an employee returns to work prior to the completion of the two (2) year disability period and becomes ill again, they will only be eligible for LTD benefits, if they are off ill or injured for another twenty-six (26) continuous weeks and after being reassessed and approved.</p> <p>If the above criteria are met, the employee will receive seventy-five percent (75%) of their annual salary at date of illness for a period equal to the difference between any previous disability period, including WSIB benefits, that was incurred after the employee reached age sixty-three (63) and the two (2) year maximum.</p> <p>v. Where an employee over the age of sixty-three (63) goes off on illness and does not have IIP days, the employee will be reported off illness no credit/no pay and will be eligible to apply for sick benefits with Employment Insurance for the first twenty-six (26) continuous weeks or the period of no pay status.</p> <p>vi. Notwithstanding anything else contained in this clause, employees will not be eligible for LTD benefits beyond the end of the month in which they attain seventy (70) years of age, and all LTD payments shall cease at that time.</p> <p>vii. The two (2) year City funded disability period (i.e., twenty-six (26) continuous IIP weeks and 18 months of LTD), will be considered an "Approved Leave of Absence" with respect to OMERS. The employee will have the option, as permitted by law, to buy back this period from OMERS at his/her expense. If the employee chooses not to purchase this period, it will not be considered eligible service.</p> <p><u>Expedited Process</u></p> <p>12.06(f) In the event that a difference arises relating to the interpretation, application or administration of said procedure clause 12.06(e), the following expedited dispute resolution procedure shall be followed:</p> |

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| | <p>i. either party shall have the right to refer the matter to the City's Director of Employee & Labour Relations and to the President of the Union, or their respective designates, for immediate discussion and speedy resolution:</p> <p>ii. in the event that the matter is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration;</p> <p>iii. if either party refers the matter in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) working days of its referral: W. Kaplan D. Starkman L. Davie K. Petryshen D. Randall</p> <p>iv. The arbitrator's decision shall be rendered, with or without reasons on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision.</p> <p>Flow Through To HFA Part Time Collective Agreement</p> |
| | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p>During the term of this Collective Agreement, the parties agree to meet to assess the amount of savings, if any, that may be achieved by part-time employees who work past age 65 and achieve benefit premium savings as a result of their participation in the Ontario Drug Benefit Plan. The full amount of any such savings will be used to reduce the premium costs attributable solely to such part-time employees.</p> <p>Flow Through to all Part Time Collective Agreements</p> |

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| Article 17 Leave of Absence | <p><u>Leave of Absence for Chief Steward and Unit Officers</u></p> <p>Effective January 1, 2010, the three (3) Unit Officers representing the Homes for the Aged Part-Time, Unit B Part-Time and Recreation Workers' Part-Time, or alternates as designated by the Local will be granted leave of absence of two (2) days per week without loss of pay or benefits.</p> <p>Flow Through to all Part Time Collective Agreements</p> |
| Article 18 Transportation | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p><u>Automobile Allowance Rate</u></p> <p>In the event that Canada Revenue Agency amends section 7306 of the <u>Income Tax Regulations</u>, C.R.C., c.945, and increases the per-kilometre allowance rate that it considers reasonable, and thus not taxable in accordance with 18(1) of the <u>Income Tax Act, 1985</u>, c. 1 (5th Supp.), as amended, the City agrees to change the allowance rate set out in Article 18.01 (Transportation) to reflect the new non-taxable mileage rate effective the first pay period in the month following such increase.</p> <p>This Memorandum will expire December 31, 2011 and will not be renewed.</p> <p>Flow Through to all Part Time Collective Agreements</p> |
| Article 21 Employment Security and Re-Deployment | <p>21.04(b) Where a permanent employee is displaced in accordance with clause 21.01 and, subject to clause 21.03(a), is permanently placed in a position for which a lower wage rate is applicable, such permanent employee shall continue to receive the rate they were receiving prior to such re-assignment for the thirty-five (35) month period immediately following the effective date of his/her re-assignment (the 'Wage Protection Period'). Following the expiry of the thirty-five (35) month period, such permanent employee will then receive the rate</p> |

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| | <p>applicable to his/her new position. Such change in rate will be effective the first of the pay period following the expiry of the aforementioned thirty-five (35) month period.</p> <p>21.04(c) A permanent employee reassigned pursuant to clause 21.04(b), or permanently rematched pursuant to paragraph 14 of the Letter of Intent – Joint Re-Deployment Programs, will receive a lump sum retirement payment, provided both of the following conditions are satisfied:</p> <ul style="list-style-type: none"> (i) the employee retires in the twenty-five (25) month period immediately following the above-noted Wage Protection Period and; (ii) the employee retires from the position to which he/she was placed/rematched. <p>The lump sum retirement payment shall be equal to the difference between the rate the employee was receiving prior to his/her reassignment and the rate applicable to his/her reassigned position for all regular hours worked, and shall be considered pensionable earnings.</p> |
| <p>Article 23 Notice of Contract Out</p> | <p>Add a new <u>Letter of Intent - Contracting In Review Committee</u> as follows:</p> <p>Pursuant to the Letter Of Intent <u>Contracting Out, Employment Security And Continuous Improvement</u>, the City and the Union shall form a Joint Contracting In Review Committee, within ninety (90) calendar days of ratification. The City will pay for two (2) representatives of Local 79 at their regular rate of pay for all hours spent on work of the Committee during his/her regular working hours.</p> <p>The Committee shall meet quarterly, or more frequently, as requested by the parties.</p> <p>The purpose of the Committee will be to review specific opportunities identified by Local 79 for the contracting in of work that is currently contracted out and to make recommendations to the Labour Relations Steering Committee regarding the possibility of pursuing the contracting in of such opportunities.</p> |

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| | <p>This Letter of Intent does not apply, and is not intended to apply, to work of any other bargaining unit.</p> <p>Upon request of the Contracting In Review Committee and where appropriate, the City shall provide the Committee with relevant information about the specific identified service(s). Such information may include, but is not limited to:</p> <ul style="list-style-type: none"> • the type of work being provided through any contractor or sub-contractor; • the length of the contract, and expiry or renewal or re-negotiation date(s); • pertinent financial and statistical disclosure with respect to relevant contract(s), provided the City can release such information by law. <p>Flow Through to all Part Time Collective Agreements</p> |
| Article 33 Term of Agreement and Notice to Bargain | <p>This agreement shall remain in force from the 1st day of January, 2009 until and including the 31st day of December, 2011 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.</p> <p>Flow Through to all Part Time Collective Agreements</p> |
| Article 35 Layoff and Recall | <p>35.11(a) The permanent employee who displaces the junior employee and as a result is placed in a position in a lower wage grade, will continue to receive the hourly rate he/she was receiving prior to displacing the employee. This rate protection will extend for the thirty-five (35) month period immediately following the date he/she was placed in the lower wage grade (the 'Wage Protection Period'). Following the expiry of Wage Protection Period, the employee will then receive the actual hourly rate of his/her new position. The change in hourly rate will be effective the first day of the pay period following the expiry of the Wage Protection Period. In those cases where an increment structure would apply, no further increments applicable to the permanent employee's former position shall be granted following his/her reassignment.</p> <p>35.11(b) The permanent employee placed pursuant to clause 35.11(a) will receive a lump sum retirement payment, provided both of the following conditions are satisfied:</p> <p style="padding-left: 40px;">(iii) the employee retires in the twenty-five (25) month period immediately following the</p> |

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| | <p style="text-align: center;">above-noted Wage Protection Period; and</p> <p style="text-align: center;">(ii) the employee retires from the position to which he/she was placed.</p> <p>The lump sum retirement payment shall be equal to the difference between the rate the employee was receiving prior to his/her reassignment and the rate applicable to his/her reassigned position for all regular hours worked, and shall be considered pensionable earnings.</p> |
| 35.14(c)(i) | <p>Permanent employees recalled to an assignment/position in a lower wage grade will maintain their pre-layoff base hourly rate of pay for a period of thirty-five (35) months (the 'Wage Protection Period').</p> |
| 35.14(c)(ii) | <p>The permanent employee recalled pursuant to clause 35.14(c)(i) will receive a lump sum retirement payment, provided both of the following conditions are satisfied:</p> <p style="text-align: center;">(iv) the employee retires in the twenty-five (25) month period immediately following the above-noted Wage Protection Period; and</p> <p style="text-align: center;">(ii) the employee retires from the position to which he/she was recalled.</p> <p>The lump sum retirement payment shall be equal to the difference between the rate the employee was receiving prior to his/her reassignment and the rate applicable to his/her reassigned position for all regular hours worked, and shall be considered pensionable earnings.</p> |

**ATTACHMENT #1 TO THE MEMORANDUM OF AGREEMENT BETWEEN
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AMEND EXISTING ARTICLE 11 TO ARTICLE 11B AND ADD THE FOLLOWING NEW ARTICLE 11A.

Article 11A
ILLNESS OR INJURY PLAN

Purpose

11.01 The Illness or Injury Plan (IIP) shall be effective January 1, 2010. The purpose of the IIP is to provide an eligible employee with income when he/she is absent from work due to illness or injury, subject to the provisions of this Article.

IIP days shall be paid for any time lost by reason of illness or injury in accordance with the provisions set out below, except where an award is made under the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.

Enrolment

11.02(a) All employees hired on or after <insert date of ratification> shall be enrolled in the IIP in accordance with the provisions of this Article.

11.02(b) All employees hired prior to <insert date of ratification> who are in the Sick Pay Plan may elect, on or before November 18, 2009, to transfer to the IIP effective January 1, 2010. Such employees shall elect to either:

- (i) have their sick bank, if any, frozen as at December 31, 2009. Employees who elect this option shall use their capped sick pay credits to offset any shortfalls in their IIP days in accordance with clause 11.05 (a). Any remaining capped sick pay credits shall be paid out upon "termination of employment" in accordance with clause 11.05 (b); OR
- (ii) receive a payout of their sick bank based on its value at December 31, 2009, and in accordance with the Memorandum of Agreement – Special Payout/Payment Schedule.

11.02(c) Subject to the Memorandum of Agreement – Transition to IIP, all employees who are in a grand-parented short term disability plan shall be transferred to the IIP on January 1, 2010. Those employees in a grand-parented short term disability plan who have a sick bank shall elect, on or before November 18, 2009, to either:

- (i) retain their frozen sick bank; OR
- (ii) receive a payout based on the value of their sick bank at December 31, 2009.

in accordance with the terms and conditions contained in their grand-parented short term disability plan.

For the purpose of greater clarity, those employees hired prior to <insert date of ratification> may elect to stay in the Sick Pay Plan and be covered by the provisions of Article 11B.

Eligibility

11.03 An employee shall become eligible to receive IIP days for absence due to illness or injury commencing the first work day following the completion of his/her probationary period.

Definitions

11.04 In this Article:

- (a) "income" shall mean the employee's hourly rate as provided for in Schedule "1";
- (b) "month" shall mean a calendar month;
- (c) an "eligible employee" shall mean an employee who meets criteria set out in clause 11.03 and employees who are transferred to the IIP in accordance with clause 11.02;
- (d) a "grand-parented short term disability plan" means any of the following:
 - (i) INCOME PROTECTION PLAN (Employees of the former City of Etobicoke who were placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Income Protection Plan, as was provided to these employees by the former City of Etobicoke.)
 - (ii) INCOME PROTECTION PLAN (Employees of the former City of Etobicoke who were certified with CUPE May 8, 1998 by the Ontario Labour Relations Board Order No. 4499-97-R but for whom there is no existing collective agreement and who belong to the Income Protection Plan, as was provided to these employees by the former City of Etobicoke.)
 - (iii) INCOME PROTECTION PLAN (Employees of the former City of Etobicoke who were members of the former Health Unit, CUPE Local 3431, who belong to the Income Protection Plan)
 - (iv) SHORT TERM WAGE PROTECTION PLAN (1/1/4/) (Employees of the former City of Etobicoke who were members of the former ONA Unit, Local 29)
 - (v) SHORT TERM DISABILITY PLAN (Employees of the former City of York who were members of the former CUPE Unit, Local 840.)
 - (vi) SHORT TERM DISABILITY PLAN (Employees of the former City of York who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom

there is no existing collective agreement and who belong to the Short Term Disability Plan).

- (vii) SHORT TERM DISABILITY PLAN (Employees of the former City of York who were members of the former CUPE Health Unit, Local 840).
 - (viii) SHORT TERM DISABILITY PLAN (Employees of the former City of York who were members of the former CUPE Foremen's Unit, Local 103)
 - (viii) SHORT TERM DISABILITY PLAN (employees of the former City of York who were members of the former ONA Unit, Local 59)
 - (ix) TEMPORARY DISABILITY BENEFITS PLAN (Employees of the former Board of Health for the Borough of East York who were members of the former ONA Unit, Local 5, who belong to the Temporary Disability Benefits Plan)
 - (xi) TEMPORARY DISABILITY BENEFIT (TDB) (Employees of the former Borough of East York who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Temporary Disability Benefit plan).
 - (xii) SALARY CONTINUANCE PLAN (Employees of the former City of Scarborough who were placed in Local 79 by virtue of the Ontario Labour Relations' Board Order No. 1202-98-PS dated November 19, 1998 but for whom there is no existing collective agreement and who belong to the Salary Continuance Plan provided to non-union employees).
- (e) the "Sick Pay Plan" is the sick pay accumulation plan described in Article 11B; and
- (f) "termination of employment" means termination of employment as defined under Article 11B.

Capped Sick Pay Credits

11.05(a) An employee covered under the Sick Pay Plan, and who elected to transfer to the IIP and to freeze his/her sick bank, shall have his/her accumulation of sick credits, and service for the purpose of the Sick Pay Gratuity as outlined in Article 11B and the Letters of Intent contained therein, capped as at December 31, 2009 or upon his/her return to work as provided for in the Memorandum of Agreement – Transition to IIP. Capped sick pay credits shall be used in the following circumstances:

Top-Up from 75 % to 100% Pay

- (i) In cases where an employee's IIP payment is less than 100% percent in accordance with the chart in clause 11.07(c) below, the employee's capped sick pay credits, if any, shall be used to top-up the difference to one hundred percent (100%) of the employee's hourly rate.

Unpaid Illness or Injury Hours

- (ii) Whenever an employee's absence due to illness or injury exceeds his/her IIP days and he/she has not satisfied the Long-Term Disability waiting period in accordance with clause 12.06, the excess days of illness or injury shall be regarded as illness or injury leave without pay, except that where an employee has elected to freeze his/her sick bank, such capped sick pay credits, if any, shall be used to provide the employee with income for this period.

Payout of Capped Sick Pay Credits

- 11.05(b) Any unused capped sick pay credits will be paid out upon "termination of employment", to employees eligible for such a payment, in accordance with the Sick Pay Gratuity, as outlined in Article 11B, based on the employee's completed years of service as of December 31, 2009, at the hourly rate of pay of the employee's base position at the time of termination of employment.

Permanent Full-Time Employees

- 11.06(a) Permanent employees will be provided with IIP days at a coverage level of either 100% or 75% of the employee's hourly rate, based on their completed years of service as set out in the chart below up to a maximum of twenty-six (26) weeks per calendar year or per absence that extends beyond the calendar year in which the continuous absence commenced.

Temporary Employees and All Employees Covered by Clarity Notes 1, 2, 3, 4 and 5

- 11.06(b) The IIP days that will be provided to temporary employees and all employees covered by Clarity Notes 1, 2, 3, 4 and 5 of Article 2 (Recognition) will be a pro-rated amount of the twenty-six (26) weeks provided to permanent employees, as set out in the chart below, based on the total regular hours paid to him/her (excluding, e.g., standby or overtime hours) in the previous calendar year.

Illness or Injury Plan – Hours Chart

- 11.07(a) An eligible employee will be entitled to IIP days, if any, at one hundred percent (100%) of his/her hourly rate based on his/her completed years of service as indicated in the chart below. The employee will be eligible for the remainder of his/her twenty-six (26) weeks, if any, at seventy-five percent (75%) of his/her hourly rate.

- 11.07(b) Employees are only eligible to advance to the next level of coverage based on completed years of service when they are (1) actually at work, or (2) on pre-approved vacation, or (3) on approved Leave of Absence, not arising due to illness or injury or (4) any other leave pursuant to the Collective Agreement, not arising due to illness or injury. An employee who is not actually at work will become eligible for the next level of coverage based on completed years of service in accordance with the chart below, upon actually returning to work for a period of at least two (2) continuous weeks.

- 11.07(c) IIP days shall be as provided in the following chart:

| Length of Service | Maximum Number Of | Maximum Number of |
|-------------------------------|--|--|
| | Weeks Coverage at 100% of Salary Per calendar year | Weeks Coverage at 75 % of Salary Per calendar year |
| Less than 6 months | 0 | 0 |
| 6 months to less than 1 year | 2 | 24 |
| 1 year to less than 2 years | 3 | 23 |
| 2 years to less than 3 years | 4 | 22 |
| 3 years to less than 4 years | 6 | 20 |
| 4 years to less than 5 years | 8 | 18 |
| 5 years to less than 6 years | 10 | 16 |
| 6 years to less than 7 years | 12 | 14 |
| 7 years to less than 8 years | 16 | 10 |
| 8 years to less than 9 years | 20 | 6 |
| 9 years to less than 10 years | 24 | 2 |
| 10 years or more | 26 | 0 |

NOTE: The range within which an employee falls in the above chart is determined by his/her completed years of service. For employees covered by clause 11.06(b), IIP days will be pro-rated based on his/her total regular hours paid in the previous calendar year in accordance with 11.07(c).

No Payout or Carry Over

11.08 There is no payout of unused IIP days. There is no carry over of unused IIP days from year to year, except when an illness or injury starts in one year and continues into the next calendar year or as provided in clause 11.09 (c) below.

Refreshing of IIP Days – January 1st

11.09(a) An eligible employee will receive his/her IIP days on his/her first regularly scheduled work day on or after January 1st of each year, if he/she is: (1) actually at work, or (2) on pre-approved vacation, or (3) on approved Leave of Absence, not arising due to illness or injury or (4) any other leave pursuant to the Collective Agreement, not arising due to illness or injury.

11.09(b) An eligible employee not covered by clause 11.09(a), who is not actually at work on his/her first regularly scheduled work day 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 days or has exhausted his/her IIP days, will not receive his/her refreshed IIP days until he/she has actually returned to work for a period of at least two (2) continuous weeks.

11.09 (c) An employee covered by clauses 11.09(b) and 11.11(b) shall continue to retain any remaining IIP days from the previous year and any capped sick pay credits, if any, until he/she has returned to work for two (2) continuous weeks.

- 11.09(d) In addition to the objectives set out in clause 12.08, the Benefits Monitoring Committee may address the following issues, in special circumstances:
- (i) refreshing an employee's IIP days prior to the two (2) continuous week period referred to in 11.09(b);
 - (ii) the identification and correction of errors or omissions with respect to an employees' IIP refreshed days;
 - (iii) the provision of additional IIP days in circumstances where an employee suffers more than one unrelated illness or injury or exhausts IIP days due to Ill Dependent Leave and has no frozen Sick Bank credits and vacation.

IIP Hours Upon Return From Approved Leave

- 11.10(a) When an employee is given an approved leave of absence for any reason, and returns to work at the end of such leave of absence within the same calendar year, he/she shall retain his/her IIP days, if any, existing at time of the commencement of such leave.
- 11.10(b) When an employee is on approved leave of absence for any reason, and returns to work at the end of such leave of absence in a later calendar year, such that he/she did not work during the entirety of at least one calendar year, he/she shall retain his/her IIP days existing at the date of the commencement of the leave, until such time as the employee has worked two (2) continuous weeks, at which time his/her IIP days shall be refreshed in accordance with clauses 11.06 and 11.09, as applicable based on the calendar year in which he/she most recently worked.

Recall

- 11.11(a) When an employee is laid off and is recalled to work within the same calendar year, he/she shall retain his/her IIP days, if any, existing at time of such layoff.
- 11.11(b) Where an employee is laid off and recalled to work in the following calendar year, he/she shall have his/her IIP days refreshed in accordance with clauses 11.06 and 11.09(c) above, as applicable, as of the first day the employee returns to work.
- 11.11(c) When a temporary or a permanent employee is not recalled, or where a permanent employee declines recall in accordance with the Collective Agreement, so that he/she did not work during the entirety of a calendar year, if he/she is subsequently recalled to work, his/her IIP days will be refreshed, in accordance with clauses 11.06 and 11.09, as applicable, as of the first day the employee returns to work, based on the calendar year in which he/she most recently worked.

Long Term Disability

- 11.12 Employees who are absent due to illness or injury for more than twenty-six (26) continuous weeks will be eligible for Long Term Disability benefits in accordance with Clause 12.06.

Use of IIP Days

- 11.13(a) The number of paid IIP days received by an employee shall be deducted from his/her available IIP days but no deduction shall be made on account of any day on which

an employee would normally be entitled to be off work. Absence on account of illness for less than half a day shall not be deducted. Absence on account of illness for a half a day or more, and less than a full day, shall be deducted as one-half (1/2) day.

- 11.13 (b) An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from his/her IIP days, unless a physician states that the employee is fit for further work on that shift.

Serious Incident

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

Physicians' Certificates

- 11.15(a) An employee absent for more than three (3) consecutive working days shall furnish within seven (7) working days from commencement of absence, a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician. The seven (7) day period may be extended by the Division Head if the employee is incapacitated to the extent that he/she is unable to produce the certificate of illness within that period.

- 11.15 (b) An employee absent for more than twenty-four (24) consecutive working days shall:
- (i) provide immediately following such twenty-four (24) days, a certificate from his/her physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty; and
 - (v) provide further certificates from his/her physician, covering the same information, following each subsequent twenty-four (24) consecutive working days of absence.

Reporting Procedures

- 11.16(a) Each employee is required to report an unplanned absence due to illness or ill dependant at least one (1) hour, unless not reasonably possible, prior to his/her start time. Employees will only be required to make a single phone call in order to report his/her absence. Each employee will be provided with the phone number he/she must call to report such absence. Each employee is required to indicate whether the absence is due to sickness or ill dependant. He/she is also required to notify of his/her anticipated date of return and will be expected to return to work as reported. He/she will not be required to report daily during the period identified. If the date of return is not specified or known, he/she must report on a daily basis as above.

- 11.16(b) In any instance where an employee is able to return prior to the stated return date or requires an extension of their absence and the employee works in a classification/ division where a staff complement must be maintained [eg. Hostels – (Client Service Worker, Registered Nurse, Registered Practical Nurse, Support

Services Worker, Food Service Worker), Security Officers, Children's Services, Homes for the Aged, Dispatcher/Support Services, Inspector – Emergency Service, Inspector – Underground, Forepersons Works 2] , the employee will advise his/her supervisor or designate by 3:00 p.m. the day before that he/she will be returning on the following day.

- 11.16(c) In any instance where an employee not referred to in clause (b) above requires an extension of his/her absence such employee shall report as per (a) above.

Use of Vacation/Lieu Time Entitlements

- 11.17 An employee absent because of illness or injury who has exhausted his/her IIP days and capped sick pay credits, if any, may use any vacation entitlement or lieu time owing as IIP days. In that case, the vacation or lieu time will be treated as IIP days and the provisions of this Article will apply.

Administration of IIP

- 11.18 The IIP will be administered in a manner at least consistent with the practices and provisions applicable to the Sick Pay Plan (Article 11B). For greater certainty, occupational illness or injury shall be administered under Article 22 (Workplace Safety and Insurance Benefits).
- 11.19 The parties agree that it is remotely possible that there may be employee(s) currently covered by either the current Sick Pay Plan or a Grand-parented STD Plan who are not accounted for by the provisions of this Article 11A or Article 11B. Should such an employee subsequently be identified the parties agree to meet forthwith to ensure application of this Article 11A or Article 11B to such employee(s).

NEW - Memorandum of Agreement – Transition to IIP

Election to Illness or Injury Plan

Within sixty (60) days of <insert date of ratification> the City and Local 79 shall meet to discuss the format of a hard copy communication to employees eligible to transfer to the IIP. Such communication shall include a reference to the employees' current sick bank, if any, a copy of the IIP Plan (Article 11A), the due date for election to IIP and return address information.

No later than October 18, 2009, the City shall inform all employees eligible to transfer to IIP of the requirement to elect, on or before November 18, 2009, to either transfer to the new IIP plan in accordance with clause 11.02(b) or to remain in the current Sick Pay Plan in accordance with clause 11.01 (Article 11B). The information will be provided to employees in hard copy and mailed to their home address. Employees shall have until November 18, 2009 to respond in writing. Any employee who has not responded shall be deemed to have elected to remain in their current Sick Pay Plan.

Transition to IIP Effective January 1, 2010

Employees electing to transfer to the IIP in accordance with 11.02(b) or who are transferred to the IIP in accordance with clause 11.02(c) (an employee covered by a former grand-parented STD Plan) will receive his/her IIP days on his/her first regularly scheduled work day on or after January 1, 2010 if he/she is: (1) actually at work, or (2) on pre-approved vacation, or (3) on approved Leave of Absence, not arising due to illness or injury or (4) any other leave pursuant to the Collective Agreement not arising due to illness or injury.

Deferred Transition Date

An employee who elected to transfer to the IIP, or who is transferred to the IIP in accordance with clause 11.02(c), (an employee covered by a former grand-parented STD Plan) who is absent from work because of illness or injury and who would otherwise be entitled to sick pay under either the pre-existing Sick Pay Plan or a pre-existing STD Plan shall continue to be covered by the pre-existing Sick Pay Plan or the pre-existing STD plan until the employee returns to work for a period of two (2) continuous weeks, after which the employee shall be enrolled in the IIP and eligible to use his/her IIP days.

AMEND ALL APPLICABLE SECTIONS OF THE COLLECTIVE AGREEMENT TO REFLECT THE NEW IIP LANGUAGE, INCLUDING BUT LIMITED TO, ARTICLE 22, TO ENSURE THAT ENTITLEMENTS CURRENTLY AVAILABLE UNDER THE SICK PAY PLAN/PREDECESSOR STD PLAN REMAIN THE SAME UNDER THE IIP.

ARTICLE 11B – SICK PAY PLAN

NOTE: Article 11 of the 2005-2008 collective agreement remains in effect, except as amended below.

ADD new clause 11.01 and renumber the remainder of Article 11B accordingly:

11.01 The Sick Pay Plan set out in this Article 11B applies only to employees hired prior to <insert date of ratification>, who elect, on or before November 18, 2009, to remain in the Sick Pay Plan.

AMEND clause 11.12(a) as follows:

11.12(a) An employee absent because of illness or injury who has exhausted his/her sick credits, if any, may use any vacation entitlement or lieu time owing as sick credits. In that case, the vacation or lieu time will be treated as sick credits and the provisions of this Article will apply.

DELETE clause 11.14

ADD new clause 11.xx and renumber the remainder of Article 11B accordingly:

11.xx The Sick Pay Gratuity and the Letters of Intent which are set out in Article 11B apply only to employees hired prior to <insert date of ratification>, who elected to remain in the Sick Pay Plan or who elected to have their sick bank frozen as at December 31, 2009, as set out in clause 11.02(b)(ii) of Article 11A.

ADD new clause 11.XX and renumber the remainder of Article 11B accordingly:

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

DELETE Letter of Intent – STD Plans

DELETE Schedule 2

AMEND clause 17.09 as follows:

17.09 Ill Dependant Leave

Full time employees may use up to six (6) days of his/her available IIP days or accumulative sick credits, as applicable, per calendar year in order to care for ill dependants. Temporary employees and all employees covered by Clarity Notes 1, 2, 3, 4, and 5 are entitled to ill dependant leave on a pro-rata basis. Such absence shall be deducted from the employee's available IIP days or accumulative sick credits, as applicable, to the quarter hour and shall not be considered as breaking a month's service.

**ATTACHMENT #2 TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
FULL TIME AGREEMENT
JULY 27, 2009**

MEMORANDUM OF AGREEMENT – SPECIAL PAYOUT/PAYMENT SCHEDULE

I. Special Payout For Employees with Sick Bank Who Elect a Payout

| All employees hired prior to <insert date of ratification> who have a Sick Bank and who elect, on or before November 18, 2009, to receive a payout and transfer to the Illness or Injury Plan ("IIP") on January 1, 2010, as per clause 11.02(b)(ii), shall receive a payout based upon the following formula: | | |
|--|---------------------------------------|-------------------------------------|
| YEARS OF SERVICE (A) | CURRENT SPP PAYOUT FORMULA* (B) | SPECIAL PAYOUT (C) |
| At Least 30 years | 50% of Bank to Maximum of 6 months | 80% of current SLP payout formula |
| At Least 25 years and Less than 30 years | 50% of Bank to Maximum of 6 months | 75% of current SLP payout formula |
| At Least 20 years and Less than 25 years | 50% of Bank to Maximum of 5 months | 65% of current SLP payout formula |
| At Least 15 years and Less than 20 years | 50% of Bank to Maximum of 4 months | 45% of current SLP payout formula |
| At Least 10 years and Less than 15 years | 50% of Bank to Maximum of 3 months | 35% of current SLP payout formula |
| Less than 10 years | Zero | 17.5% of Bank to a maximum of \$700 |

*Note: The above-noted payout is subject to any specific arrangement in any sick leave or grandparented STD plans governing payout, e.g., the former City of Toronto, Borough of East York and any other applicable plan. Eligible employees of the former City of Toronto or Borough of East York have a payout formula whereby they receive 100% rather than 50% of Bank to the applicable maximum based on their service. Any other employee covered by a grandparented short term disability plan with a different payout option shall receive such payout as per their grandparented STD plan.

II. Payout For Employees in Grandparented STD Plans Who Elect a Payout

| |
|---|
| Employees in grandparented STD plans who have a sick bank and elect to receive a payout as per clause 11.02(c)(ii) shall be paid out as per the payout formula of their grandparented STD plan. |
|---|

III. Minimum Special Payout/Payment

| |
|---|
| Employees hired prior to <insert date of ratification> (1) who elect the IIP and elect to receive a payout OR (2) who are transferred to the IIP from a Grandparented STD Plan and do not elect to retain their frozen sick bank, shall receive a minimum lump sum payout/payment of \$700. |
|---|

IV. Employee Election

1. An employee shall receive, no later than October 18, 2009, an information package that includes a form allowing the employee to elect to:
 - (a) transfer to the Illness or Injury Plan ("IIP") and to elect to receive a payout, as per Part I (Column C), Part II or Part III above; or
 - (b) to transfer to IIP and retain his/her frozen Sick Bank; or
 - (c) to elect to remain in the current Sick Pay Plan ("SPP").

Employees must submit their completed election form by December 15, 2009, in accordance with clause 11.02 of the Collective Agreement.

V. Special Payout/Payment Process

Part I Payout

2. An employee who elects to transfer to the IIP and who elects to receive a payout as per clause 11.02(b)(ii), shall transfer to the IIP on January 1, 2010 (the "Commencement Date") and have his/her Sick Bank, if any, frozen as at December 31, 2009. The minimum amount of the Payout will be \$700.
3. Following the Payout any sick pay credits remaining in the employee's frozen Sick Bank shall be eliminated.

Part II Payout

4. An employee in a grandparented STD plan who has a Sick Bank and elects to receive a payout as per clause 11.02(c)(ii) shall be paid out as per the payout formula of his/her grandparented STD plan. The minimum amount of the Payout will be \$700.
5. Following the Payout any sick pay credits remaining in the employee's frozen Sick Bank shall be eliminated.

Part III Payment

6. An employee in a Grandparented STD Plan who does not have a Sick Bank and is transferred to the IIP shall receive a lump sum payment of \$700.
7. The Part I (Column C) and Part II Payouts and the Part III Payment shall be made in one payment on February 18, 2010.
8. An employee with eligible Registered Retirement Savings Plan (RRSP) room can assign all or part of the Part I or Part II Payouts or the Part III Payment directly to his/her RRSP by providing the necessary form to the Director, Pension, Payroll and Employee Benefits by no later than December 15, 2009. Notwithstanding paragraph 7 above, should the employee elect this option, such transfer to his/her RRSP shall be completed no later than February 28, 2010.

VI. Employees On Sick Leave at Commencement Date

9. Notwithstanding Part V above, if, on the Commencement Date, an employee is on sick leave under the Sick Pay Plan or a grandparented STD plan, the employee shall continue to remain on such plan until he/she returns to work, as set out in paragraph 10, below.
10. The employee shall receive, no later than four (4) weeks after returning to work, an information package that includes a form allowing the employee to elect to transfer to the IIP and receive a payout, as per Part I (Column C), Part II or Part III above, or elect to remain in the current Sick Pay Plan. The employee must submit his/her completed election form within two (2) weeks following receipt of the information package.
11. In the event that the employee elects to transfer to the IIP, he/she shall commence enrolment in the IIP at the commencement of the pay period following thirty (30) calendar days from the date that he/she submitted his/her election form.
12. The Special Payout/Payment, as per Part I (Column C), Part II or Part III above, shall be made in one payment no later than two (2) pay periods following the date that the employee was enrolled in the IIP.
13. An employee with eligible Registered Retirement Savings Plan (RRSP) room can assign all or part of the Special Payout/Payment directly to his/her RRSP by providing the necessary form to the Director, Pension, Payroll and Employee Benefits. Notwithstanding paragraph 12 above, should the employee elect this option, such transfer to his/her RRSP shall be completed no later than four (4) pay periods following receipt of the RRSP assignment form.

MEMORANDUM OF AGREEMENT made this 27th day of July, 2009 between the Negotiating Committees of the City of Toronto and the Canadian Union of Public Employees, Local 79.

WHEREAS the Canadian Union of Public Employees, Local 79 ("Local 79") and the City of Toronto ("the City") are engaged in collective bargaining regarding the terms and conditions of employment for all employees in the Local 79 Homes for the Aged Unit represented by Local 79 and wish to resolve these terms and conditions;

THEREFORE, Local 79 and the City agree as follows:

1. The parties agree to the terms of this Memorandum and the annexed amendments to the Collective Agreement as constituting full settlement of all matters in dispute. All other provisions. All other provisions of the 2005-2008 Collective Agreement not hereby amended to be in effect.
2. This Agreement is subject to ratification on approval by the principals of the respective parties.
3. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum of Agreement to their respective principals.
4. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2009 to December 31, 2011.
5. The terms and conditions of the renewed Collective Agreement become effective at the beginning of the first pay period following ratification by the parties unless otherwise provided.

Entered into this 29 day of July, 2009 on behalf of

**THE NEGOTIATING COMMITTEE
OF THE CITY**

Jim Vair (signed)

Catherine Bossuyt (signed)

Caroline Riley (signed)

**THE NEGOTIATING COMMITTEE
OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 79**

Ann Dembinski (signed)

Tim Maguire (signed)

David Kidd (signed)

Ainsworth Hamilton (signed)

Nancy Murphy (signed)

Beverley Pike (signed)

Leanna Maharaj (signed)

Sonia Moodie (signed)

Derek Lue (signed)
Assigned CUPE Representative

WITNESS

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
HOMES FOR THE AGED (LONG TERM CARE HOMES & SERVICES PART-TIME) COLLECTIVE AGREEMENT
JULY 27, 2009**

The parties agree that the following amendments to the Collective Agreement resolve all matters under negotiation. This offer includes all matters previously settled and agreed to by the parties on or prior to July 24, 2009. These terms must be accepted as an entire package. Individual amendments may not be accepted without accepting all other amendments contained in this offer.

| Article | City |
|---|--|
| <p>Article 9 Wages and Salaries</p> | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p>Effective January 1, 2009 – 1.75% Effective January 1, 2010 – 2% Effective January 1, 2011 – 2.25%</p> <p>Flow Through to all Collective Agreements</p> |
| | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <ol style="list-style-type: none"> 1. Employees covered by the Local 79 Long-Term Care Homes & Services Collective Agreement, who are not entitled to a Special Payout/Payment in the Local 79 Full Time Collective Agreement, who elect to transfer to the Illness or Injury Plan and to receive a Lump Sum Payment in lieu of a Special Payout and who are actively employed on November 1, 2009, shall receive a single lump sum payment, calculated in accordance with para. 2, to be paid on or before December 24, 2009. 2. The maximum lump sum payment shall be seven hundred dollars (\$700.00). This payment shall be pro-rated based on all paid regular hours actually worked in the twenty-six (26) pay periods ending immediately prior to the date of ratification of the part-time collective agreements. The pro-ration shall occur based on 1820/2080 regular annual hours, as applicable. For an employee who works in more than one classification, the pro-ration shall be based on the regular annual hours of the classification in which he/she works the greatest number of regular hours. 3. The lump sum payment does not form part of an employee's base salary, is not pensionable, and is subject to normal statutory deductions and union dues. |

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
HOMES FOR THE AGED (LONG TERM CARE HOMES & SERVICES PART-TIME) COLLECTIVE AGREEMENT
JULY 27, 2009**

| | |
|--|---|
| <p>Article 10 Premium Pay Provisions</p> | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p><u>Shift Bonus (10.02)</u></p> <p>Effective January 1, 2009 the shift bonus in accordance with 10.02 shall be increased by the same amount as wages are increased on January 1, 2009, rounded to the nearest and higher cent. (One dollar (\$1.00) per hour).</p> <p>Effective January 1, 2010 the shift bonus in accordance with 10.02 shall be increased by the same amount as wages are increased on January 1, 2010, rounded to the nearest and higher cent. (One dollar and two cents (\$1.02) per hour).</p> <p>Effective January 1, 2011 the shift bonus in accordance with 10.02 shall be increased by the same amount as wages are increased on January 1, 2011, rounded to the nearest and higher cent. (One dollar and four cents (\$1.04) per hour)</p> <p>Flow Through from Full-Time</p> <p><u>Registered Nurse-in-Charge (10.06(a))</u></p> <p>Effective January 1, 2009 the premium in accordance with 7.04(e) shall be increased by the same amount as wages are increased on January 1, 2009, rounded to the nearest and higher cent. (Two dollars and fifty-four cents (\$2.54).</p> <p>Effective January 1, 2010 the premium in accordance with 7.04(e) shall be increased by the same amount as wages are increased on January 1, 2010 rounded to the nearest and higher cent. (Two dollars and fifty-nine cents (\$2.59).</p> <p>Effective January 1, 2011 the premium in accordance with 7.04(e) shall be increased by the same amount as wages are increased on January 1, 2011, rounded to the nearest and higher cent. (Two dollars and sixty-five cents (\$2.65).</p> <p>Flow through from Full-Time</p> |
|--|---|

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
HOMES FOR THE AGED (LONG TERM CARE HOMES & SERVICES PART-TIME) COLLECTIVE AGREEMENT
JULY 27, 2009**

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| <p>Article 12 Designated Holiday</p> | <p>Effective February 1, 2010</p> <p>12.xx The days to be designated as holidays by the City in each year during the term of this Agreement shall be the following: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday, and Friday), except that for the purpose of this Agreement, the following holidays shall be observed on the actual holiday instead of the designated day: New Year's Day, Canada Day, Christmas Day and Boxing Day.</p> <p>Flow Through from Full-Time</p> |
| <p>Article 14 Sick Pay</p> | <p>The parties agree to the new Article 14A and 14B as attached and the Lump Sum Payment in Lieu of Sick Leave Plan Special Payout as outlined above.</p> |
| <p>Article 15 Extended Health Care/Dental/Group Life and Long Term Disability Insurance</p> | <p>Refer to Full Time clause 12.03 covered under clauses 15.01(a)(iii).</p> <p><u>Dental Benefits</u></p> <p>Effective February 1, 2010</p> <p>Full-Time 12.03(a) <u>One hundred percent (100%) for:</u></p> <p>i) Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to a nine (9) month frequency for adults and a six (6) month frequency for eligible dependants under the age of eighteen (18).</p> <p>Flow Through to all Collective Agreements</p> |

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JULY 27, 2009**

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| | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p><u>Dispensing Fee/Vacation Entitlement for employees with over 30 years of service</u></p> <p>The parties agree that within six (6) months of <insert date of ratification> the Benefits Monitoring Committee will meet to discuss:</p> <ul style="list-style-type: none"> • The development of a joint communication plan and strategy to educate employees on the design, utilization and cost of the benefits plan, with the objective of making employees knowledgeable benefit consumers; and • A dispensing fee cap to be implemented, if mutually agreed, during the term of the Collective Agreement ratified on <insert date of ratification>. <p>Should the parties agree to implement a dispensing fee cap by the end of the term of the Collective Agreement ratified on <insert date of ratification>, the City shall grant, effective the same date, vacation entitlement of seven (7) weeks for employees who have completed thirty (30) years of service or more.</p> <p>Flow through from Full Time</p> |
| | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p>During the term of this Collective Agreement, the parties agree to meet to assess the amount of savings, if any, that may be achieved by part-time employees who work past age 65 and achieve benefit premium savings as a result of their participation in the Ontario Drug Benefit Plan. The full amount of any such savings will be used to reduce the premium costs attributable solely to such part-time employees.</p> <p>Flow Through to all Part Time Collective Agreements</p> |
| <p>Article 15 Extended Health Care/Dental/Group Life and Long Term Disability Insurance</p> | <p><u>Group Life Insurance</u></p> <p>15.01(a)(iii) Group Life Insurance in the amount of five thousand (\$5000) until the first of the month following the employee's seventieth (70th) birthday.</p> |

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| | <p>15.01(a)(v) Effective the first of the month following the employee's seventieth (70th) birthday, he/she shall no longer be entitled to Optional Group Life Insurance referred to in 15.01(a)(iv), 15.02(a) and 15.02(b). The Optional Group Life Insurance for spouses and dependent children shall be available only until the first of the month following the employee's or the insured's seventieth (70th) birthday, whichever is earlier.</p> <p>FLOW THROUGH FROM FULL TIME COLLECTIVE AGREEMENT</p> |
| | <p>Delete Note and delete LOI – Continuation of Optional Life Insurance and add new clause as follows:</p> <p><u>Continuation Of Group And/Or Optional Life Insurance</u></p> <p>12.xx The City agrees to continue the practice of advising the employee of his/her ability to convert their Group Life Insurance and/or Optional Life Insurance coverage upon retirement, termination of employment or upon attaining the age of seventy (70), through the benefits carrier, upon the terms established by the City's insurer, at the employees' expense.</p> |
| | <p><u>Long Term Disability</u></p> <p>15.01 (b) Employees will be eligible for LTD benefits as follows:</p> <ul style="list-style-type: none"> i. All employees who have been approved for or receiving Long Term Disability (LTD) benefits as of the date of ratification of this Agreement will retire at the end of the month in which the employee turns sixty-five (65) years of age and will not be eligible for Health and Group Life Benefits outlined in Article 15 or for LTD benefits after their retirement date. ii. Employees who are less than sixty-three (63) years of age when they become disabled will be eligible for LTD benefits until they reach age sixty-five (65). iii. Employees who are actively at work and working at sixty-three (63) years of age or older and become continuously ill for 910/1040 IIP hours will be eligible to apply for LTD benefits and will have a third-party medical assessment (performed by the City's benefit carrier) to determine the status of their disability. The assessment process will be consistent with the medical assessment process in place at the time for employees under age sixty-five (65) |

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| | <p>who are applying for LTD benefits.</p> <p>If an employee is approved for LTD benefits based on medical evidence, the employee will be provided with seventy-five percent (75%) of their annual salary at date of illness, for a lifetime maximum period of eighteen (18) months (subject to the limitations contained in this clause), commencing 910/1040 continuous IIP hours from the date that they became disabled, and subject to the employee's ongoing obligations to provide evidence of continuing disability. In consideration for the benefits provided in this clause, the employee will retire from the City of Toronto after the completion of the two (2) year disability period (ie, 910/1040 continuous IIP hours plus eighteen (18) months of LTD) and will not be eligible for Health and Group Life Benefits outlined in Article 15 or for LTD benefits after their retirement date.</p> <p>iv. If an employee returns to work prior to the completion of the two (2) year disability period and becomes ill again, they will only be eligible for LTD benefits, if they are off ill or injured for another 910/1040 continuous hours and after being reassessed and approved.</p> <p>If the above criteria are met, the employee will receive seventy-five percent (75%) of their annual salary at date of illness for a period equal to the difference between any previous disability period, including WSIB benefits, that was incurred after the employee reached age sixty-three (63) and the two (2) year maximum.</p> <p>v. Where an employee over the age of sixty-three (63) goes off on illness and does not have IIP hours, the employee will be reported off illness no credit/no pay and will be eligible to apply for sick benefits with Employment Insurance for the first 910/1040 continuous hours or the period of no pay status.</p> <p>vi. Notwithstanding anything else contained in this clause, employees will not be eligible for LTD benefits beyond the end of the month in which they attain seventy (70) years of age, and all LTD payments shall cease at that time.</p> <p>vii. The two (2) year City funded disability period (i.e., 910/1040 continuous IIP hours and 18 months of LTD), will be considered an "Approved Leave of Absence" with respect to OMERS. The employee will have the option, as permitted by law, to buy back this period from OMERS at his/her expense. If the employee chooses not to purchase this period, it</p> |
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| | <p style="text-align: center;">will not be considered eligible service.</p> <p><u>Expedited Process</u></p> <p>12.06(f) In the event that a difference arises relating to the interpretation, application or administration of said procedure clause 12.06(e), the following expedited dispute resolution procedure shall be followed:</p> <ul style="list-style-type: none"> i. either party shall have the right to refer the matter to the City's Director, of Employee & Labour Relations and to the President of the Union, or their respective designates, for immediate discussion and speedy resolution;; ii. in the event that the matter is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration;; iii. if either party refers the matter in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) working days of its referral: <ul style="list-style-type: none"> W. Kaplan D. Starkman L. Davie K. Petryshen D. Randall iv. The arbitrator's decision shall be rendered, with or without reasons on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision. <p style="text-align: center;">Flow Through, where Appropriate, To All Part Time Collective Agreements</p> |
| <p>Article 15 Extended Health Care/Dental/Group Life and Long Term Disability Insurance</p> | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p style="text-align: center;">MEMORANDUM ITEM ONLY Dispensing Fee/Vacation Entitlement for employees with over 30 years of service</p> |

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| | <p>The parties agree that within six (6) months of <insert date of ratification> the Benefits Monitoring Committee will meet to discuss:</p> <ul style="list-style-type: none"> • The development of a joint communication plan and strategy to educate employees on the design, utilization and cost of the benefits plan, with the objective of making employees knowledgeable benefit consumers; and • A dispensing fee cap to be implemented, if mutually agreed, during the term of the Collective Agreement ratified on <insert date of ratification>. <p>Should the parties agree to implement a dispensing fee cap by the end of the term of the Collective Agreement ratified on <insert date of ratification>, the City shall grant, effective the same date, vacation entitlement of seven (7) weeks for employees who have completed thirty (30) years of service or more.</p> |
| <p>Article 20 Leave of Absence</p> | <p><u>Leave of Absence for Chief Steward and Unit Officer</u></p> <p>20.xx Effective January 1, 2010, the three (3) Unit Officers representing the Homes for the Aged Part-Time, Unit B Part-Time and Recreation Workers' Part-Time, (or alternates) as designated by the Local will be granted leave of absence of two (2) days per week, without loss of pay or benefits.</p> <p>Flow Through to all Collective Agreements</p> |
| <p>Memorandum of Agreement</p> <p>Article 30 Transportation</p> | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p><u>Automobile Allowance Rate</u></p> <p>In the event that Canada Revenue Agency amends section 7306 of the <u>Income Tax Regulations, C.R.C.</u>, c.945, and increases the per-kilometre allowance rate that it considers reasonable, and thus not taxable in accordance with 18(1) of the <u>Income Tax Act, 1985</u>, c. 1 (5th Supp.), as amended, the City agrees to change the allowance rate set out in Article 18.01 (Transportation) to reflect the new non-taxable mileage rate effective the first pay period in the month following such increase.</p> <p>This Memorandum will expire December 31, 2011 and will not be renewed.</p> <p>Flow through to all Collective Agreements</p> |

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| <p>Article 39 Notice of Contracting Out</p> | <p>Add a new <u>Letter of Intent - Contracting In Review Committee</u> as follows:</p> <p>Pursuant to the Letter Of Intent <u>Contracting Out, Employment Security And Continuous Improvement</u>, the City and the Union shall form a Joint Contracting In Review Committee, within ninety (90) calendar days of ratification. The City will pay for to two (2) representatives of Local 79 at their regular rate of pay for all hours spent on work of the Committee during his/her regular working hours.</p> <p>The Committee shall meet quarterly, or more frequently as requested by the parties.</p> <p>The purpose of the Committee will be to review specific opportunities identified by Local 79 for the contracting in of work that is currently contracted out and to make recommendations to the Labour Relations Steering Committee regarding the possibility of pursuing the contracting in of such opportunities.</p> <p>This Letter of Intent does not apply, and is not intended to apply, to work of any other bargaining unit.</p> <p>Upon request of the Contracting in Review Committee and where appropriate, the City shall provide the Committee with relevant information about the specific identified service(s). Such information may include, but is not limited to:</p> <ul style="list-style-type: none"> • the type of work being provided through any contractor or sub-contractor; • the length of the contract and expiry or renewal or re-negotiation date(s); • pertinent financial and statistical disclosure with respect to relevant contract(s), provided the City can release such information by law. <p>Flow Through to all Collective Agreements</p> |
| <p>Article 32 Term of Agreement and Notice to Bargain</p> | <p>This agreement shall remain in force from the 1st day of January, 2009 until and including the 31st day of December, 2011 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.</p> <p>Flow through to all Collective Agreements</p> |

ATTACHMENT #1

HOMES FOR THE AGED (LONG TERM CARE HOMES & SERVICES PART-TIME) COLLECTIVE AGREEMENT

ARTICLE 14A – ILLNESS OR INJURY PLAN

Purpose

14.01 The Illness or Injury Plan (IIP) shall be effective January 1, 2010. The purpose of the IIP is to provide an eligible employee with income, when he/she is absent from regularly scheduled work due to illness or injury, subject to the provisions of this Article.

IIP hours shall be paid for any time lost by reason of illness or injury in accordance with the provisions set out below, except where an award is made under the Workplace Safety and Insurance Act, 1997, S.O.1997, as amended.

Enrolment

14.02(a) All employees hired on or after <insert date of ratification> shall be enrolled in the IIP in accordance with the provisions of this Article.

14.02(b) All employees hired prior to <insert date of ratification> who are in the Sick Pay Plan may elect, on or before November 18, 2009, to transfer to the IIP effective January 1, 2010. Such employees shall elect to either:

- (i) have their sick bank, if any, frozen as at December 31, 2009. Employees who elect this option shall use their capped sick pay credits to offset any shortfalls in their IIP hours in accordance with clause 14.05; OR
- (ii) receive a Lump Sum Payment in Lieu of a Sick Pay Plan Special Payout.

For the purpose of greater clarity, those employees hired prior to <insert date of ratification> may elect to stay in the Sick Pay Plan and be covered by the provisions of Article 14B.

Eligibility

14.03 An employee shall become eligible to receive IIP hours for absences due to illness or injury commencing the first regularly scheduled shift following the completion of his/her probationary period in accordance with clause 6.01.

Definitions

14.04 In this Article:

- (a) "income" shall mean the employee's hourly rate as provided for in Schedule "1";
- (b) "month" shall mean a calendar month;
- (c) an "eligible employee" shall mean an employee who meets criteria set out in clause 14.03 and employees who are transferred to the IIP in accordance with clause 14.02;
- (d) the "Sick Pay Plan" is the sick pay accumulation plan described in Article 14B;

Capped Sick Pay Credits

14.05 (a) An employee covered under the Sick Pay Plan, and who elected to transfer to the IIP and to freeze his/her sick bank, shall have his/her accumulation of sick credits capped as at December 31, 2009 or upon his/her return to work as provided for in the Memorandum of Agreement – Transition to IIP. Capped sick pay credits shall be used in the following circumstances:

Top-Up from 75% to 100% Pay

(i) In cases where an employee's IIP payment is at seventy-five percent (75%) in accordance with the chart in clause 14.08(c) below, the employee's capped sick pay credits, if any, shall be used to top-up the difference to one hundred percent (100%) of the employee's hourly rate.

Unpaid Illness or Injury Hours

(ii) Whenever an employee's absence due to illness or injury exceeds his/her IIP hours and he/she has not satisfied the Long-Term Disability waiting period in accordance with clause 15.01, the excess hours of illness or injury shall be regarded as illness or injury leave without pay, except that where an employee has elected to freeze his/her sick bank, such capped sick pay credits, if any, shall be used to provide the employee with income for this period.

Pro-ration of IIP Hours upon Completion of Probationary Period

14.06 Upon completion of his/her probationary period, the IIP hours that will be provided to an employee will be pro-rated based on the total hours paid during his/her probationary period, and will be available for use on the first regularly scheduled shift immediately following completion of his/her probationary period.

Pro-ration of IIP Hours

14.07 The annual IIP hours that will be provided to an employee will be a pro-rated amount up to a maximum of nine hundred and ten (910) IIP hours for thirty-five (35) hour a week positions and up to a maximum amount of one thousand and forty (1040) IIP hours for forty (40) hour a week positions, as set out in the charts below, based on the total hours paid in the previous calendar year as a percentage of one thousand, eight hundred and twenty (1820) or two thousand and eighty (2080) hours, as applicable.

Illness or Injury Plan – Hours Chart

14.08(a) An eligible employee will be entitled to IIP hours, if any, at one hundred percent (100%) of his/her hourly rate based on his/her total hours paid as indicated in the charts below (column B or C). The employee will be eligible for the remainder of his/her nine hundred and ten (910) or one thousand and forty (1040) IIP hours, if any, at seventy-five percent (75%) of his/her hourly rate (column D or E).

14.08(b) Employees are only eligible to advance to the next level of coverage based on total hours paid when they are (1) actually at work, or (2) on pre-approved vacation, or (3) on approved Leave of Absence, not arising due to illness or injury or (4) any other leave pursuant to the Collective Agreement, not arising due to illness or injury. An employee who is not actually at work will become eligible for the next level of coverage based on total hours paid in accordance with the

charts below, upon actually returning to work for a period of at least seventy (70) or eighty (80) aggregate hours, as applicable.

14.08(c)(i) IIP hours for employees in thirty-five (35) hour a week positions, shall be as provided in the following chart:

| IIP HOURS CHART (35 hour a week positions) | | | | |
|---|---|-------------------------------------|---|------------------------------------|
| Total Hours Paid | Maximum Number of IIP Hours per calendar year paid at 100% of Hourly Rate** | | Maximum Number of IIP Hours per calendar year paid at 75% of Hourly Rate ** | |
| A | B | C | D | E |
| | Maximum IIP hours paid @ 100% | Percentage of IIP hours paid @ 100% | Maximum IIP hours paid @ 75% | Percentage of IIP hours paid @ 75% |
| Less than 910 hours | 0 | 0 | 0 | 0 |
| 910 hours to less than 1820 hours | 70 | 8% | 840 | 92% |
| 1820 hours to less than 3640 | 105 | 12% | 805 | 88% |
| 3640 hours to less than 5460 hours | 140 | 16% | 770 | 84% |
| 5460 hours to less than 7280 hours | 210 | 24% | 700 | 76% |
| 7280 hours to less than 9100 hours | 280 | 31% | 630 | 69% |
| 9100 hours to less than 10,920 hours | 350 | 39% | 560 | 61% |
| 10,920 hours to less than 12,740 hours | 420 | 47% | 490 | 53% |
| 12,740 hours to less than 14,560 hours | 560 | 62% | 350 | 38% |
| 14,560 hours to less than 16,380 hours | 700 | 77% | 210 | 23% |
| 16,380 hours to less than 18,200 hours | 840 | 93% | 70 | 7% |
| 18,200 hours or more | 910 | 100% | 0 | 0 |

14.08(c) (ii) IIP hours for employees in forty (40) hour a week positions, shall be as provided in the following chart:

| IIP HOURS CHART (40 hour a week positions) | | |
|---|---|--|
| Total Hours Paid | Maximum Number of IIP Hours per calendar year paid at 100% of Hourly Rate** | Maximum Number of IIP Hours per calendar year paid at 75 % of Hourly Rate ** |

| A | B | C | D | E |
|--|-------------------------------|-------------------------------------|------------------------------|------------------------------------|
| | Maximum IIP hours paid @ 100% | Percentage of IIP hours paid @ 100% | Maximum IIP hours paid @ 75% | Percentage of IIP hours paid @ 75% |
| Less than 1,040 hours | 0 | 0 | 0 | 0 |
| 1,040 hours to less than 2,080 hours | 80 | 8% | 960 | 92% |
| 2,080 hours to less than 4,160 hours | 120 | 12% | 920 | 88% |
| 4,160 hours to less than 6,240 hours | 160 | 16% | 880 | 84% |
| 6,240 hours to less than 8,320 hours | 240 | 24% | 800 | 76% |
| 8,320 hours to less than 10,400 hours | 320 | 31% | 720 | 69% |
| 10,400 hours to less than 12,480 hours | 400 | 39% | 640 | 61% |
| 12,480 hours to less than 14,560 hours | 480 | 47% | 560 | 53% |
| 14,560 hours to less than 16,640 hours | 640 | 62% | 400 | 38% |
| 16,640 to less than 18,720 hours | 800 | 77% | 240 | 23% |
| 18,720 to less than 20,800 hours | 960 | 93% | 80 | 7% |
| 20,800 hours or more | 1040 | 100% | 0 | 0% |

No Payout or Carry Over

14.09 There is no payout of unused IIP hours. There is no carry over of unused IIP hours from year to year, except when an illness or injury starts in one year and continues into the next calendar year or as provided in clause 14.10 (c) below.

Refreshing of IIP Hours -- January 1st

14.10(a) An eligible employee will receive his/her IIP hours on his/her first shift worked on or after January 1st of each year, if he/she is: (1) actually at work, or (2) on pre-approved vacation, or (3) on approved Leave of Absence, not arising due to illness or injury or (4) any other leave pursuant to the Collective Agreement not arising due to illness or injury.

14.10(b) An eligible employee not covered by clause 14.10(a), who is not actually at work on his/her first shift on or after January 1st and immediately prior has been absent due to illness or injury or unauthorized absence and either in receipt of IIP hours or has exhausted his/her IIP hours, will not receive his/her refreshed IIP hours until he/she has actually returned to work for a period of at least seventy (70) or eighty (80) aggregate hours, as applicable.

14.10(c) An employee covered by clauses 14.10(b) and 14.12(b) shall continue to retain any remaining IIP hours from the previous year and any capped sick pay credits, if any, until he/she has returned to work for seventy (70) or eighty (80) aggregate hours, as applicable.

- 14.10 (d) In addition to the objectives set out in clause 15.05, the Benefits Monitoring Committee may address the following issues, in special circumstances:
- (i) refreshing an employee's IIP hours prior to the seventy (70) or eighty (80) aggregate hour period referred to in 14.10(b);
 - (ii) the identification and correction of errors or omissions with respect to an employee's IIP refreshed hours;
 - (iii) the provision of additional IIP hours in circumstances where an employee suffers from more than one unrelated illness or injury or exhausts IIP hours due to Ill Dependent Leave and has no frozen Sick Bank credits and vacation.

IIP Hours Upon Return From Approved Leave

- 14.11 (a) When an employee is given an approved leave of absence, for any reason, and returns to work at the end of such leave of absence within the same calendar year, he/she shall retain his/her IIP hours, if any, existing at time of the commencement of such leave.
- 14.11 (b) When an employee is on an approved leave of absence, for any reason, and returns to work at the end of such leave of absence in a later calendar year, such that he/she did not work during the entirety of at least an entire calendar year, he/she shall retain his/her IIP hours existing at the date of the commencement of the leave, until such time as the employee has worked for a period of at least seventy (70) or eighty (80) aggregate hours, as applicable, at which time her/her IIP hours shall be refreshed in accordance with clause 14.10 above, based on the total hours paid to him/her in the calendar year in which he/she most recently worked.

Recall

- 14.12(a) When an employee is laid off and is recalled to work within the same calendar year, he/she shall retain his/her IIP hours, if any, existing at time of such layoff.
- 14.12(b) Where an employee is laid off and recalled to work in the following calendar year, he/she shall have his/her IIP hours refreshed in accordance with clauses 14.07 and 14.10 above, as of the first day the employee returns to work.
- 14.12(c) When an employee is not recalled so that he/she did not work during the entirety of a calendar year, if he/she is subsequently recalled to work, his/her IIP hours will be refreshed in accordance with clauses 14.07 and 14.10, as applicable, as of the first day the employee returns to work, based on the total hours paid to him/her in the calendar year in which he/she most recently worked.

Long Term Disability

- 14.13 Employees who are absent due to illness or injury for more than six (6) continuous months will be eligible to apply for Long Term Disability benefits in accordance with Article 15.01.

Use of IIP Hours

- 14.14(a) The number of paid IIP hours received by an employee shall be deducted from his/her available IIP hours but no deduction shall be made on account of any day on which an

employee would normally be entitled to be off work or for time lost because an employee was unable to respond to a call-in shift.

- 14.14 (b) An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from his/her IIP hours, unless a physician states that the employee is fit for further work on that shift.

Serious Incident

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

Physicians' Certificates

- 14.16(a) An employee absent for more than three (3) consecutive shifts shall furnish within three (3) calendar days following their fourth (4th) consecutive shift absent, a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician. The three (3) calendar 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.

- 14.16(b) An employee absent for more than thirty (30) calendar days shall:

- (i) provide immediately following such thirty (30) calendar days, a certificate from his/her physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty; and
- (ii) provide further certificates from his/her physician, covering the same information, following each subsequent thirty (30) calendar days absent.

Reporting Procedures

- 14.17 (a) Each employee is required to report an unplanned absence due to illness or ill dependent at least one (1) hour, unless not reasonably possible, prior to his/her start time. Employees will only be required to make a single phone call in order to report his/her absence. Each employee will be provided with the phone number he/she must call to report such absence. Each employee is required to indicate whether the absence is due to sickness or ill dependent. He/she is also required to notify of his/her anticipated date of return and will be expected to return to work as reported. He/she will not be required to report daily during the period identified. If the date of return is not specified or known, he/she must report on a daily basis as above.

- 14.17 (b) In any instance where an employee is able to return prior to the stated return date or requires an extension of their absence and the employee works in a classification where a staff complement must be maintained, the employee will advise his/her supervisor or designate by 3:00 p.m. the day before that he/she is returning on the following day.

- 14.17 (c) In any instance where an employee not referred to in clause (b) above requires an extension of his/her absence, such employee will report as per (a) above.

Movement to the Full-Time Collective Agreement

- 14.18 (a) An employee who elects to stay in the Sick Pay Plan provided for in Article 14B of this Collective Agreement who subsequently moves to the full-time Collective Agreement, upon

entering the full-time bargaining unit shall take with him/her his/her full cumulative sick pay credits, and shall thereafter be deemed an employee covered by Article 11B of the Full-time Collective Agreement with cumulative sick pay credits equal to the cumulative sick pay credits carried over from this Collective Agreement. For the purpose of converting the cumulative sick pay credits, each seven (7) or eight (8) hours, as the case may be, shall be considered equal to one day under the Full-time Collective Agreement.

- 14.18 (b) An employee who is covered by the IIP plan provided for in Article 14A of this Collective Agreement who subsequently moves to the full-time Collective Agreement, upon entering the full-time bargaining unit shall take with him/her his/her unused IIP hours and shall thereafter be deemed an employee covered by Article 11A of the Full-Time Collective Agreement with IIP hours equal to the IIP hours carried over from this Collective Agreement. For the purposes of converting IIP hours carried over from this Collective Agreement to the Full-time Collective Agreement, seven (7) or eight (8) hours, as the case may be, shall be considered as equal to one (1) day under the Full-time Collective Agreement.

Administration of IIP

- 14.19 The IIP will be administered in a manner at least consistent with the practices and provisions applicable to the Sick Pay Plan (Article 14B). For greater certainty, occupational illness or injury shall be administered under Article 29 (Workplace Safety & Insurance Benefits).

Use of Vacation Entitlements

- 14.20 An employee absent because of illness or injury who has exhausted his/her IIP hours, if any, may use any vacation entitlement owing as IIP hours. In that case, the vacation will be treated as IIP hours and the provisions of this Article will apply.

NEW – Memorandum of Agreement – Transition to IIP

Election to Illness or Injury Plan

Within sixty (60) days of <insert date of ratification> the City and Local 79 shall meet to discuss the format of a hard copy communication to employees eligible to transfer to the IIP. Such communication shall include a reference to the employees' current sick bank, if any, a copy of the IIP plan (Article 14A), the due date for election to IIP and return address information.

No later than October 18, 2009, the City shall inform all employees eligible to transfer to IIP of the requirement to elect, on or before November 18, 2009, to either transfer to the new IIP plan in accordance with clause 14.02(b) or to remain in the current Sick Pay Plan in accordance with clause 14.01 (Article 14B). The information will be provided to employees in hard copy and mailed to their home address. Employees shall have until November 18, 2009 to respond in writing. Any employee who has not responded shall be deemed to have elected to remain in the current Sick Pay Plan.

Transition to IIP Effective January 1, 2010

Employees electing to transfer to the IIP in accordance with clause 14.02 will receive his/her IIP days on his/her first shift on or after January 1, 2010 if he/she is: (1) actually at work, or (2) on a pre-approved vacation, or (3) on approved Leave of Absence, not arising due to illness or injury (which will included

suspensions with or without pay of ten (10) working days or less), or (4) any other leave pursuant to the Collective Agreement not arising due to illness or injury.

Deferred Transition Date

An employee who elected to transfer to the IIP, or who is transferred to the IIP in accordance with clause 14.02(b) who is absent from work because of illness or injury and who would otherwise be entitled to sick pay under either the pre-existing Sick Pay Plan shall continue to be covered by the pre-existing Sick Pay Plan until the employee returns to work for a period of at least seventy (70) or eighty (80) aggregate hours, as applicable, after which the employee shall be enrolled in the IIP and eligible to use his/her IIP hours.

AMEND ALL APPLICABLE SECTIONS OF THE COLLECTIVE AGREEMENT TO REFLECT THE NEW IIP LANGUAGE

ARTICLE 14B – SICK PAY

NOTE: Article 14 of the 2005-2008 collective agreement remains in effect.

ADD new clause 14.01 and renumber the remainder of Article 14B accordingly:

14.01 The Sick Pay Plan set out in this Article 14B applies only to employees hired prior to <insert date of ratification>, who do not elect to transfer to IIP.

Serious Incident

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

Physicians' Certificates

14.xx(a) An employee absent for more than three (3) consecutive shifts shall furnish within three (3) calendar days following their fourth (4th) consecutive shift absent, a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician. The three (3) calendar 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.

14.xx(b) An employee absent for more than thirty (30) calendar days shall:

- (i) provide immediately following such thirty (30) calendar days, a certificate from his/her physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty; and
- (ii) provide further certificates from his/her physician, covering the same information, following each subsequent thirty (30) calendar days absent.

Use of Vacation Entitlements

14.xx An employee absent because of illness or injury who has exhausted his/her sick credits, if any, may use any vacation entitlement owing as sick credits. In that case, the vacation will be treated as sick credits and the provisions of this Article will apply.

Amend to be consistent with IIP as follows:

20.10 Subject to the applicable provisions of Article 14A and clause 14.01(a) or (b) of Article 14B, an employee may utilize not more than forty-eight (48) hours of his/her available IIP hours or accumulated sick credits, as applicable, per calendar year in order to care for ill dependents. Such absence shall be deducted from the employee's available IIP hours or bank of accumulated sick credits on an hour for hour basis and shall not be considered as breaking a month's service.

MEMORANDUM OF AGREEMENT made this 27th day of July, 2009 between the Negotiating Committees of the City of Toronto and the Canadian Union of Public Employees, Local 79.

WHEREAS the Canadian Union of Public Employees, Local 79 ("Local 79") and the City of Toronto ("the City") are engaged in collective bargaining regarding the terms and conditions of employment for all employees in the Local 79 Recreation Workers' Unit represented by Local 79 and wish to resolve these terms and conditions;

THEREFORE, Local 79 and the City agree as follows:

1. The parties agree to the terms of this Memorandum and the annexed amendments to the Collective Agreement as constituting full settlement of all matters in dispute. All other provisions. All other provisions of the 2005-2008 Collective Agreement not hereby amended to be in effect.
2. This Agreement is subject to ratification on approval by the principals of the respective parties.
3. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum of Agreement to their respective principals.
4. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2009 to December 31, 2011.
5. The terms and conditions of the renewed Collective Agreement become effective at the beginning of the first pay period following ratification by the parties unless otherwise provided.

Entered into this 29th day of July, 2009 on behalf of

**THE NEGOTIATING COMMITTEE
OF THE CITY**

**THE NEGOTIATING COMMITTEE
OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 79**

Jim Vair (signed)

Ann Dembinski (signed)

Catherine Bossuyt (signed)

Tim Maguire (signed)

Brian Philip (signed)

David Kidd (signed)

Christine Basdeo (signed)

Ainsworth Hamilton (signed)

Nancy Murphy (signed)

Amy Withers (signed) _____

Janet Wright (signed) _____

Don Styles (signed) _____
Assigned CUPE Representative

WITNESS

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
UNIT B PART-TIME COLLECTIVE AGREEMENT
JULY 27, 2009**

The parties agree that the following amendments to the Collective Agreement resolve all matters under negotiation. This offer includes all matters previously settled and agreed to by the parties on or prior to July 24, 2009. These terms must be accepted as an entire package. Individual amendments may not be accepted without accepting all other amendments contained in this offer.

| Article | City |
|---------------------------------|--|
| Article 8 Wages and Salaries | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p>Effective January 1, 2009 – 1.75% Effective January 1, 2010 – 2% Effective January 1, 2011 – 2.25%</p> <p>Flow Through to all Collective Agreements</p> |
| | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <ol style="list-style-type: none"> 1. Employees covered by the Local 79 Unit B Part-Time Collective Agreement, who are not entitled to a Special Payout/Payment in the Local 79 Full Time Collective Agreement and who are actively employed on November 1, 2009, shall receive a single lump sum payment, calculated in accordance with para. 2, to be paid on or before December 24, 2009. 2. The maximum lump sum payment shall be seven hundred dollars (\$700.00). This payment shall be pro-rated based on all paid regular hours actually worked in the twenty-six (26) pay periods ending immediately prior to the date of ratification of the part-time collective agreements. The pro-ration shall occur based on 1820/2080 regular annual hours, as applicable. For an employee who works in more than one classification, the pro-ration shall be based on the regular annual hours of the classification in which he/she works the greatest number of regular hours. 3. The lump sum payment does not form part of an employee's base salary, is not pensionable, and is subject to normal statutory deductions and union dues. |

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
UNIT B PART-TIME COLLECTIVE AGREEMENT
JULY 27, 2009**

| Article | City |
|---|---|
| <p>Article 7 Premium Pay Provisions</p> | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p><u>Shift Bonus (7.04(a))</u></p> <p>Effective January 1, 2009 the shift bonus in accordance with 7.04(a) shall be increased by the same amount as wages are increased on January 1, 2009, rounded to the nearest and higher cent. (\$1.00 per hour).</p> <p>Effective January 1, 2010 the shift bonus in accordance with 7.04(a) shall be increased by the same amount as wages are increased on January 1, 2010, rounded to the nearest and higher cent. (One dollar and two cents (\$1.02) per hour).</p> <p>Effective January 1, 2011 the shift bonus in accordance with 7.04(a) shall be increased by the same amount as wages are increased on January 1, 2011, rounded to the nearest and higher cent. (One dollar and four cents (\$1.04) per hour)</p> <p>Flow Through from Full Time to HFA and Unit B</p> |
| <p>Article 10 Designated Holiday</p> | <p><u>Effective February 1, 2010</u></p> <p>10.XX The days to be designated as holidays by the City in each year during the term of this Agreement shall be the following: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day. and Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).</p> <p>Flow Through to HFA and Unit B Collective Agreements</p> |

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
UNIT B PART-TIME COLLECTIVE AGREEMENT
JULY 27, 2009**

| Article | City |
|--|---|
| Article 34 Extended Health Care/Dental/Group Life and Long Term Disability Insurance | <p>Refer to Full Time clause 12.03 covered under clauses 34.01(a)(iii).</p> <p><u>Dental Benefits</u></p> <p><u>Effective February 1, 2010</u></p> <p>12.03(a) <u>One hundred percent (100%) for:</u> i) Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to a nine (9) month frequency for adults and a six (6) month frequency for eligible dependants under the age of eighteen (18).</p> <p>Flow Through To All Collective Agreements</p> |
| Article 29 Lunch And Rest Periods | <p>Add new clause 29.02(b) as follows:</p> <p>29.02(b) Employees in Court Services and Children’s Services, and Prosecutors in Legal Services who are not able to take their rest periods, due to operational needs, shall at their Division Head’s discretion, have their rest periods rescheduled within the shift. If that is not possible, the employee shall be compensated for the lost rest period at time and a half, or with mutual agreement, the employee shall have the time added to his/her lieu bank.</p> <p>Flow Through from Full Time to Unit B and LTC as appropriate.</p> |
| Post 65 Active Benefits | <p><u>Group Life Insurance</u></p> <p>34.01(a)(iv) Group Life Insurance in the amount of three thousand dollars (\$3,000) until the first of the month following the employee’s seventieth (70th) birthday.</p> <p>34.01(a)(vii) Effective the first of the month following the employee’s seventieth (70th) birthday,</p> |

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
UNIT B PART-TIME COLLECTIVE AGREEMENT
JULY 27, 2009**

| Article | City |
|--------------------------------|---|
| | <p>he/she shall no longer be entitled to Optional Group Life Insurance referred to in 34.01(a)(vi) and (vii). The Optional Group Life Insurance for spouses and dependent children shall be available only until the first of the month following the employee's or the insured's seventieth (70th) birthday, whichever is earlier.</p> <p>Flow through from full time collective agreement</p> |
| | <p>Delete Note and delete LOI – Continuation of Optional Life Insurance and add new clause as follows:</p> <p><u>Continuation Of Group And/Or Optional Life Insurance</u></p> <p>12.xx The City agrees to continue the practice of advising the employee of his/her ability to convert their Group Life Insurance and/or Optional Life Insurance coverage upon retirement, termination of employment or upon attaining the age of seventy (70), through the benefits carrier, upon the terms established by the City's insurer, at the employees' expense.</p> <p>Flow Through, where Appropriate, To All Part Time Collective Agreements</p> |
| | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p>During the term of this Collective Agreement, the parties agree to meet to assess the amount of savings, if any, that may be achieved by part-time employees who work past age 65 and achieve benefit premium savings as a result of their participation in the Ontario Drug Benefit Plan. The full amount of any such savings will be used to reduce the premium costs attributable solely to such part-time employees.</p> <p>Flow Through to all Part Time Collective Agreements</p> |
| Article 17 Leave of Absence | <p><u>Leave of Absence for Chief Steward and Unit Officer</u></p> <p>17.XX Effective January 1, 2010, the three (3) Unit Officers representing the Homes for the Aged Part-</p> |

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
UNIT B PART-TIME COLLECTIVE AGREEMENT
JULY 27, 2009**

| Article | City |
|--|---|
| | <p>Time, Unit B Part-Time and Recreation Workers' Part-Time, (or alternates) as designated by the Local will be granted leave of absence of two (2) days per week, without loss of pay or benefits.</p> <p>Flow Through to all Collective Agreements</p> |
| <p>Memorandum of Agreement Item</p> <p>Article 31 Transportation</p> | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p><u>Automobile Allowance Rate</u></p> <p>In the event that Canada Revenue Agency amends section 7306 of the <u>Income Tax Regulations, C.R.C., c.945</u>, and increases the per-kilometre allowance rate that it considers reasonable, and thus not taxable in accordance with 18(1) of the <u>Income Tax Act, 1985, c. 1 (5th Supp.)</u>, as amended, the City agrees to change the allowance rate set out in Article 18.01 (Transportation) to reflect the new non-taxable mileage rate effective the first pay period in the month following such increase.</p> <p>This Memorandum will expire December 31, 2011 and will not be renewed.</p> <p>Flow through to all Part Time Collective Agreements</p> |
| <p>Article 30 Notice of Contract Out</p> | <p>Add a new <u>Letter of Intent - Contracting In Review Committee</u> as follows:</p> <p>Pursuant to the Letter Of Intent <u>Contracting Out, Employment Security And Continuous Improvement</u>, the City and the Union shall form a Joint Contracting In Review Committee, within ninety (90) calendar days of ratification. The City will pay for to two (2) representatives of Local 79 at their regular rate of pay for all hours spent on work of the Committee during his/her regular working hours.</p> <p>The Committee shall meet quarterly, or more frequently as requested by the parties.</p> <p>The purpose of the Committee will be to review specific opportunities identified by Local 79 for the contracting in of work that is currently contracted out and to make recommendations to the Labour</p> |

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
UNIT B PART-TIME COLLECTIVE AGREEMENT
JULY 27, 2009**

| Article | City |
|---|---|
| | <p>Relations Steering Committee regarding the possibility of pursuing the contracting in of such opportunities.</p> <p>This Letter of Intent does not apply, and is not intended to apply, to work of any other bargaining unit.</p> <p>Upon request of the Contracting in Review Committee and where appropriate, the City shall provide the Committee with relevant information about the specific identified service(s). Such information may include, but is not limited to:</p> <ul style="list-style-type: none"> • the type of work being provided through any contractor or sub-contractor; • the length of the contract and expiry or renewal or re-negotiation date(s); • pertinent financial and statistical disclosure with respect to relevant contract(s), provided the City can release such information by law. <p>Flow Through to all Part Time Collective Agreements</p> |
| <p>Article 32 Term of Agreement and Notice to Bargain</p> | <p>This agreement shall remain in force from the 1st day of January, 2009 until and including the 31st day of December, 2011 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.</p> <p>Flow Through to all Collective Agreements</p> |

**ATTACHMENT #1 TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
UNIT B PART-TIME COLLECTIVE AGREEMENT
JULY 27, 2009**

ADD THE FOLLOWING NEW ARTICLE XX - ILLNESS OR INJURY PLAN

Purpose

XX.01 The Illness or Injury Plan (IIP) shall be effective January 1, 2010. The purpose of the IIP is to provide an eligible employee with income, when he/she is absent from scheduled work due to illness or injury, subject to the provisions of this Article.

IIP hours shall be paid for any time lost by reason of illness or injury in accordance with the provisions set out below, except where an award is made under the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.

Eligibility

XX.02 An employee shall become eligible to receive IIP hours for absences due to illness or injury commencing the first shift following the completion of both of the following criteria:

- (a) the completion of nine hundred and ten (910) aggregate paid hours for thirty-five (35) hour a week positions, or one thousand and forty (1,040) aggregate paid hours for forty (40) hour a week positions, in accordance with Article 5 (Probationary Period); and
- (b) the completion of nine hundred and ten (910) regular paid hours (excluding, e.g. overtime hours) for thirty-five (35) hour a week positions, or one thousand and forty (1,040) regular paid hours (excluding, e.g. overtime hours) for forty (40) hour a week positions, in the previous calendar year.

An employee must re-satisfy the condition in (b), above, in each calendar year in order to re-qualify for IIP hours in subsequent years.

Definitions

XX.03 In this Article:

- (a) "income" shall mean the employee's hourly rate as provided for in Schedule "1";
- (b) "month" shall mean a calendar month; and
- (c) an "eligible employee" shall mean an employee who meets criteria set out in clause XX.02

Pro-ration of IIP Hours

XX.04 The annual IIP hours that will be provided to an eligible employee will be a pro-rated amount up to a maximum of nine hundred and ten (910) IIP hours for thirty-five (35) hour a week positions and up to a maximum amount of one thousand and forty (1040) IIP hours for forty (40) hour a week positions, as set out in the charts below, based on the total regular hours paid (excluding, e.g., overtime hours) in the previous calendar year as a percentage of one thousand, eight hundred and twenty (1820) or two thousand and eighty (2080) hours, as applicable.

Illness or Injury Plan – Hours Chart

XX.05(a) An eligible employee will be entitled to IIP hours, if any, at one hundred percent (100%) of his/her hourly rate based on his/her total regular hours paid (excluding, e.g., overtime hours) as indicated in the charts below (column B or C). The employee will be eligible for the remainder of his/her nine hundred and ten (910) or one thousand and forty (1040) IIP hours, if any, at seventy-five percent (75%) of his/her hourly rate (column D or E).

XX.05(b) Eligible employees are only entitled to advance to the next level of coverage based on total regular hours paid (excluding, e.g., overtime hours) in accordance with the charts below, when they are (1) actually at work, or (2) on pre-approved vacation, or (3) on approved Leave of Absence, not arising due to illness or injury, or (4) any other leave pursuant to the Collective Agreement, not arising due to illness or injury. An employee who is not actually at work will become eligible for the next level of coverage based on total regular hours paid (excluding, e.g., overtime hours) in accordance with the charts below, upon actually returning to work for a period of at least seventy (70) or eighty (80) aggregate hours, as applicable.

XX.06 (a) IIP hours for eligible employees in thirty-five (35) hour a week positions, shall be as provided in the following chart:

| IIP HOURS CHART (35 hour a week positions) | | | | |
|---|---|-------------------------------------|---|------------------------------------|
| Total Regular Hours Paid | Maximum Number of IIP Hours per calendar year paid at 100% of Hourly Rate** | | Maximum Number of IIP Hours per calendar year paid at 75% of Hourly Rate ** | |
| A | B | C | D | E |
| | Maximum IIP hours paid @ 100% | Percentage of IIP hours paid @ 100% | Maximum IIP hours paid @ 75% | Percentage of IIP hours paid @ 75% |
| 910 hours to less than 1820 hours | 70 | 8% | 840 | 92% |
| 1820 hours to less than 3640 | 105 | 12% | 805 | 88% |
| 3640 hours to less than 5460 hours | 140 | 16% | 770 | 84% |
| 5460 hours to less than 7280 hours | 210 | 24% | 700 | 76% |
| 7280 hours to less than 9100 hours | 280 | 31% | 630 | 69% |
| 9100 hours to less than 10,920 hours | 350 | 39% | 560 | 61% |
| 10,920 hours to less than 12,740 hours | 420 | 47% | 490 | 53% |
| 12,740 hours to less than 14,560 hours | 560 | 62% | 350 | 38% |
| 14,560 hours to less than 16,380 hours | 700 | 77% | 210 | 23% |
| 16,380 hours to less than 18,200 hours | 840 | 93% | 70 | 7% |
| 18,200 hours or more | | | | |

| | | | | |
|--|-----|------|---|---|
| | 910 | 100% | 0 | 0 |
|--|-----|------|---|---|

XX.06(b) IIP hours for eligible employees in forty (40) hour a week positions, shall be as provided in the following chart:

| IIP HOURS CHART (40 Hour a Week positions) | | | | |
|---|---|-------------------------------------|--|------------------------------------|
| Total Regular Hours Paid | Maximum Number of IIP Hours per calendar year paid at 100% of Hourly Rate** | | Maximum Number of IIP Hours per calendar year paid at 75 % of Hourly Rate ** | |
| A | B | C | D | E |
| | Maximum IIP hours paid @ 100% | Percentage of IIP hours paid @ 100% | Maximum IIP hours paid @ 75% | Percentage of IIP hours paid @ 75% |
| 1,040 hours to less than 2,080 hours | 80 | 8% | 960 | 92% |
| 2,080 hours to less than 4,160 hours | 120 | 12% | 920 | 88% |
| 4,160 hours to less than 6,240 hours | 160 | 16% | 880 | 84% |
| 6,240 hours to less than 8,320 hours | 240 | 24% | 800 | 76% |
| 8,320 hours to less than 10,400 hours | 320 | 31% | 720 | 69% |
| 10,400 hours to less than 12,480 hours | 400 | 39% | 640 | 61% |
| 12,480 hours to less than 14,560 hours | 480 | 47% | 560 | 53% |
| 14,560 hours to less than 16,640 hours | 640 | 62% | 400 | 38% |
| 16,640 to less than 18,720 hours | 800 | 77% | 240 | 23% |
| 18,720 to less than 20,800 hours | 960 | 93% | 80 | 7% |
| 20,800 or more | 1040 | 100% | 0 | 0% |

No Payout or Carry Over

XX.07 There is no payout of unused IIP hours. There is no carry over of unused IIP hours from year to year, except when an illness or injury starts in one year and continues into the next calendar year or as provided in clause XX.08(c).

Renewal of IIP Hours for Eligible Employees - January 1st

XX.08(a) Subject to the requirements of XX.02, an eligible employee will receive his/her IIP hours on his/her first shift worked on or after January 1st of each year, if he/she is: (1) actually at work, or (2) on pre-approved vacation, or (3) on approved Leave of Absence not arising due to

illness or injury, or (4) on any other leave pursuant to the Collective Agreement, not arising due to illness or injury.

- XX.08(b) An eligible employee not covered by clause XX.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 seventy (70) or eighty (80) aggregate hours, as applicable.
- XX.08(c) An eligible employee covered by clause XX.08(b) or XX.10(b) shall continue to retain any remaining IIP hours from the previous year, until he/she has returned to work for seventy (70) or eighty (80) aggregate hours, as applicable.
- XX.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 seventy (70) or eighty (80) aggregate hour period referred to in XX.08(b);
 - (ii) the identification and correction of errors or omissions with respect to an eligible employee's IIP renewed hours; and
 - (iii) the provision of additional IIP hours in circumstances where an eligible employee suffers more than one unrelated illness or injury.

IIP Hours Upon Return From Approved Leave

- XX.09 When an eligible employee is given an approved leave of absence, for any reason, and returns to work at the end of such leave of absence within the same calendar year, he/she shall retain his/her IIP hours, if any, existing at time of the commencement of such leave.

Recall

- XX.10(a) When an eligible employee is laid off and is recalled to work within the same calendar year, he/she shall retain his/her IIP hours, if any, existing at time of such layoff.
- XX.10(b) Where an eligible employee is laid off and recalled to work in the following calendar year, he/she shall have his/her IIP hours renewed in accordance with clauses XX.05 and XX.08 above, as of the first day the eligible employee returns to work.

Use of IIP Hours

- XX.11 (a) The number of paid IIP hours received by an eligible employee shall be deducted from his/her available IIP hours but no deduction shall be made on account of any day on which an eligible employee would normally be entitled to be off work or for time lost because an eligible employee was unable to respond to a call-in shift.
- XX.11(b) An eligible employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from his/her IIP hours, unless a physician states that the eligible employee is fit for further work on that shift.

Serious Incident

XX.11(c) An eligible employee who is required to attend to a critical incident or is involved in a serious incident or accident, such that he/she is unable to work, shall be permitted to take the remainder of the day off, without loss of pay and benefits.

Physicians' Certificates

XX.12(a) An employee absent for more than three (3) consecutive shifts shall furnish within three (3) calendar days following their fourth (4th) consecutive shift absent a certificate from his/her physician covering the duration of illness, with first and last dates the employee was seen by the physician and the probable date on which the employee will return to duty. The three (3) calendar 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.

XX.12(b) An employee absent for more than thirty (30) calendar days shall:

- (i) provide immediately following such thirty (30) calendar days, a certificate from his/her physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty; and
- (ii) provide further certificates from his/her physician, covering the same information, following each subsequent thirty (30) calendar days absent.

Movement to the Full-Time Collective Agreement

XX.13 An eligible employee who subsequently moves to the full-time Collective Agreement, upon entering the full-time bargaining unit shall take with him/her his/her unused IIP hours, if any, and shall thereafter be deemed an employee covered by Article 11A of the Full-Time Collective Agreement with IIP hours equal to the IIP hours carried over from this Collective Agreement. For the purposes of converting IIP hours carried over from this Collective Agreement to the Full-time Collective Agreement, seven (7) or eight (8) hours, as the case may be, shall be considered as equal to one (1) day under the Full-time Collective Agreement.

Use of Vacation/Lieu Time Entitlements

XX.14 An employee absent because of illness or injury who has exhausted his/her IIP hours, if any, may use any vacation entitlement or lieu time owing as IIP hours. In that case, the vacation or lieu time will be treated as IIP hours and the provisions of this Article will apply.

Incorporate Article 44 – Reporting of Illness into this Article

ADD A NEW ARTICLE:

Article XX
Illness Leave

1. Employees will be eligible for Illness Leave, with pay, commencing the first of the month after they have completed both of the following criteria:

- a) The completion of nine hundred and ten (910) aggregate paid hours for thirty-five (35) hour a week positions, or one thousand and forty (1,040) aggregate paid hours for forty (40) hour a week positions, in accordance with Article 5 (Probationary Period); and
- b) The completion of more than four hundred and fifty-five (455) regular paid hours (excluding, e.g. overtime hours) for thirty-five (35) hour a week positions, or five hundred and twenty (520) regular paid hours (excluding, e.g. overtime hours) for forty (40) hour a week positions, but less than nine hundred and nine (909) regular paid hours (excluding, e.g. overtime hours) for thirty-five (35) hour a week positions, or one thousand and thirty-nine (1,039) regular paid hours (excluding, e.g. overtime hours) for forty (40) hour a week positions, in the previous calendar year.

Employees must re-satisfy the condition in 1(b), above, in each calendar year in order to continue to re-qualify for Illness Leave in subsequent years.

2. Employees who satisfy the criteria in clause (1) shall be entitled to a maximum of two (2) shifts of Illness Leave per calendar year.
3. Any absence due to illness for the whole or part of a shift will count as one shift of Illness Leave.
4. The City may require the employee to furnish, within three (3) working days from the commencement of the absence, a medical certificate, satisfactory to the City, from her/his physician covering the duration of the illness, with the dates that the employee was seen by the physician.
5. Whenever an employee's days of illness exceed his/her available Illness Leave, the excess days of illness shall be regarded as days of illness without pay.
6. Any period of Illness Leave which has not been used by the end of a calendar year shall not be carried over to the next year and there shall be no banking of unused Illness Leave.
7. "Illness" means an unplanned absence due to illness/injury, except where an award is made under the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, as amended.

MEMORANDUM OF AGREEMENT made this 27th day of July, 2009 between the Negotiating Committees of the City of Toronto and the Canadian Union of Public Employees, Local 79.

WHEREAS the Canadian Union of Public Employees, Local 79 ("Local 79") and the City of Toronto ("the City") are engaged in collective bargaining regarding the terms and conditions of employment for all employees in the Local 79 Part-time Unit B represented by Local 79 and wish to resolve these terms and conditions;

THEREFORE, Local 79 and the City agree as follows:

1. The parties agree to the terms of this Memorandum and the annexed amendments to the Collective Agreement as constituting full settlement of all matters in dispute. All other provisions. All other provisions of the 2005-2008 Collective Agreement not hereby amended to be in effect.
2. This Agreement is subject to ratification on approval by the principals of the respective parties.
3. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum of Agreement to their respective principals.
4. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2009 to December 31, 2011.
5. The terms and conditions of the renewed Collective Agreement become effective at the beginning of the first pay period following ratification by the parties unless otherwise provided.

Entered into this 29th day of July, 2009 on behalf of

**THE NEGOTIATING COMMITTEE
OF THE CITY**

**THE NEGOTIATING COMMITTEE
OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 79**

Jim Vair (signed)

Ann Dembinski (signed)

Catherine Bossuyt (signed)

Tim Maguire (signed)

Dymphna Walko-Channan (signed)

David Kidd (signed)

Leslie Jardine (signed)

Ainsworth Hamilton

Susan Smith (signed)

Nancy Murphy (signed)

Anne MacIver (signed)

Brian McCaul

Suzanne Shaw (signed)

Daphne Penton (signed)

Sandra Sproviero (signed)

Robin McKenna (signed)
Assigned CUPE Representative

WITNESS

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
RECREATION WORKERS PART-TIME COLLECTIVE AGREEMENT
JULY 27, 2009**

The parties agree that the following amendments to the Collective Agreement resolve all matters under negotiation. This offer includes all matters previously settled and agreed to by the parties on or prior to July 24, 2009. These terms must be accepted as an entire package. Individual amendments may not be accepted without accepting all other amendments contained in this offer.

| Article | City |
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| Article 9 Wages and Salaries | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p>Effective January 1, 2009 – 1.75% Effective January 1, 2010 – 2.0% Effective January 1, 2011 – 2.25%</p> <p>Flow Through to all Collective Agreements</p> |
| | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <ol style="list-style-type: none"> 1. Employees covered by the Local 79 Recreation Workers Part-Time Collective Agreement, who are not entitled to a Special Payout/Payment in the Local 79 Full Time Collective Agreement and who are actively employed on November 1, 2009, shall receive a single lump sum payment, calculated in accordance with para. 2, to be paid on or before December 24, 2009. 2. The maximum lump sum payment shall be seven hundred dollars (\$700.00). This payment shall be pro-rated based on all paid regular hours actually worked in the twenty-six (26) pay periods ending immediately prior to the date of ratification of the part-time collective agreements. The pro-ration shall occur based on the 2080 regular annual hours. For an employee who works in more than one classification, the pro-ration shall be based on the regular annual hours of the classification in which he/she works the greatest number of regular hours. 3. The lump sum payment does not form part of an employee's base salary, is not pensionable, and is subject to normal statutory deductions and union dues. |
| Article 15 Leave of Absence | <p><u>Leave of Absence for Chief Steward and Unit Officers</u></p> <p>Effective January 1, 2010, the three (3) Unit Officers representing the Homes for the Aged Part-Time, Unit B Part-Time and Recreation Workers' Part-Time, (or alternates) as designated by the Local</p> |

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF TORONTO AND CUPE LOCAL 79
RECREATION WORKERS PART-TIME COLLECTIVE AGREEMENT
JULY 27, 2009**

| Article | City |
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| | will be granted leave of absence of two (2) days per week, without loss of pay or benefits. Flow Through to all Collective Agreements |
| Article 15 Leave of Absence | <p><u>Pregnancy/Parental Leave</u></p> <p>15.03(a) Pregnancy and/or Parental Leave shall be provided as follows:</p> <ul style="list-style-type: none"> (i) Pregnancy and/or Parental Leave, without pay, shall be in accordance with Part XI of <u>The Employment Standards Act, 2000</u>, S.O. 2000, as amended. (ii) For any employee who does not qualify under Part XI of the said Act, Pregnancy and/or Parental Leave without pay, shall be granted upon the employee's request and administered in accordance with the Act. (iii) A request for an extension of Parental Leave may be granted at the discretion of the General Manager or designate concerned and shall not involve any expense to the City. (iv) For those employees who are granted a leave of absence in accordance with clauses 15.03(a)(i), 15.03(a)(ii) and 15.03(a)(iii) herein, service or seniority if applicable shall continue to accrue for each full pay period of absence, calculated on the average of the total regular hours paid at straight time in the twenty-six (26) pay periods preceding the commencement of such leave, to a maximum of 80 hours per pay period to a maximum of twenty-six (26) pay periods. Provided that this accrual of service shall not count toward the completion of a probationary period, as provided in clause 6.01. The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list, which is posted in accordance with clause 16.03 following the employee's return to work. (v) The City shall provide access to the benefits set out in Article EBP (Employee Benefit |

**MEMORANDUM OF AGREEMENT BETWEEN
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JULY 27, 2009**

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| | <p>Plans) and shall pay its share of the pension contributions under Article 13 (Pensions and Retirement) for any pregnancy and/or parental leave taken pursuant to clauses 15.03(a)(i), or 15.03(a)(ii), unless the employee elects in writing that he/she does not wish benefit coverage.</p> <p>(vi) An employee who is granted an extension of parental leave in accordance with clause 15.03(a)(iii) may elect in writing to continue his/her benefit coverage. Such employee shall be responsible to pay his/her benefit cost that he/she wishes to continue. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.</p> <p>(vii) If an employee elects to continue his/her benefit coverage under clauses 15.03(a)(v) or 15.03(a)(vi), such employee shall be responsible for paying in advance by post-dated cheque(s) his/her cost of the benefits that such employee wishes to continue for any period of such leave. Such employee shall be advised in advance of the cost of the applicable benefits that the employee wishes to continue.</p> <p>(viii) Vacation and increment (where applicable) entitlement will not be reduced as a result of any period of Pregnancy and/or Parental Leave taken in accordance with clauses 15.03(a)(i) or 15.03(a)(ii) herein.</p> |
| 15.03(b) | <p>Employees who prior to November 1st in the last twelve month period (November 1 to October 31) have completed one thousand and four hundred (1400) paid hours are entitled to the following pregnancy and/or parental leave benefits:</p> <p>(i) An employee who is eligible for pregnancy leave under clause 15.03(a)(i) or an employee who requests and is granted pregnancy leave under clause 15.03(a)(ii), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:</p> <p style="padding-left: 40px;">1. For the first two (2) weeks of the pregnancy leave, the employee receives</p> |

**MEMORANDUM OF AGREEMENT BETWEEN
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RECREATION WORKERS PART-TIME COLLECTIVE AGREEMENT
JULY 27, 2009**

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| | <p style="text-align: center;">no payments from the City, and</p> <p style="text-align: center;">2. For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of her pregnancy leave, and the sum of her weekly Employment Insurance benefits and any other earnings.</p> <p>(ii) 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.</p> <p>(iii) 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.</p> <p>(iv) An employee who is eligible for parental leave under clause 15.03(a)(i) or who requests and is granted parental leave under clause 15.03(a)(ii) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:</p> <p style="text-align: center;">1. For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable), and</p> <p style="text-align: center;">2. For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of the leave of absence, and the sum of the employee's weekly Employment Insurance benefits and any other earnings.</p> <p>(v) Employees are not entitled to Supplemental Employment Benefits (SUB) except</p> |

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RECREATION WORKERS PART-TIME COLLECTIVE AGREEMENT
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| | <p>for the purpose of the supplementation of their Employment Insurance benefits for the period of unemployment.</p> <p>(vi) 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.</p> <p>(vii) On returning from pregnancy and/or parental leave, the employee's seniority shall be adjusted for each full pay period of absence:</p> <ol style="list-style-type: none"> 1. By forty (40) hours to a maximum of seven hundred and twenty (720) hours; or 2. By the average hours worked per pay period in the twenty-six (26) pay periods preceding the leave of absence to a maximum of twenty-six (26) pay periods, whichever is greater. <p>The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list produced in accordance with clause 16.03 following the employee's return to work.</p> <p>15.03(c) Pregnancy and/or Parental Leave taken in accordance with sub-clauses 15.03(a)(i) and 15.03(a)(ii) herein, shall not involve any expense to the City except as provided for in 15.03(a)(v) and (viii) and 15.03(b) above.</p> |
| Article 19 Transportation | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p><u>Automobile Allowance Rate</u></p> <p>In the event that Canada Revenue Agency amends section 7306 of the <u>Income Tax Regulations, C.R.C., c.945</u>, and increases the per-kilometre allowance rate that it considers reasonable, and thus not taxable in accordance with 18(1) of the <u>Income Tax Act, 1985, c. 1 (5th Supp.)</u>, as amended, the City agrees to change the allowance rate set out in Article 18.01 (Transportation) to reflect the new</p> |

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| | <p>non-taxable mileage rate effective the first pay period in the month following such increase.</p> <p>This Memorandum will expire December 31, 2011 and will not be renewed.</p> <p>Flow Through to all Collective Agreements</p> |
| <p>Article 27 Re-certification/Education, Training and Upgrading Programs</p> | <p>For employees who have passed a probationary period, and where the City does not provide re-certification opportunities using in-house staff, the City will pay half the cost of any required CPR, first aid, aquatic or aerobic fitness re-certification that the employee requires to perform the duties of a position in which she/he is currently scheduled.</p> <p>Effective January 1, 2010 this rate will be increased to seventy-five percent (75%) of the cost for re-certification.</p> <p>Effective January 1, 2011 this rate will be increased to one hundred percent (100%) of the cost for re-certification.</p> |
| <p>Article 29 Notice of Contract Out</p> | <p>Add a new <u>Letter of Intent - Contracting In Review Committee</u> as follows:</p> <p>Pursuant to the Letter Of Intent <u>Contracting Out, Employment Security And Continuous Improvement</u>, the City and the Union shall form a Joint Contracting In Review Committee, within ninety (90) calendar days of ratification. The City will pay for to two (2) representatives of Local 79 at their regular rate of pay for all hours spent on work of the Committee during his/her regular working hours.</p> <p>The Committee shall meet quarterly, or more frequently as requested by the parties.</p> <p>The purpose of the Committee will be to review specific opportunities identified by Local 79 for the contracting in of work that is currently contracted out and to make recommendations to the Labour Relations Steering Committee regarding the possibility of pursuing the contracting in of such opportunities.</p> <p>This Letter of Intent does not apply, and is not intended to apply, to work of any other bargaining unit.</p> |

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JULY 27, 2009**

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| | <p>Upon request of the Contracting in Review Committee and where appropriate, the City shall provide the Committee with relevant information about the specific identified service(s). Such information may include, but is not limited to:</p> <ul style="list-style-type: none"> • the type of work being provided through any contractor or sub-contractor; • the length of the contract and expiry or renewal or re-negotiation date(s); • pertinent financial and statistical disclosure with respect to relevant contract(s), provided the City can release such information by law. <p>Flow Through to all Collective Agreements</p> |
| <p>Article 32 Term of Agreement and Notice to Bargain</p> | <p>This agreement shall remain in force from the 1st day of January, 2009 until and including the 31st day of December, 2011 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.</p> <p>Flow Through to all Collective Agreements</p> |
| <p>Article 41 Employee Benefit Plans</p> | <p>Refer to Full Time clause 12.03 covered under clauses 41.01(a)(iii).</p> <p><u>Dental Benefits</u></p> <p><u>Effective February 1, 2010</u></p> <p>12.03(a) <u>One hundred percent (100%) for:</u></p> <ul style="list-style-type: none"> i) Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to a nine (9) month frequency for adults and a six (6) month frequency for eligible dependants under the age of eighteen (18). <p>Flow Through To All Collective Agreements</p> |

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JULY 27, 2009**

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| | <p>Add a new Memorandum of Agreement Item Only as follows:</p> <p>During the term of this Collective Agreement, the parties agree to meet to assess the amount of savings, if any, that may be achieved by part-time employees who work past age 65 and achieve benefit premium savings as a result of their participation in the Ontario Drug Benefit Plan. The full amount of any such savings will be used to reduce the premium costs attributable solely to such part-time employees.</p> <p>Flow Through to all Part Time Collective Agreements</p> |
| <p>Article 41 Employee Benefit Plans</p> <p>Post 65 Active Benefits</p> | <p><u>Group Life Insurance</u></p> <p>41.01(a)(iv) Effective the first of the month following the employee's seventieth (70th) birthday, he/she shall no longer be entitled to Optional Group Life Insurance referred to in 41.01(a)(iii). The Optional Group Life Insurance for spouses shall be available only until the first of the month following the employee's or the insured's seventieth (70th) birthday, whichever is earlier.</p> |