

**FINAL
MEMORANDUM OF SETTLEMENT**

BETWEEN:

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

and

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

1. The parties herein agree to the terms of this Memorandum and the attached agreed to items set out herein and in Appendix A, hereto, as constituting full settlement of all matters in dispute, and that said terms and items flow through to Schedule P. This Settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals for ratification.
3. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2025, to December 31, 2028.
4. The terms and conditions of the attached agreed to items and Appendix A shall become effective at the beginning of the first pay period following ratification by the parties unless otherwise stated.
5. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement and renewal of the Letters of Agreement which expires on December 31, 2024, as amended by the following amendments:

ARTICLE 7 – WAGES
Memorandum Item

The parties agree to a four (4) year term with wage adjustment increases as follows:

- January 1, 2025 3.95% added to base**
- January 1, 2026 3.90% added to base**
- January 1, 2027 3.80% added to base**
- January 1, 2028 3.00% added to base**

Market Adjustments

The parties agree to the following one-time market adjustments for the classifications listed below to take effect January 1st, 2025 prior to the application of the across-the-board increase:

<u>Job Title</u>	<u>Adjustment Pre-ATB</u>
Maintenance Mechanic Foreperson	\$1.00
Plumber	\$1.00
Electrician	\$1.00
Industrial Millwright	\$1.00
Irrigation Technician	\$1.00
Heavy Construction Operator	\$1.00
Heavy Equipment Operator	\$1.00
Solid Waste Collection Operator	\$1.00
Water/Wastewater Equipment Operator	\$1.00
HVAC Technician	\$1.00
Welder 2	\$1.25
Gardener 2	\$1.00

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

ARTICLE 2 – RECOGNITION

The parties agree to amend the Collective Agreement as follows:

LETTER OF AGREEMENT
TEMPORARY WORK

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

The applicable provisions of clause 2.02 (b)(i) and clause 2.02 (b)(ii) shall apply to

temporary opportunities/assignments that are not filled in accordance with the Letter of Agreement – Temporary Work Opportunities/Assignments.

When this Letter of Agreement is in effect, and temporary opportunities/assignments continue to be available after the provisions of clause 2.02(b) (Article 23 and Article 28) are fulfilled, and the temporary opportunity/assignment is expected to last ~~thirty-four~~ **thirty-eight (34) (38)** weeks or more, then the Letter of Agreement – Interim Alternate Processes for Article 19 (Part C) shall apply to the temporary posting.

ARTICLE 7 OVERPAYMENTS

RENEW

LETTER OF AGREEMENT

INTERIM ALTERNATE PROCESSES FOR CLAUSE 7.06, commencing as at January 1, 2025 until December 30, 2028.

ARTICLE 8 OVERTIME/TIME IN LIEU

8.01 (c) Employees shall be entitled, at their option, to receive pay or lieu time for each hour of overtime worked, at the appropriate overtime rate.

Lieu time accumulated for both overtime work and work on designated holidays as provided in clause 12.02 (Designated Holidays) ~~will not exceed~~ **may only be accrued to a maximum of ~~ninety-six (96)~~ one hundred and twenty-four (124) hours at any one time per calendar year.** ~~The ninety-six (96) hours is replenishable.~~

Employees may request to have their accumulated lieu time paid out quarterly on the first pay period of March, June, September and/or December, provided that on each occasion the employee shall make the request in writing to their supervisor or designate at least three (3) calendar weeks prior to the pay date on which they are requesting the lieu time to be paid. Lieu time shall be paid out at the employee's current rate of pay.

Lieu time taken shall be at the mutual agreement of the employee and the supervisor in accordance with employees' seniority and the requirements of the operations. Requests for the lieu time shall not be unreasonably denied. **Any such lieu time which has not been used by the end of the calendar year shall be paid out to the employee.**

When a temporary employee moves to a new Division, the employee will be permitted to carry over a maximum of forty (40) hours to the receiving Division. Any remaining lieu time owed to the employee will be paid out by the original Division within three (3) pay periods of the move.

When a permanent employee moves to a new Division, any remaining lieu time owed to the employee will be paid out by the original Division within three (3) pay periods of the move.

ARTICLE 10 SHIFT BONUSES

10.01 (a) Each employee who works on the afternoon or night shift, shall be paid in addition to their regular wage or salary, a shift bonus of ~~one dollar and four cents~~ **one dollar and thirty-five cents (\$1.04) (\$1.35)** per hour, for each afternoon or night shift from time to time worked by such employee as part of their regular shift during such period; provided however, that the majority of hours worked on such shift, exclusive of overtime, falls within the period between 6:00 o'clock in the evening and 8:00 o'clock in the morning of the next following day.

10.01 (b) Each employee who works on a regularly scheduled rotating shift shall be paid in addition to the regular wage or salary, a shift bonus of ~~one dollar and four cents~~ **one dollar and thirty-five cents (\$1.04) (\$1.35)** per hour, for each day, afternoon or night shift from time to time worked by such employee as part of a regularly scheduled twenty-four (24) hour, seven (7) day per week rotating shift schedule.

10.01 (c) Each employee who works a regularly scheduled day shift on a Saturday and/or Sunday shall be paid a premium of ~~one dollar and four cents~~ **one dollar and thirty-five cents (\$1.04) (\$1.35)** per hour for all regular hours worked on that Saturday and/or Sunday, provided the employee is receiving no other premium or bonus pay for hours worked on such days.

10.01 (d) Each employee who, as a part of a regularly scheduled work week, works one half shift or more on the afternoon and/or night shift on a Saturday and/or Sunday shall be paid a week-end/shift premium of ~~two dollars and eight cents~~ **two dollars and seventy cents (\$2.08) (\$2.70)** per hour for all regular hours worked on such scheduled shift. The week-end/shift premium shall be in lieu of the provisions of clauses 10.01 (a), (b) and (c).

ARTICLE 12 DESIGNATED & STATUTORY HOLIDAYS

12.01 (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, Boxing Day, **National Day of Truth and Reconciliation** and Remembrance Day (when **National Day of Truth and Reconciliation** and Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).

If the Provincial Government declares National Day of Truth and Reconciliation as a statutory holiday, it shall be granted regardless of the day on which it falls.

12.05 (b) A new employee must complete their probationary period with the City as set out in Article 5 before qualifying for the floating holidays. **Following completion of the probationary period, floating holidays will be pro-rated for the remainder of the year as follows:**

- **On or before April 30, employee will receive three (3) floating holidays;**
- **May 1 up to and including August 31, employee will receive two (2) floating holidays;**
- **After August 31, employee will receive one (1) floating holiday.**

ARTICLE 16 EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM DISABILITY INSURANCE

...

Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or masseur (after OHIP ceases to pay for treatment) to a maximum of four hundred **and fifty** dollars (~~\$400~~) (**\$450**) per person, per practitioner, per benefit year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of ~~eight~~ **nine** hundred dollars (~~\$800~~) (**\$900**), the combined value of the two benefits, per person, per benefit year. It is understood that services of the above-mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath in accordance with the Medicine Act, 1991, or Nurse Practitioner in order to be eligible for reimbursement.

For clarity, the City will apply Article 16.02 of the Collective Agreement on the basis that the doubling up of the paramedical benefits pursuant to this Article permits employees to elect to receive a maximum of ~~eight~~ **nine** hundred dollars (~~\$800~~) (**\$900**) for any one (1) paramedical service and four hundred **and fifty** dollars (~~\$400~~) (**\$450**) for four (4) of the five (5) remaining paramedical services for a maximum benefit of two thousand and ~~four~~ **seven** hundred dollars (~~\$2,400~~) (**\$2,700**) per benefit year. It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon

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Up to ~~four hundred and fifty~~ **five hundred** dollars (~~\$450~~) (**\$500**) per person in any twenty-four (24) consecutive month period for contact lenses and/or eyeglasses prescribed by an ophthalmologist or licensed optometrist. This coverage can also be used to cover the cost of laser surgery. In addition, up to ~~eighty~~ **one hundred** dollars (~~\$80~~) (**\$100**) for one (1) routine eye exam every twenty-four (24) consecutive months.

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The parties agree to adopt the GSC Biosimilar policy, with implementation no sooner than January 1st, 2026.

The parties agree to add the GSC Gender Affirming Care Benefit: \$10,000 lifetime maximum for any necessary medical care supported by a medical doctor for gender affirming care, which is not otherwise covered by a provincial health plan (e.g., OHIP).

The parties agree to add the Family Building Benefit: \$10,000 lifetime maximum per family for any necessary medical or legal costs related to family building.

ARTICLE 19 JOB POSTINGS

The parties agree to implement the following changes no sooner than April 1st, 2025.

Job Call Process

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

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

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

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

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

The Chief People Officer, People & Equity shall:

- ~~a) send copies of Job Call notices, in accordance with clause 19.02, to all City Divisions, which notices each Division Head shall ensure are prominently displayed so that all employees are made aware of positions available;~~
- b) **a)** where necessary, prepare and conduct assessments and evaluate the applicants' experience, education or equivalency and ability to perform the work satisfactorily;
- c) **b)** establish lists of candidates and certify names on such lists to Division Heads for selection and recommendation for the filling of such job postings;

- d) **c)** provide electronic and hard copies of any Job Call notice to the President of Local 416 or their designate at least three (3) working days prior to the actual posting; said copies shall be kept in confidence until the date on which the Job Call notice(s) is posted; and
- e) **d)** within ten (10) working days following the Job Call process, provide the Recording Secretary of the Union with a copy of the list of all applicants to the posting with their seniority, including identifying the successful applicant(s).

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Application Review

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

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

The City will not proceed with awarding the position(s) to an employee junior to the employee that may want their application re-considered, until after the ~~seven (7)~~ **five (5)** working day period.

19.03 (b) It is understood that, with respect to senior qualified positions, no employee's application will be rejected on the basis of insufficient qualification if they hold or have performed the duties of the same job classification as the one applied for and possesses the required licences and certifications or could acquire same within the qualifying period as set out in 19.05(b).

...

Senior Qualified Process

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

The parties agree to employ the terms set out in the Letter of Agreement – Eligibility List ~~Pilot~~ dated November **December 6 16, 2019 2024**.

19.05 (a) (ii) The City shall assess applicants in order of seniority, until enough candidates have been identified to fill the posted position(s). Assessments will be for the purpose of determining qualifications and ability to perform the duties of the position.

19.05 (a) (iii) It is agreed that when the senior applicant being considered under clause 19.05(a)(ii) holds the same job classification as the one applied for or who has performed in the classification for a period of at least four (4) continuous months in the previous two (2) years, and possesses the necessary licences and certifications, they shall have been deemed to have met the period of assessment under clause 19.07(a) and will not be subject to any further review, evaluation or assessment and shall be forthwith appointed to the position, provided the City may interview such employee in order to confirm this information.

19.05 (a) (iv) It is agreed that when the senior applicant being considered under clause 19.05(a)(ii) holds the same job classification as the one applied for or who has performed in the classification for a period of at least four (4) continuous months in the previous two (2) years and who meets the criteria outlined in clause 19.03(b), they shall be assessed only for the purpose of determining any requirements to acquire the necessary licence and/or certification within the thirty (30) working day qualifying period as referenced in clause 19.05 (b).

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19.05 (a)(vi) Notwithstanding clauses 19.05(a)(iii), 19.05(a)(iv), and 19.05 (b), for an employee to be considered deemed qualified in the classifications listed below, the employee must work, or have worked in the same job classification within the same division as the one applied for a period of at least four (4) continuous months in the previous two (2) years.

Electrical Instrumentation Control Technician

Electrician

General Handyworker 1

General Handyworker 2

General Handyworker 3

Industrial Millwright

Materials Management Clerk 1

Materials Management Clerk 2

Plumber

Welder 2

...

Letter of Agreement: Interim Alternate Process for Article 19

The parties agree that the following terms will apply commencing as at January 1, 2020 **2025**, until December 30 of 2024 **2028**. If the parties agree, the terms of this Letter of Agreement may be extended by mutual agreement in writing.

A. POSTING AND FILLING OF PERMANENT VACANCIES

In an effort to provide opportunities for employees consistent with the fundamental principles outlined in Article 19 in a manner that expedites the process, the parties agree to the following:

~~(i) Permanent vacancies will be posted in accordance with clause 19.01(a), unless otherwise amended by this Letter of Agreement.~~

(ii) (i) The information on the "Job Call Notice", as outlined in clause 19.02 (a), will continue to be provided on the Job Call, however, the Job Call will also contain information to advise applicants of the following process which is to be used and has been agreed to by both parties:

"This posting will be used to fill the vacancy(ies) identified in this job posting. Should an existing permanent employee in the same classification and within the same Division be successful in securing the vacancy, any vacancy will also be filled using the Candidate List prepared for this posting.

Employees who are interested in applying for (insert name of the job) in (insert Division) must apply to be considered in the event a vacancy becomes available for any resulting vacancy as a result of a permanent employee moving through this job posting."

(iii) (ii) For senior qualified positions, Candidate Lists will be prepared based on the process outlined under the Senior Qualified Process, clause 19.05. For the Relative Ability positions, employees who apply for the Job Call and hold the same classification as the job posted, and employees who are deemed relatively equal in accordance with clause 19.06(a) will be placed on a list in order of seniority and offered positions in accordance with clause 19.06(b).

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C. TEMPORARY JOB POSTINGS

Subject to the terms of Articles 2.02(b), 23 and 28 and the Article 28 – Letter of Agreement – Temporary Work Opportunities/Assignments, temporary opportunities/assignments that are known to be more than ~~thirty four (34)~~ **thirty-eight (38)** weeks duration shall be posted and the following provisions of Article 19 will apply: clauses 19.01(a), (b), ~~(e)~~; 19.02(a)(i to xi); 19.02(b); 19.02(d); 19.03(a); 19.03(d); 19.04; 19.05(a)(i), (ii); 19.07(c); and 19.10.

The closing date provided for in clause 19.02(a)(viii) shall not be less than one (1) week from the date of issue of the Job Posting.

ARTICLE 20 DISCIPLINE, SUSPENSION AND DISCHARGE

Letter of Agreement – Investigation Process

Within ninety (90) days of ratification, the parties agree to meet to discuss the investigation processes. The committee will consist of four (4) members from the employer and four (4) members of the union. The issues to be discussed will include, but not be limited to:

- **Investigation notices to members**
- **Scope of investigations**
- **Fleet investigation process/policy**
- **Investigation timelines**
- **Employees placed on administrative leave during investigation process**
- **Employees being placed on a downward A/R during investigations**

The parties will be permitted to bring additional representatives to discuss division specific issues related to investigations. Any agreements reached by the committee will be communicated to employees by the Union.

ARTICLE 27 SENIORITY AND SERVICE

Bi-Monthly Seniority List

27.04 (a) An electronic copy of the bi-monthly seniority list containing permanent and temporary employees' seniority dates as well as probationary employees' aggregate hours, will be forwarded to the Union. In addition, the Union will also be provided with a second electronic list containing the information on the seniority list as well as each employee's employee number and, for each active employee, the Union will also be provided with the respective base classification, Division and Section. The current bi-monthly seniority list will be posted on the City's internal website. ~~The current bi-monthly seniority list shall be posted in every Local 416 workplace.~~

ARTICLE 28 LAYOFF AND RECALL

LETTER OF AGREEMENT TEMPORARY WORK OPPORTUNITIES/ASSIGNMENTS

C. Layoff and Bumping:

1. Temporary work opportunities/assignments of a seasonal or non-seasonal nature (as defined in clause 2.02 (b)) that were selected by employees during Work Selection will not be identified or available as bumping opportunities.
2. No temporary seasonal or non-seasonal work opportunity/assignment offered through Work Selection will be subject to bumping, unless the following exception applies: if such an opportunity/assignment is not selected through Work Selection and if it is then filled by an employee without seniority, the opportunity/assignment will be subject to bumping at the beginning of the second

pay period in ~~September~~ **October** provided that the remaining portion of the work assignment is anticipated to be of ~~five (5)~~ **eight (8)** weeks' duration or greater.

3. Any additional non-seasonal assignments, not made available through Work Selection, will be subject to bumping in accordance with this Letter of Agreement, when the remaining portion of the work assignment is anticipated to be of ~~five (5)~~ **eight (8)** weeks' duration or greater from the effective date of the bump.
4. Each year, the City will provide to the Union, by no later than ~~July~~ **August** 25th, a list of all temporary employees, in seasonal and non-seasonal work opportunities/assignments. This list, which will be generated from the July seniority list, will specifically identify all seasonal and non-seasonal work opportunities/assignments filled subsequent to Work Selection. The list provided to the Union shall include the following:
 - (a) Employee Names
 - (b) Seniority Dates
 - (c) Classifications (both base and superior duty/alternate rate)
 - (d) Divisions and Sections
 - (e) Current work locations
 - (f) End dates for seasonal work opportunities
 - (g) Expected duration and layoff date of non-seasonal assignment, if known
 - (h) Current hours of work and hourly wage rates
5. The Union will, not later than ~~August~~ **September** 15th of each year, identify errors or omissions in relation to the list provided, failing which the list will be used for layoff and bumping. The City will review the errors or omissions as identified by the Union and update the lists, as appropriate, prior to bumping commencing.
6. (a) In ~~August~~ **October** of each year, temporary employees in seasonal work opportunities shall exercise their seniority as follows:
 - (i) accept the layoff at the end of their opportunity; or
 - (ii) select any temporary vacancy, for which they have the ability/ qualifications to perform the work as contained in their PWSL and provided they are available for

the entirety of the opportunity/ assignment, subject to the provisions of the Collective Agreement.

Or;

(iii) identify a junior temporary employee, in an opportunity/assignment that is subject to bumping as described in the exception set out in paragraph C2 above and paragraph C3 above, from the list referred to in paragraph 4 or the corrected list, as applicable, referred to in paragraph 5 above, who they will bump at the end of their current opportunity/assignment. In order to exercise their seniority in this manner, the employee must possess the ability/qualifications to perform the work as contained in their PWSL and be available for the entirety of the opportunity/assignment, subject to the provisions of the Collective Agreement.

(b) Where a temporary employee has selected more than one work opportunity/assignment and there is an intervening period of layoff, the employee shall only exercise their bumping rights upon completion of the last work opportunity/assignment chosen.

(c) A temporary employee who is identified for bumping in accordance with paragraph 6(a) may exercise their seniority pursuant to the same processes described in 6(a).

7. Temporary employees in an **non-seasonal** opportunity/assignment that ends at any time, ~~and who do not exercise their seniority pursuant to paragraph 6,~~ shall, **exercise their seniority** do so as follows:

(i) accept the layoff at the end of their opportunity/assignment.; or

(ii) select any temporary vacancy, at the end of their opportunity/assignment, for which they have the ability/qualifications to perform the work as contained in their PWSL and provided they are available for the entirety of the opportunity/assignment, subject to them being invited to participate in Work Selection and the provisions of the Collective Agreement. Or;

(iii) bump a junior temporary employee in an opportunity/assignment that is subject to bumping as described in the exception set out in paragraph C2 above and paragraph C3 above. In order to exercise their seniority in this manner, the employee must possess the ability/qualifications to perform the work as contained in their PWSL and be available for the entirety of the opportunity/assignment, subject to their being invited to participate in Work Selection and the provisions of the Collective Agreement.

8. Temporary employees that are bumped in accordance with paragraph 7 above, shall exercise their seniority as follows:

(i) accept the layoff at the end of their opportunity/assignment; or

(ii) select any temporary vacancy, for which they have the ability/ qualifications to perform the work as contained in their PWSL and provided they are available for the entirety of the opportunity/assignment, subject to their being invited to participate in Work Selection and the provisions of the Collective Agreement. Or;

(iii) bump a junior temporary employee in an opportunity/assignment that is subject to bumping as described in the exception set out in paragraph C2 above and paragraph C3 above. In order to exercise their seniority in this manner, the employee must possess the ability/ qualifications to perform the work as contained in their PWSL and be available for the entirety of the opportunity/assignment, subject to their being invited to participate in Work Selection and the provisions of the Collective Agreement.

The parties agree to meet after each session in October to discuss ways to improve the process. If the process as outlined above fails to fill seventy (70%) percent of available vacancies by the end of the second year of Layoff and Bumping, unless agreed to otherwise, the language below will be implemented:

C. Layoff and Bumping

1. Temporary work opportunities/assignments of a seasonal or non-seasonal nature (as defined in clause 2.02 (b)) that were selected by employees during Work Selection will not be identified or available as bumping opportunities.
2. No temporary seasonal or non-seasonal work opportunity/assignment offered through Work Selection will be subject to bumping, unless the following exception applies: if such an opportunity/assignment is not selected through Work Selection and if it is then filled by an employee without seniority, the opportunity/assignment will be subject to bumping at the beginning of the second pay period in October provided that the remaining portion of the work assignment is anticipated to be of eight (8) weeks' duration or greater
3. Any additional non-seasonal assignments, not made available through Work Selection, will be subject to bumping in accordance with this Letter of Agreement, when the remaining portion of the work assignment is anticipated to be of eight (8) weeks' duration or greater from the effective date of the bump.
4. Each year, the City will provide to the Union, by no later than August 25th, a list of all temporary employees, in seasonal and non-seasonal work opportunities/assignments. This list, which will be generated from the July seniority list, will specifically identify all seasonal and non-seasonal work opportunities/assignments filled subsequent to Work Selection. The list provided to the Union shall include the following:

(a) Employee Names

- (b)** Seniority Dates
- (c)** Classifications (both base and superior duty/alternate rate)
- (d)** Divisions and Sections
- (e)** Current work locations
- (f)** End dates for seasonal work opportunities
- (g)** Expected duration and layoff date of non-seasonal assignment, if known
- (h)** Current hours of work and hourly wage rates

5. The Union will, not later than September 15th of each year, identify errors or omissions in relation to the list provided, failing which the list will be used for layoff and bumping. The City will review the errors or omissions as identified by the Union and update the lists, as appropriate.
6. Temporary employees in an opportunity/assignment that ends at any time, shall:
 - (i)** accept the layoff at the end of their opportunity/assignment; or
 - (ii)** select any temporary vacancy, at the end of their opportunity/assignment, for which they have the ability/qualifications to perform the work as contained in their PWSL and provided they are available for the entirety of the opportunity/assignment, subject to them being invited to participate in Work Selection and the provisions of the Collective Agreement. Or;
 - (iii)** bump a junior temporary employee in an opportunity/assignment that is subject to bumping as described in paragraph C3 above. In order to exercise their seniority in this manner, the employee must possess the ability/qualifications to perform the work as contained in their PWSL and be available for the entirety of the opportunity/assignment, subject to their being invited to participate in Work Selection and the provisions of the Collective Agreement.
7. Temporary employees that are bumped in accordance with paragraph 6 above, shall exercise their seniority as follows:
 - (i)** accept the layoff at the end of their opportunity/assignment; or
 - (ii)** select any temporary vacancy, for which they have the ability/ qualifications to perform the work as contained in their PWSL and provided they are available for the entirety of the opportunity/assignment, subject to their being invited to participate in Work Selection and the provisions of the Collective Agreement. Or;
 - (iii)** bump a junior temporary employee in an opportunity/assignment that is subject to bumping as described in the exception set out in paragraph C2 above and paragraph C3 above. In order to exercise their seniority in this manner, the employee must possess the ability/ qualifications to perform the work as

contained in their PWSL and be available for the entirety of the opportunity/assignment, subject to their being invited to participate in Work Selection and the provisions of the Collective Agreement.

LETTER OF AGREEMENT: PERSONAL WORK SELECTION LIST

Provided that the temporary employee has the ability/qualifications to perform the work available in the opportunity/assignment chosen and possesses the necessary licences and certifications, the parties agree that the following terms will apply commencing as at January 1, ~~2020~~ **2025**, until December ~~30~~ **31**, ~~2024~~ **2028**, unless terminated by either party prior to that date, in accordance with section 2 of this Letter of Agreement. If the parties agree, the terms of this Letter of Agreement may be extended by mutual agreement in writing:

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

ARTICLE 29 EMPLOYMENT SECURITY

29.01

No permanent employee with fifteen (15) years of seniority as at December 31, ~~2028~~ **2024**, shall lose his/her employment as a result of contracting out or privatization. Employees affected as a result of contracting out shall have access to the provisions of Article 28.

ARTICLE 43 TERM OF AGREEMENT AND NOTICE TO BARGAIN

43.01

The term of this agreement shall be from January 1, ~~2025~~ ~~2020~~ to December 31, ~~2028~~ **2024**, and shall continue to remain in force from year to year thereafter unless either party gives written notice to the other party within ninety (90) days prior to the termination date of this Collective Agreement that it desires termination or amendment of this Agreement.

Dated at Toronto this 16th day of December, 2024.

For the Union:




Eddie Mariconda



Ted Aivalis



Sav Daskalakis



Anthony Fracassi



Enzo Latino



Vince Russo



Jim Konstantinidis



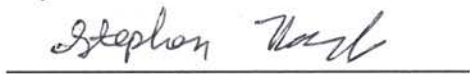
John Walker



Rob Nichol



Bryan Robinson



Stephen Rocks



Phil Austin



Peter Shirer



Simon Collins

For the City:



Sean Milloy



Dafni Nistas




Joanna Nijmeh



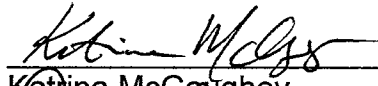
Andy Graham



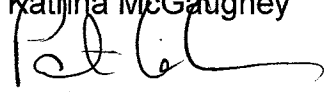
Alessandra Fernandes



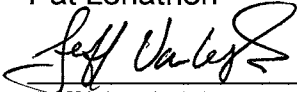
Tara Miller



Kathina McGaughey



Pat Lenathen



Jeff Van Wyk



Brian Davis



Mona Staples

APPENDIX A

**CITY OF TORONTO AGREED TO ITEMS
TO THE TCEU, LOCAL 416
DECEMBER 16, 2024**

**APPENDIX A
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**TCEU LOCAL 416
AND
CITY OF TORONTO**

The parties agree to renew the following Letters of Agreement & Memorandum Item Only:

LETTER OF AGREEMENT: ANNUAL REVIEW OF TEMPORARY EMPLOYEES

LETTER OF AGREEMENT: EQUIPMENT BY CLASSIFICATION

LETTER OF AGREEMENT: GRANDPARENTING OF YORK EMPLOYEES WITH 4 WEEKS VACATION

LETTER OF AGREEMENT: GRANDPARENTING OF EMPLOYEES WITH 6 WEEKS VACATION

LETTER OF AGREEMENT: SICK PAY CREDITS FOR FORMER EMPLOYEES OF EAST YORK

LETTER OF AGREEMENT: FORMER EAST YORK LOCAL 114 RETIREMENT ALLOWANCE

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LETTER OF AGREEMENT: PAYOUT FOR SICK LEAVE CREDITS FOR FORMER CITY OF YORK

LETTER OF AGREEMENT: ANNUAL REVIEW OF ALTERNATE RATE/SUPERIOR DUTY ASSIGNMENTS

LETTER OF AGREEMENT RE: STUDENT SUMMER EMPLOYMENT

LETTER OF AGREEMENT: CONTRACTING OUT

LETTER OF AGREEMENT: GRANDPARENTING' OMERS DISABILITY PREMIUM WAIVER

LETTER OF AGREEMENT: VEHICLE SAFETY ISSUES

LETTER OF AGREEMENT: JOINT HEALTH AND SAFETY FORUM

LETTER OF AGREEMENT: CONTINUED TRAINING FOR EXISTING PLANT TECHNICIANS AND DEVELOPMENTAL PLANT TECHNICIANS – TORONTO WATER

LETTER OF AGREEMENT: COMPULSORY CERTIFICATION OF TRADES

LETTER OF AGREEMENT: JOINT COMMITTEE FOR CONTINUOUS LEARNING
("JOINT COMMITTEE")

LETTER OF AGREEMENT: JOINT TRAINING

LETTER OF AGREEMENT: PLANT TECHNICIANS WASTEWATER – ON-THE-JOB TRAINING
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LETTER OF AGREEMENT: AMALGAMATION OF CLASSIFICATIONS

LETTER OF AGREEMENT: FORMER INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 793 MEMBERS

LETTER OF AGREEMENT: LEGISLATIVE CHANGES

LETTER OF AGREEMENT: TORONTO PORT AUTHORITY

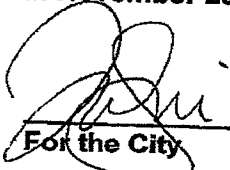
MEMORANDUM ITEM ONLY: TORONTO PARKING AUTHORITY

SCHEDULE 1 TRI-PARTITE MEMORANDUM OF AGREEMENT ("CARRIAGE OF SENIORITY")


Date Agreed: November 26, 2024



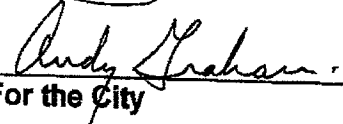
For the Union



For the City



For the Union



For the City

TCEU Local 416
AND
CITY OF TORONTO


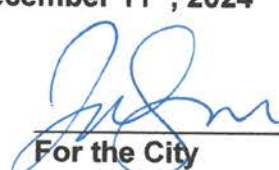

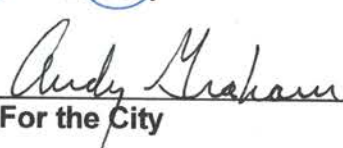
ARTICLE 4 – UNION SECURITY

The parties agree to amend the Collective Agreement as follows:

4.05 The City agrees to provide the Union with a report containing the addresses, and home phone numbers, **and personal e-mail addresses** of Local 416 members in June and December of each calendar year and at such other times as the Union may request. The City agrees to provide the Union with a monthly report listing promotions, demotions, hirings, layoffs, recalls, transfers and terminations of employment for which a Termination Reason for Action exists (for example, resignations, retirements, deaths).

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

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


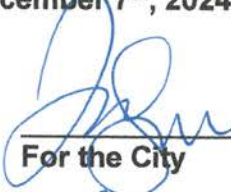
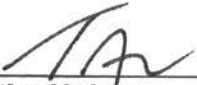

Date Agreed: December 11th, 2024	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City

TCEU Local 416
AND
CITY OF TORONTO

ARTICLE 7 – WAGES

The parties agree to amend the Collective Agreement as follows:

7.03 In the event that an employee's pay has a shortage of eight (8) hours pay or more and the employee notifies their supervisor within three (3) working days from the time the employee receives their pay stub, the City shall rectify the shortage by issuing a **manual cheque payment via direct deposit**, within three (3) working days from the time the supervisor is notified. It is agreed and understood that the calculation of such hours shall include overtime hours.

Date Agreed: December 7th, 2024	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City

TCEU Local 416

AND

CITY OF TORONTO

ARTICLE 8 - OVERTIME, CALL-BACK AND STANDBY PAY

The parties agree to amend the Collective Agreement as follows:

Definition of Section

8.01 (d) (v) For the purpose of this Article, a section is a defined work group, within a Division, examples of which are outlined below. It is understood that the employees that normally perform the work within the section shall be those employees assigned to the overtime opportunities.

...

Toronto Water Division

Sections are: ~~Water Treatment (plants); Wastewater Treatment(plants); District Operations; Water Supply (formerly Transmission); Divisional Operations Services; Major Capital Projects (Water Meter Program); Optimized Maintenance; Complex Systems- Water Infrastructure Management; Technology & Customer Experience; Wastewater Treatment; Water Treatment & Supply; Distribution & Collection; Capital Planning & Implementation; Environment, Energy & Emergency Planning.~~

Date Agreed: November 15th, 2024




For the Union



For the City



For the Union



For the City

AND

CITY OF TORONTO

ARTICLE 8 - OVERTIME, CALL-BACK AND STANDBY PAY


The parties agree to amend the Collective Agreement as follows:

8.03 (h) Employees on standby shall be provided a ~~pager~~ a device to be contacted with.

Date Agreed: November 15th, 2024



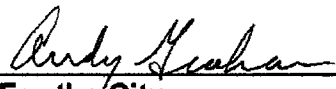
For the Union



For the City



For the Union



For the City

TCEU Local 416
AND
CITY OF TORONTO





ARTICLE 14B – ILLNESS OR INJURY PLAN

The parties agree to amend the Collective Agreement as follows:

DELETE

~~CLAUSES 14B.07(a) to 14B.07(d), AS FOLLOWS, APPLY PRIOR TO JANUARY 1, 2017:~~

~~...
CLAUSES 14B.07(a) to 14B.07(d), AS FOLLOWS, APPLY AFTER JANUARY 1, 2017 AND SUPERCEDE THE PREVIOUS VERSIONS OF CLAUSES 14B.07(a) to 14B.07(d):~~

Date Agreed: December 7 th , 2024	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City

TCEU Local 416
AND
CITY OF TORONTO

ARTICLE 14B – ILLNESS OR INJURY PLAN

The parties agree to amend the Collective Agreement as follows:

Refreshing of IIP Hours – January 1st

- 14B.09 (d)** In addition to the objectives set out in clause 16.10, the Benefits Monitoring Committee may address the following issues, in special circumstances:
- (i) refreshing an employee’s IIP hours prior to the period of eighty (80) continuous regular hours referred to in 14B.09(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 more than one unrelated illness or injury or exhausts IIP hours due to Ill Dependant Leave and has no frozen Sick Bank credits and vacation;
 - ~~(iv) the Benefits Monitoring Committee will adjust the advancement through the IIP hours chart, referred to in clause 14B.07(c) for an employee who is or was a temporary employee and hired prior to July 2, 2008, with ten (10) years or more seniority, such that they will be placed at 100% coverage for all eligible IIP hours, as required.~~

Date Agreed: December 7th, 2024



For the Union



For the City



For the Union



For the City

TCEU Local 416

AND

CITY OF TORONTO

ARTICLE 19 - JOB POSTINGS

The parties agree to amend the Collective Agreement as follows:

Relative Ability Process

19.06 (a) Selection to the positions listed below shall be on the basis of qualifications, experience, education or equivalency and ability to perform the work satisfactorily. When these factors are relatively equal, seniority shall govern.

A Candidate List will be established for the filling of the posted permanent position including the resulting vacancy(ies) if any.

Auto Mechanic Grade 1 (Leadhand)
Animal Control Officer 1
Animal Control Officer 2
~~Animal Care and Control Officer 1~~
Arborist Handyworker
Building Maintenance Coordinator
Certified Pool Technician
Critical Care Paramedic
Field Investigator Roads
Inspector Transportation Services
Inspector ECS & Toronto Water
Leadhand Arborist
Leadhand Facilities & Construction
Leadhand Facilities PF&R
Leadhand Horticulture PF&R
Leadhand Mechanical & Maintenance PF&R
Leadhand Natural Resources
Leadhand Parks PF&R
Leadhand Parks Development PF&R
Leadhand Ravines PF&R
Leadhand Ski Hill Operator Centennial
Leadhand Ski Hill Operator Earl Bales
Maintenance Mechanic Foreperson
Marine Engineer 1
Nursery Technician
Operational Services Worker
Provincial Offences Officer Forestry

A8

Subforeperson Equipment Repair
Tree Nursery Technician
Veterinary Technician 1
Water Maintenance Worker 1
~~Water Service Investigator~~
Water Service Technician 1
...

Date Agreed: November 15th, 2024



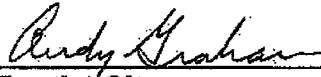
For the Union



For the City



For the Union




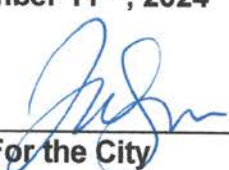

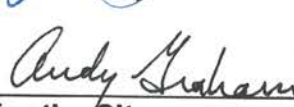
For the City

TCEU Local 416
AND
CITY OF TORONTO

ARTICLE 20 – DISCIPLINE, SUSPENSION AND DISCHARGE

The parties agree to amend the Collective Agreement as follows:

20.04 The City shall forward a copy of any letter of discharge to both the Unit Chair, Recording Secretary of the Union, and the Chief of Stewards.

Date Agreed: December 11TH, 2024	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City

TCEU Local 416
AND
CITY OF TORONTO

ARTICLE 25 – TRANSPORTATION

The parties agree to amend the Collective Agreement as follows:


Mileage Allowance

25.02 Whenever an employee is required and/or authorized to use their automobile on the business of the City, in accordance with the provisions of clause 25.01, the City shall pay to such employee, ~~fifty two cents (\$0.52)~~ **seventy cents (\$0.70)** per kilometre or the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c. 945, whichever is the lesser, up to 5,000 kilometres annually, and thereafter, ~~forty six cents (\$0.46)~~ **sixty four cents (\$0.64)** per kilometre or the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c. 945, whichever is the lesser.

Date Agreed: December 7TH, 2024



For the Union



For the City



For the Union



For the City

**TCEU Local 416
AND
CITY OF TORONTO**

ARTICLE 25 - TRANSPORTATION

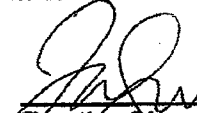
The parties agree to amend the Collective Agreement as follows:

25.07 Whenever an employee is required to use the public transportation system in the course of their duties, such employee shall be ~~provided with public transit token/tickets for that purpose~~ reimbursed.

Date Agreed: November 15th, 2024




For the Union



For the City



For the Union



For the City

TCEU Local 416
AND
CITY OF TORONTO

ARTICLE 28 – LAYOFF AND RECALL

The parties agree to delete the following Letter of Agreement:

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

Date Agreed: December 7th, 2024



For the Union



For the City

For the Union




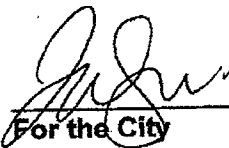


For the City

**TCEU LOCAL 416
AND
CITY OF TORONTO**

LETTER OF AGREEMENT: PROFESSIONAL AND/OR LICENCE FEES

The parties agree to amend the Letter of Agreement as follows:

The City shall continue to pay for professional and/or licence and/or fees for employees where it is currently the practice to do so. In addition, the parties agree to meet within ninety (90) days of ~~March 6, 2020~~ **ratification**. A Joint Committee will be comprised of three (3) members from the City and three (3) members from the Union to review such practices and to develop a consistent procedure for positions within the bargaining unit. Time spent during an employee's regular working hours on the Committee shall be without loss of pay, benefits, seniority or service.

Date Agreed: November 26, 2024	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City

**TCEU Local 416
AND
CITY OF TORONTO**

The parties agree to renew the following Letters of Agreement, Memorandum of Agreements & Memorandum Item Only:

LETTER OF AGREEMENT: EMPLOYEE ASSISTANCE PROGRAMS

LETTER OF AGREEMENT: THIRD PARTY ASSESSMENT FACILITIES

MEMORANDUM OF AGREEMENT: TRANSITION TO IIP

MEMORANDUM OF AGREEMENT: SPECIAL PAYOUT/PAYMENT SCHEDULE

MEMORANDUM ITEM ONLY: ACTIVATION OF DRUG CARDS

Date Agreed: December 7th, 2024



For the Union



For the City



For the Union



For the City

**TCEU Local 416
AND
CITY OF TORONTO**

**LETTER OF AGREEMENT: INDUSTRIAL MILLWRIGHT APPRENTICESHIP
PROGRAM**

The parties agree to amend this Letter of Agreement as follows:

**LETTER OF AGREEMENT
INDUSTRIAL MILLWRIGHT APPRENTICESHIP PROGRAM**

...

Program Completion

Once an Apprentice has successfully completed 7,280 hours (approximately four (4) years) of on-the-job training and work experience required to obtain a Certificate of Apprenticeship, the Apprentice will be deemed to have completed the Program and will **remain at Step 4 of the Program for a maximum period of twelve (12) months, or until such time as they receive their Millwright licence by writing and passing the provincial exam. Failure to obtain the Millwright licence within the above set term will result in the Apprentice being subject to Article 28.**

Following the successful proof of attaining a Millwright licence, the Apprentice will be deemed qualified as an Industrial Millwright in the Toronto Water Division and be able to bid for a permanent Millwright vacancy in accordance with the job posting provisions under the Collective Agreement.

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

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

Should a temporary employee be removed from or elect to withdraw from the Program, they will, unless Article 5 or clause 19.07 is applicable, be subject to clause 28.16 of the Collective Agreement. In exercising their rights under clause 28.16, the employee shall not be considered qualified to be an Industrial Millwright.


...

LETTER OF AGREEMENT: INDUSTRIAL MILLWRIGHT APPRENTICESHIP PROGRAM

Date Agreed: December 11th, 2024



For the Union



For the City



For the Union




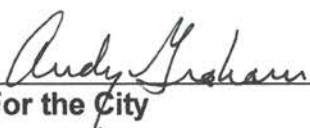


For the City

TCEU Local 416
AND
CITY OF TORONTO

LETTER OF AGREEMENT: ON-THE-JOB TRAINING OPPORTUNITIES

The parties agree to renew this Letter of Agreement.

Date Agreed: December 11th, 2024	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City


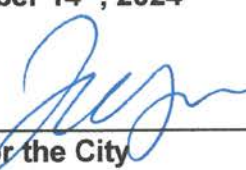

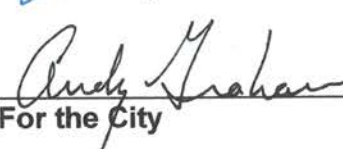
TCEU Local 416
AND
CITY OF TORONTO

ARTICLE 47 – CONTINUOUS LEARNING, TRAINING AND APPRENTICESHIPS

The parties agree to amend the Collective Agreement as follows:

Memorandum of Agreement - Apprenticeship Program AM2, AM3, & Fleet Truck and Coach Technician (the "Program")

The parties agree to incorporate the August 2023 Memorandum into the current Collective Agreement. Information on the Program is available on the intranet home page of Fleet Services.

Date Agreed: December 14th, 2024	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City

**TCEU Local 416
AND
CITY OF TORONTO**

**ARTICLE 16 – EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG
TERM DISABILITY INSURANCE**

The parties agree to amend the Collective Agreement as:

Expedited Dispute Resolution Process





16.06 (e) In the event that a difference arises relating to the interpretation, application or administration of clause 16.06(d) the following expedited dispute resolution procedure shall be followed:

...
(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) days of its referral:

D. Randall; D. Starkman; L. Davie

E. Gedalof J.Nyman S.Price M.Wright

The parties also agree to update the arbitrator list in clauses 19.08(b) and 28.17(c) in accordance with the list above.

Date Agreed: December 14th, 2024	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City

TCEU Local 416
AND
CITY OF TORONTO


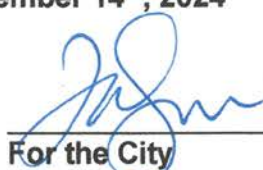


ARTICLE 18 – TRANSFERS

The parties agree to the following Memorandum Item Only:

NEW

Memorandum Item Only – Intra-divisional Transfers within Parks & Recreation

The parties agree that they will meet to develop **discuss** a process **concept** to fill Parks and Recreation vacancies through intra-divisional transfers.

Date Agreed: December 14th, 2024	
 _____	 _____
For the Union	For the City
 _____	 _____
For the Union	For the City

TCEU Local 416
AND
CITY OF TORONTO

ARTICLE 14A – SICK PAY PLAN
ARTICLE 14B – ILLNESS OR INJURY PLAN


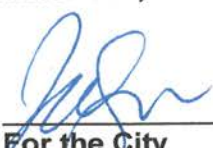


The parties agree to amend the Collective Agreement as follows for 14A.16 and 14B.16:

...

A dependant is defined as:

- The employee's spouse
- A parent, step-parent or foster parent of the employee or the employee's spouse
- A child, step-child or foster child of the employee or the employee's spouse
- A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- The spouse of a child of the employee
- The employee's sibling
- A relative of the employee who is dependent on the employee for care or assistance

...

Date Agreed: December 14 th , 2024	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City