

Attachment 1 – Confidential Information – Made Public on July 19, 2012

**Memoranda of Settlement – Canadian Union of Public Employees Local 2998
and the City of Toronto**

**FINAL
MEMORANDUM OF SETTLEMENT**

BETWEEN:

**CITY OF TORONTO
Hereinafter referred to as the “City”**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2998
Hereinafter referred to as the “Union”**

Regarding the Association of Community Centres listed below:

**Applegrove Community Complex
Cecil Community Centre
Central Eglinton Community Centre
Community Centre 55
Eastview Neighbourhood Community Centre (East Toronto Family
Community Centre)
Harbourfront Community Centre
Ralph Thornton Community Centre
Scadding Court Community Centre (Scadding Court Community
Centre Inc.)
Swansea Town Hall
The 519 Church Street Community Centre**


- 1.** The parties herein agree to the terms of this Memorandum and the attached agreed-to items as constituting full settlement of all matters in dispute. This Settlement is subject to ratification by the principals of the respective parties.
- 2.** The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals for ratification.


Memorandum of Settlement


3. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on December 31, 2011, as amended by the following amendments set out below. Letters of Intent, Letters of Understanding, and Memorandum Items, unless expressly renewed or amended below, expire and do not renew or carry forward.
4. The terms and conditions of the attached agreed-to items 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 term of the Collective Agreement shall be from January 1, 2012, to December 31, 2015.

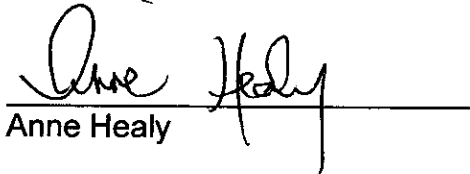
Dated at Toronto this 20th day of June, 2012

For the Union:

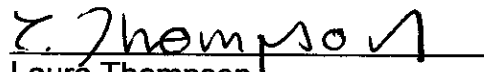

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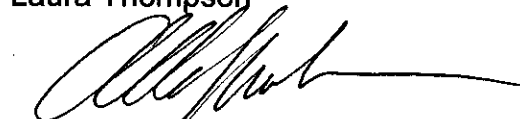

Nicole Kaysen



Cameron Boyle

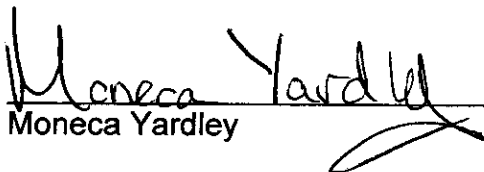

Anne Healy

For the City:


Laura Thompson


Maura Lawless


Leona Rodall


Moneca Yardley

Article 2 – Term of Agreement

Amend clause 2.01 as follows:

This Agreement shall remain in force from the first (1st) day of January, ~~2012~~ 2009 until and including the ~~thirty-first (31st)~~ day of December, ~~2015~~ 2014 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 and both parties shall thereupon negotiate in good faith in respect of the matters which they so propose to change or alter.

Article 6 – Categories of Employment

Amend clause 6.02 as follows:

"Special Project Workers" are employees hired solely for the purpose of providing a program of less than one (1) year in duration which is dependent on a designated single grant for eighty percent (80%) or more of its funding.

The President of Local 2998 shall be notified by the Community Centre upon the hiring of a Special Project Worker and shall be provided with information pertaining to funding of the position and the nature of the work.

After one (1) calendar year of continuous employment, a Special Project Worker so hired will become a member of the Union and have attributed to them seniority and service accrued during the special project term. A Special Project Worker who, during the initial twelve (12) months of employment, is a successful candidate pursuant to Article 18 of this Agreement will have attributed to her/him seniority and service accrued during the special project term after serving their probationary period, if applicable, provided the term is contiguous with the job posting.

Add new clause 6.08 as follows:

Where the term "President of Local 2998" appears in this Collective Agreement, it shall be read to include "or their designate."

Article 7 – Union Security and Check-off

Amend clause 7.02 as follows:

Pursuant to clause 7.01, the Employer shall deduct the regular monthly union dues from the wages of all employees as a condition of employment. The deduction shall be made on a per pay basis and remitted to the National Secretary-Treasurer **and the Recording Secretary** of the Union by the fifteenth (15th) day of the month following the month for which the dues were deducted, accompanied by a list of names, addresses, home phone numbers of employees from whose wages deductions have been made, **their job title(s), status, work location** ~~their work location, job title~~ and the number of hours for which each employee was compensated. ~~The list will also indicate terminations of employment. A copy shall be forwarded at the same time to the Union.~~

This submission will also indicate staff changes occurring within the bargaining unit including new hires, promotions, recalls, Special Project Workers who have become part of the bargaining unit, employees completing their probationary period, terminations, layoffs, resignations, retirements and leave of absences (paid or unpaid) of more than thirty (30) days in duration.

Delete clause 7.07 and renumber Article as appropriate.

~~The Union shall be notified of all staff changes occurring within the bargaining unit on a monthly basis including, but not limited to, new hires, recalls, retirements, resignations, terminations, promotions, Special Project Workers who have become part of the bargaining unit, and employees completing their probationary period.~~

Article 11 – Representation

Add new clause 11.xx as follows:

Prior to any written disciplinary action being issued to an employee, the employee shall be advised of their right to have a site steward or Local 2998 representative present at the disciplinary meeting. The Union shall ensure that representation is available within twenty (24) hours of notification of the meeting.

Add new clause 11.xx as follows:

All notifications provided to the Union under this Agreement shall be directed to the President of Local 2998, other than that related to the Grievance and Arbitration process or unless otherwise stipulated in the Collective Agreement.

Article 12 – Labour-Management Committee

Amend clause 12.03 as follows:

An agenda of the subjects to be discussed will be submitted at least seven (7) working days before the day agreed upon for the meeting. The Labour-Management Committee will meet in April and October, ~~provided that additional meetings may be requested and will be scheduled as necessary.~~ **Additional meetings may be scheduled upon the request of either party.** Health and Safety shall be a standing agenda item of the Labour Management Committee.

Article 14 – Probationary Period

Add new clause 14.03 as follows:

Each Community Centre shall maintain its own list of aggregate hours for probationary employees. The Recording Secretary of the Union and the Site Steward for the Centre (as designated by the Union) shall be provided with an up-to-date list in January and June of each year. Each Centre's list will indicate the name, status, job title(s), aggregate hours and date of hire of all employees covered by this Agreement who have not yet completed their probationary period.

Article 15 – Seniority and Service

Amend clause 15.02 as follows:

Employees who regularly work eighteen (18) hours per week or greater shall lose their service and seniority and will be terminated for any of the following reasons:

- (i) **voluntary resignation that is not withdrawn** ~~voluntarily terminating employment and not withdrawing their resignation~~ within forty-eight (48) hours;
- (ii) discharge for reasonable cause from employment without written reinstatement;
- (iii) failure to report for work within five (5) working days from the date that recall to work is issued;
- (iv) absence from work without authorisation in excess of seven (7) calendar days from commencement of such absence; or
- (v) not being recalled to work to the Community Centre from which they were laid off within eighteen (18) months from the date of **lay-off**. ~~being notified that the employee is surplus to the work requirements.~~

Amend clause 15.03 as follows:

Employees who work fewer than eighteen (18) hours per week and casual relief employees shall lose their service and seniority and shall be terminated for any of the following reasons:

- (i) **voluntary resignation that is not withdrawn** ~~voluntarily terminating employment and not withdrawing their resignation~~ within forty-eight (48) hours;
- (ii) discharge for reasonable cause from employment without written reinstatement;
- (iii) failure to report for **any** three (3) scheduled shifts within any ~~calendar year~~ **twelve month period** without reasonable cause; ~~or,~~
- (iv) the employee has not been ~~available~~ **in receipt of salary or wages** for a period of twelve (12) **consecutive** months except when the employee is on an authorised leave, including any leave authorised by statute.; ~~or~~
- (v) **termination of employment resulting from lay-off, pursuant to the *Employment Standards Act, 2000.***

Amend clause 15.04 as follows:

Each Community Centre shall maintain its own seniority list of aggregate service for its employees in accordance with the provisions of this Article. Seniority will be recorded in aggregate hours for all employees. The **Recording Secretary of the Union and the Site Steward for the Centre (as designated by the Union)** shall be provided with an up-to-date list in January and June of each year. ~~Each Centre's list will include all employees covered by this Agreement in order of seniority, stating the employees' names, job titles and date of hire.~~ **Each Centre's list will indicate the name, status, job title(s), aggregate hours and date of hire of all employees covered by this Agreement, excluding probationary employees, in order of seniority.**

Article 16 – Lay-Off and Recall

Amend Article 16 as follows:

- 16.01 (a) ~~In the event of a staff reduction at a Community Centre, employees working eighteen (18) hours per week or greater shall be removed from work in reverse order of seniority within the job title. An employee at the respective Community Centre may bump an employee, within the same Community Centre, with less seniority, provided she/he is immediately qualified to perform the duties of the position held by the less senior employee. The employee electing to bump an employee having less seniority shall confirm her/his intention to bump within~~

~~seven (7) calendar days of the notice of lay-off. The confirmation shall be provided in writing to the Executive Director.~~

- ~~(b) When work becomes available, laid-off employees as defined in clause 16.01(a), if not more than eighteen (18) months have elapsed from the date they became surplus to the work requirements, shall be re-employed in order of seniority, provided that they possess the necessary qualifications for the work. During the period in which they are surplus to the work requirements, these employees shall not be entitled to the rights or benefits provided under this Agreement, other than the right of recall within the specified period as provided herein.~~

~~16.02 Subject to clause 16.01(b), seniority is not to be considered a reason for continuity of the employment relationship during or after an eighteen (18) month non-working period caused by a staff reduction.~~

~~16.03 Employees who have been laid off for less than eighteen (18) continuous months and who have not passed their probationary period will be given preference for re-employment provided they possess the qualifications for the work available.~~

~~16.04 All benefits accumulated by an employee prior to a staff reduction shall be suspended during the period they are surplus to the work requirements. Upon re-employment, benefits shall again commence, subject to the requirements thereof.~~

Notice of Layoff

~~16.05 (a) A Community Centre shall provide written notice of any proposed layoff(s) of employees covered under this Article to the Union at least fourteen (14) calendar days prior to any notice to employee(s). Upon request, the Executive Director shall meet with the Union within seven (7) calendar days to discuss the layoff(s).~~

- ~~(b) The Employer agrees to provide notice of layoff consistent with the provisions of the Employment Standards Act, 2000, R.S.O. 2000 (the "ESA"). Any layoff notice shall be copied to the Union at the same time it is issued to the affected employee.~~

16.01 The Employer shall have the right to lay-off employees as necessary for the efficient and effective operation of the Community Centres.

16.02 Employees subject to lay-off shall be provided written notice of lay-off and advised of their entitlements under this Agreement with respect to bumping and recall rights, if any. Any lay-off notice shall be copied to the President of Local 2998 at the same time it is issued to the affected employee.

16.03 Laid-off employees shall not be entitled to the rights and benefits provided under this Agreement, other than the right of recall as provided in clause 16.06.

- 16.04** The following additional provisions apply to employees other than casual relief staff:
- (i)** Employees shall be laid-off in reverse order of seniority within the job title at the respective Community Centre.
 - (ii)** The Employer shall notify the President of Local 2998 of any proposed lay-offs no later than fourteen (14) calendar days prior to notice being provided to the affected employee.
 - (iii)** Upon request of the Union, the parties shall meet within the fourteen (14) calendar day period referenced above to discuss the proposed lay-off(s).

Bumping

- 16.05 (a)** Employees regularly working eighteen (18) hours per week or greater who are in receipt of notice of lay-off may elect to bump an employee with less seniority within the same Community Centre, provided they are immediately qualified to perform the duties of the position.
- (b)** The Employer shall provide an up-to-date seniority list to the affected employee at the same time written notice of lay-off is provided, and upon request of the employee, applicable job descriptions. The employee shall submit an up-to-date resume, completed Skills Summary Form, as provided by the Employer, and confirm their intention to bump within seven (7) calendar days of the date of the written notice of lay-off. The confirmation shall be provided in writing to the Executive Director.

Recall

- 16.06 (a)** Should regularly scheduled work become available at the Community Centre that issued the notice of lay-off within the eighteen (18) month period following the date of lay-off, laid-off employees who regularly worked eighteen (18) hours per week or greater prior to lay-off shall be recalled, in order of seniority, provided the employee is qualified and able to perform the work.
- (b)** All benefits accumulated by an employee prior to lay-off shall be suspended during the period of lay-off. Should the employee be recalled to work as provided above, benefits shall again commence, subject to the requirements of this Agreement.

Article 20 – Wages and Salaries

Amend clause 20.01 as follows:

Wages will be paid on every two (2) weeks in accordance with this Article and with Schedule "A" attached hereto and forming part of this Collective Agreement.

The parties agree to a **four (4)** ~~three (3)~~ year term with wage adjustment increases as follows:

~~January 1, 2009 1.75%~~

~~January 1, 2010 2.00%~~

~~January 1, 2011 2.25%~~

~~(a) Effective January 1, 2009, increase all rates in Schedule "A" payable on December 31, 2008, by one and three-quarters percent (1.75%).~~

~~No later than ninety (90) calendar days following ratification of the Memorandum of Settlement, said wage increase shall be implemented and each active employee shall receive retroactive pay on 2009 and 2010 earnings less statutory or other deductions required by law, including union dues.~~

~~(b) Effective January 1, 2010, increase all rates in Schedule "A" payable on December 31, 2009, by two percent (2%).~~

~~(c) Effective January 1, 2011, increase all rates in Schedule "A" payable on December 31, 2010, by two and one quarter percent (2.25%).~~

January 1, 2012	0%
January 1, 2013	1.5% lump sum, 0.5% added to base
January 1, 2014	1.75% added to base
January 1, 2015	2.25% added to base

The lump sum payment will be based upon an employees' base salary as at December 31, 2012 and prorated on the basis of the regular hours worked by the employee in that calendar year.

In order to receive the lump sum payment, the employee must be in the employ of the City on January 1, 2013.

The lump sum payment does not form part of the employee's base salary and is not pensionable and is subject to normal statutory deductions and union dues.

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

Amend clause 20.03 as follows:

Employees who are assigned and perform the regular duties of a higher rated position for at least a full day or all scheduled hours shall be paid the minimum of the hourly rate for the position of the higher job title or an increase of sixty-five cents (\$0.65) per hour, whichever is greater **but in no case shall an employee be paid in excess of the maximum rate for the higher rated position** (“the acting rate”).

Article 21 – Hours of Work and Premium Pay Provisions

Amend clause 21.03(c) as follows:

Where an employee reports for a previously scheduled shift of ~~two (2) hours or greater~~, and no work is available, the Employer shall endeavour to find the employee alternate work. Where no alternate work is available, ~~she/he~~ **the employee** shall be paid ~~two (2) hours of pay for the scheduled hours~~ at the rate of the position ~~she/he was~~ **they were** originally scheduled to work, up to a maximum of three (3) hours of pay.

Add new clause 21.xx as follows:

Upon the request of the Union, relevant information pertaining to the scheduling of hours of work shall be provided by the Community Centre.

Add new clause 21.xx as follows:

Where shift schedules are utilized, the Community Centre shall post the shift schedule in a location accessible to employees in the workplace.

Add new clause 21.xx as follows:

Union shall be notified of any unexpected closures of a Community Centre.

Re-number Article 21 as appropriate

Article 27 – Employee Benefit Plan

Amend Article 27 as follows:

Extended Health Care Benefits

One-hundred percent (100%) of the premiums:

- (a) (1) Semi-private hospitalization – difference between ward and Semi-private hospital room;
- (2) Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
 - (i) Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules;
 - (ii) Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription;**
 - ~~(iii)~~ **(iii)** Maximum of three hundred dollars (\$300) per person per benefit year for smoking cessation medication;
 - ~~(iii)~~ **(iv)** Other non-prescription but life sustaining drugs if they have a Drug Identification Number;
 - ~~(iv)~~ **(v)** Non-generic drugs will be covered if:
 - (a) there is no generic substitution; or
 - (b) there are no generic substitutions readily available from the pharmacy of the employee's choice; or
 - (c) the employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or dependent concerned.
 - ~~(v)~~ **(vi)** Sclerotherapy drugs to a maximum of fifteen dollars (\$15) per injection.
- (3) Private duty nursing at home when medically necessary, to a maximum of twenty-five thousand dollars (\$25,000) per person per three (3) benefit years;
- (4) Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or masseur (after OHIP ceases to pay for treatment) to a maximum of four hundred dollars (\$400) per person, per practitioner, per benefit year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of eight hundred dollars (\$800) per person, per benefit year. **It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath**

in accordance with the Medicine Act, 1991, in order to be eligible for reimbursement.

Note: For clarity, the Employer will apply clause (4) above on the basis that the doubling up of the paramedical benefits pursuant to the clause permits employees to elect to receive a maximum of eight hundred dollars (\$800) for any one (1) paramedical service and four hundred dollars (\$400) for four (4) of the five (5) remaining paramedical services for a maximum benefit of two thousand and four hundred dollars (\$2,400) per person per benefit year. **It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath in accordance with the Medicine Act, 1991, in order to be eligible for reimbursement.**

- (5) Services of a licensed or registered physiotherapist **with an overall maximum of two thousand dollars (\$2,000) per person per benefit year. The two thousand dollar (\$2,000) physiotherapy cap shall be effective January 1, 2013.**

Employees in receipt of Long Term Disability (LTD) benefits as of <insert date of ratification> , shall continue to receive unlimited services of a licensed or registered physiotherapist while they are in receipt of LTD benefits. Upon termination of their LTD benefits, the employee will only be entitled to the services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per benefit year.

- ;
- (6) Services of a licensed psychologist, to a maximum of three hundred dollars (\$300) per person, per benefit year;
- (7) Up to four hundred and ~~fifty seventy-five~~ **(\$450)** (~~\$475~~) per person in any twenty-four (24) consecutive month period for contact lenses and/or eyeglasses prescribed by an ophthalmologist or licensed optometrist. This coverage can also be used towards one (1) routine eye exam every twenty-four (24) consecutive months and/or the cost of laser surgery.

Benefit plan members may borrow their eyeglass entitlement from the next benefit period in order to apply such amount towards laser eye surgery. Should an employee leave the employ of the City prior to being entitled to the coverage of the second benefit period, the amount owing will be deducted from the employee's final pay cheque.

- (8) Hearing aids, including repairs and batteries to a maximum of one thousand and six hundred dollars (\$1,600) per person per three (3) benefit years.
- (9) One (1) pair of orthotic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices per benefit year.
- (10) One (1) pair of orthopaedic devices per person ~~per~~ **every two (2)** benefit

years provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use, and the diagnosis is by way of biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthopaedic devices per benefit year. **Off-the-shelf orthopaedic devices will only be allowed if there is a custom made modification and reimbursement of expenses will be limited to the cost of such modification.**

- (11) Out of country emergency medical coverage for employees travelling in connection with their job duties.
- (12) One (1) prostate specific antigen (PSA) test per person, per benefit year to a maximum of forty dollars (\$40).
- (13) One (1) ovarian test (CA125) or (CA12511) per person, per benefit year to a maximum of forty dollars (\$40).
- (14) Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan.

Ambulance services, dental services to repair damage to natural teeth and dentures, which start within twelve (12) months of the accident, rental of medical equipment, casts, braces, crutches, etc., (or purchase where appropriate) artificial limbs and eyes, plus other expenses such as wigs, elastic stockings, breast prostheses, etc., to the extent that they are reasonable and do not exceed the limits to be established in the Employer's plans.

- (b) The Employer shall provide out-of-province/country coverage for emergency treatment of employees and their dependants. The Employer shall advise members of the claims reporting process at the time they enrol in benefits.

Dental Benefits

One hundred percent (100%) of the premiums:

27.02 Eligible Expenses [**One (1) year lag** Current ODA fee guide for general practitioners; other expenses to reasonable and customary charge; benefit year – January 1 – December 31]:

- (a) Preventative, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, xrays and preventative services (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene reinstruction) subject to current limits on frequency and subject to a nine (9) month recall for routine exams for adults and a six (6) month recall for routine exams for eligible dependants under the age of eighteen (18).
- (b) Restorative procedures, such as fillings – including both bonded and non bonded amalgams (acrylic or composite for front teeth).
- (c) Surgical services (extractions), all oral surgery and anaesthesia.

(d) Periodontal and endodontic services.

Sixty percent (60%) major restorative procedures, seventy percent (70%) dentures – to a maximum of four thousand dollars (\$4,000) per person per benefit year.

Major restorative procedures, such as inlays, onlays, gold fillings, crowns, repair and recementing of same, initial installation of fixed bridge work and repair of same; replacement of a fixed bridge which is five (5) or more years old.

Fifty percent (50%) orthodontic procedures – to a lifetime maximum of five thousand dollars (\$5,000) per person.

Orthodontic procedures, including consultation, diagnostic services, preventative, interceptive and corrective orthodontics

Add new clause 27.xx as follows:

Where an employee is not in receipt of salary or wages because of sickness or injury for a period of time that exceeds twenty-six (26) consecutive full bi-weekly pay periods, the employee shall be responsible for paying the cost of premiums for any or all of the benefits in this Article under which the employee has coverage.

Article 30 – Sick Leave

Amend clause 30.01(a) as follows:

Employees regularly working forty (40) hours per week shall accumulate sick leave credits, ~~which may apply to personal illness, or birth/adoption of a child,~~ at the rate of one point five (1.5) work days for each month of employment, up to a maximum of one hundred and eighty (180) days.

Amend clause 30.01(b) as follows:

Employees regularly working fewer than forty (40) hours and eighteen (18) hours per week or greater shall accumulate sick leave credits at the rate of seven percent (7%) of total paid hours in each pay period. Accumulated credits are not to exceed ~~sixty (60) days~~ **four hundred and eighty (480) hours**, ~~such days to be based on the employee's hours of work.~~

Article 32 – Leaves of Absence

Add new clause 32.02 (d) as follows:

Subject to operational requirements, Union Stewards may be granted up to two (2) days per calendar year as an unpaid leave of absence to attend Union Steward Training subject to the same requirements as 32.02 (a).

Delete clauses 32.08, 32.09 and 32.10 (paid personal leave) as follows:

~~32.08 Employees who regularly work forty (40) hours per week may, upon completion of the probationary period, be granted up to twenty-four (24) hours in total, with pay, each calendar year to conduct personal business.~~

~~32.09 Employees who regularly work fewer than forty (40) hours per week and eighteen (18) hours per week or greater may, upon completion of the probationary period, be granted time off with pay to conduct personal business, to a maximum of twelve (12) hours.~~

~~32.10 (a) Time off from work under clauses 32.08 and 32.09 shall be paid at the employee's straight time rate of pay and shall be taken within the calendar year.~~

~~(b) Requests for tim off under clauses 32.08 and 32.09 shall be a minimum of one (1) hour.~~

Article 34 – Occupational Health and Safety

Amend clause 34.02 as follows:

The parties shall co-operate in promoting and improving practices in the workplace to provide a safe healthful environment in which to work **and remain committed to the implementation of the appropriate preventative and remedial measures in order to reduce or eliminate health hazards and personal injuries in the workplace.**

Article 35 – Transportation

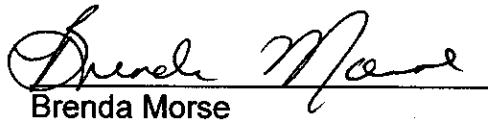
Amend clause 35.01 as follows:

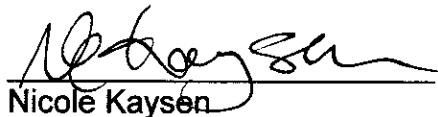
~~Effective upon ratification, employees who are required and authorised to use their automobiles on the business of the Employer, shall be reimbursed for each kilometre actually travelled while conducting said business in accordance with the Canadian Revenue Agency (CRA) prescribed kilometre rate for that calendar year.~~

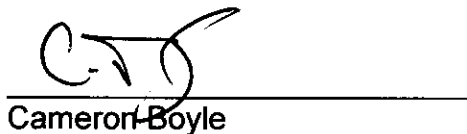
Employees who are required and/or authorised to use their automobiles on the business of the Employer shall be reimbursed fifty-two cents (52¢) or the lesser of the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 per kilometre actually travelled in the course of transacting the business of the Employer up to 5,000 kilometres annually, and forty-six (46 ¢) per kilometre thereafter. The mileage allowance paid for kilometres in excess of 5,000 per year shall be set annually as the reasonable rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 to ensure that the expense reimbursed is non-taxable income to the employee.

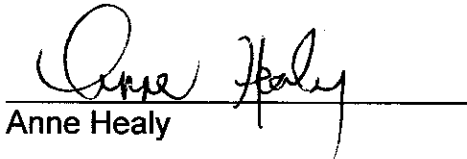
Dated at Toronto this 20th day of June, 2012

For the Union:

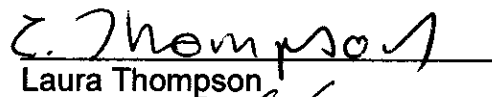

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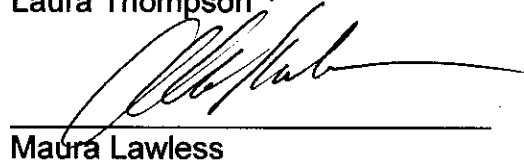

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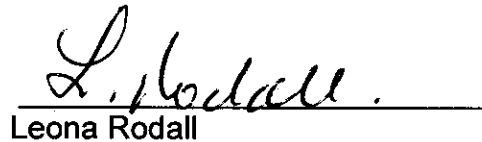

Cameron Boyle

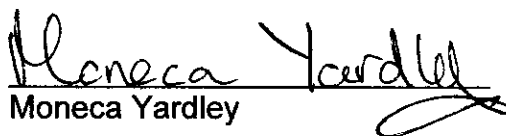

Anne Healy

For the City:


Laura Thompson


Maura Lawless


Leona Rodall


Moneca Yardley

Letters of Intent, Letters of Understanding and Memorandum Items do not form part of the Collective Agreement.

Letters of Intent and Letters of Understanding

Amend and renew existing Letter of Intent - Harassment Training (p 69) as follows:

~~The Employer, in consultation with the Union, will develop harassment awareness training and deliver it to employees coming within the 2998 Unit, within twelve (12) months of the ratification of this Agreement.~~

The Employer will ensure that all Local 2998 members have received harassment awareness training by no later than twelve months following the ratification of this Agreement.

Amend and renew existing Letter of Intent – Scheduling Employees Working Less Than Eighteen (18) Hours Per Week (p 70) as follows:

~~Letter of Intent: Scheduling Employees Regularly Working Less Than Eighteen (18) Hours Per Week~~

~~The parties agree to meet within sixty (60) days of ratification to establish a committee consisting of no more than four (4) members from the Union and four (4) members from management, including the CUPE National Representative and the Manager of Employee & Labour Relations. The purpose of the committee is to analyse the effect of the Union's proposal 21.04 regarding scheduling and to prepare a report with their findings. The analysis will include the application of the Union's language in each of the Community Centres. The report will be submitted to the President of the Union and the Executive Directors. It is agreed that the report will be brought forward to the Labour Management Committee for review and discussion.~~

~~The Union's proposal was as follows:~~

~~Once a department has made up its work schedule, the regular shift schedules so established shall, among employees working fewer than eighteen (18) hours per week and are assigned to the respective Community Centre and who have demonstrated current and substantial availability, be distributed by seniority, unless reasonably, it could be shown that such distribution is not practical.~~

Letter of Intent: Scheduling of Work for Employees Regularly Working Less Than Eighteen (18) Hours Per Week and Casual Relief Staff

The Scheduling Committee, consisting of no more than four (4) members from the Union and four (4) members from management, shall re-convene within sixty (60) days of ratification to complete its report on recommendations for the scheduling of work for employees regularly working less than eighteen (18) hours per week and casual relief staff. The report will be submitted to the President of Local 2998 and the Executive Directors, and brought forward to the Labour-Management Committee for review and discussion.

Renew existing Letter of Understanding – Job Evaluation (p 71) as follows:

Within thirty (30) days of ratification, representatives of the City shall meet with the President of Local 2998 and a National CUPE Representative to discuss the following issues:

- Identify appropriate comparator positions coming under CUPE Local 79, 416 and 2998;
- Schedule “C” Guidelines for Job Evaluation
- An estimated time-frame, during which positions coming under this bargaining unit would be re-evaluated, provided that evaluation is necessary.

Amend and renew existing Letter of Intent - Grandparenting of Benefits at Swansea Town Hall Community Centre (p 71) as follows:

Notwithstanding the provisions of Article 27, ~~employees of the~~ **one (1) remaining employee at Swansea Town Hall Community Centre** who, at the time of ratification ~~were~~ **was** in receipt of a monthly benefit allotment, shall continue to receive ~~a~~ **the** monthly benefit allotment.

Amend and renew existing Letter of Intent: Long Term Disability (Applegrove Community Complex) (p 72) as follows:

Notwithstanding clause 27.04 (Long Term Disability), this letter is to confirm that **the three (3) remaining** part-time employees ~~of the~~ **at** Applegrove Community Complex who were entitled to long term disability at the time of ratification, shall continue to be so entitled.

Renew existing Letter of Understanding - Role of the Boards of Management (p 72) as follows:

The parties understand and agree that the Executive Directors of the Community Centres act on behalf of, and in consultation with, their respective Boards of Management in the administration of this collective agreement.

Amend and renew existing Letter of Intent – Grandparenting Benefits for Certain Part-Time Employees at The 519 Community Centre and Applegrove Community Complex (p 72) as follows:

Notwithstanding the provisions of clause 27.05 of the collective agreement, ~~the two (2) remaining~~ part-time employees ~~of the~~ at The 519 Community Centre ~~as of~~ **who as at** January 1, 1999 had access to Health and Dental benefits as though they were full-time employees, will continue to have access to Health and Dental benefits as though they were full-time employees. The parties confirm that this Letter covers two (2) employees at the 519 Community Centre and three (3) employees at the Applegrove Community Complex and that no other current or future employees have access to the grandparenting contained herein.

Add new Letter of Intent – Health and Safety as follows:

The parties agree to meet within ninety (90) days of ratification to discuss the development of an annual Health and Safety Compliance Report template to be completed by each Community Centre and submitted to the Labour-Management Committee.

Add new Letter of Intent - Accumulated Time Off Program as follows:

The parties agree to meet within ninety (90) days of ratification to discuss the development of an accumulated time off program for employees regularly working forty (40) hours per week.

Add new Letter of Intent – Paid-Up Life Insurance Benefit as follows:

The Employer will ensure that all employees who are eligible for the five thousand dollar (\$5,000) paid-up life insurance benefit, as provided in clause 27.05(b), are properly enrolled in the program.

Add new Letter of Intent – Benefits Information as follows:

The Employer shall provide the Union with the requested information pertaining to the Employee Benefit Plan, where such information exists. This information shall be provided by no later than July 31, 2012.

Memorandum Items

Renew existing Memorandum of Agreement Item: Article 18: Employment – City of Toronto Opportunities (p 73) as follows:

The City will provide the Union with a letter confirming that employees coming within their unit who have applied to a job posting for a bargaining unit position with the City of Toronto (excluding A,B,Cs) will have their applications considered prior to considering applicants from the public at large. This letter will not form part of the Collective Agreement.

Add new Memorandum of Agreement Item: Paid Personal Leave as follows:

Until December 31, 2012, employees who regularly work forty (40) hours per week may, upon completion of the probationary period, be granted up to twenty-four (24) hours in total, with pay, each calendar year to conduct personal business.

Until December 31, 2012, employees who regularly work fewer than forty (40) hours per week and eighteen (18) hours per week or greater may, upon completion of the probationary period, be granted time off with pay to conduct personal business, to a maximum of twelve (12) hours.

Such time off from work shall be paid at the employee's straight time rate of pay and taken within the calendar year, and such requests for time off shall be a minimum of one (1) hour in duration.

This Memorandum of Agreement Item expires on December 31, 2012.

Housekeeping Items

The parties agree to replace "he/she" and "his/her" references which appear throughout the Collective Agreement with "they" and "their" as appropriate.