

made public on March 10, 2016

**MEMORANDUM OF SETTLEMENT**

**BETWEEN:**

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

and

**CUPE LOCAL 79 – Recreation Workers**  
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 in Appendix A as constituting full settlement of all matters in dispute. This settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals for ratification.
3. The parties agree that they shall meet within thirty (30) days of the date of this Memorandum of Agreement to determine any outstanding issues related to the Part Time Long Term Care Homes & Services Agreement. All outstanding issues shall be referred to interest arbitration pursuant to the *Hospital Labour Disputes Arbitration Act*.
4. The parties herein agree that if ratified the term of the Collective Agreement shall be from January 1, 2016, to December 31, 2019. The parties further agree that the terms of the expired collective agreement have been applied without change and shall continue to be applied until such date as ratification or rejection occurs.
5. If ratified, the terms and conditions of the attached Offer shall amend the collective agreement that expired on December 31, 2015 and become the collective agreement between the parties, effective at the beginning of the first pay period unless otherwise stated.

6. The parties agree that the said collective agreement shall include the terms of the previous collective agreement as amended by the items set out in the attached and the agreed to items in Appendix A hereto.

Dated at Toronto this 2nd day of March, 2016

For the Union:

*T. Klein*  
*A. M. M.*  
*AL B.*  
*J. M.*  
*D. M.*  
*D. M. M.*  
*H. M. M.*

For the City:

*W. M. M.*  
*C. M. M.*  
*A. M. M.*  
*S. M. M.*  
*R. M. M.*

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

<b>HOUSEKEEPING</b>	
The City reserves the right to amend any collective agreement provision for housekeeping purposes.	
<b>PROPOSAL</b>	
<b>Article 9 WAGES AND SALARIES</b>	
<b>MOA Item Wages and Salaries</b>	<p>The City proposes the following Memorandum of Agreement Item only:</p> <p><u><b>Wages</b></u>  <b>The City proposes the following wage adjustments:</b></p> <p><b>January 1, 2016    0.75% Base increase on gross regular pay;</b>  <b>July 1, 2016        0.50% Base increase on gross regular pay;</b></p> <p><b>January 1, 2017    0.75% Base increase on gross regular pay;</b>  <b>July 1, 2017        0.50% Base increase on gross regular pay;</b></p> <p><b>January 1, 2018    0.75% Base increase on gross regular pay;</b>  <b>July 1, 2018        0.50% Base increase on gross regular pay;</b></p> <p><b>January 1, 2019    0.75% Base increase on gross regular pay; and</b>  <b>                             0.25% Lump sum payment on gross regular pay;</b></p> <p><b>July 1, 2019        0.50% Base increase on gross regular pay.</b></p> <p><b>The afore mentioned wage adjustment increases shall not apply to the classifications in Wage Grade 1 of Appendix "B" of the Kaplan Wage Harmonization Award dated December 21, 2011.</b></p> <p><b>The lump sum payment will be based upon an employee's base salary as at December 31, 2018 and prorated on the basis of the regular hours worked by the employee in that calendar year.</b></p> <p><b>In order to receive the lump sum payment, the employee must be in the employ of the City on January 1, 2019.</b></p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>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.</p> <p>Flow through from Full-Time Agreement Flow through to all Part-Time Agreements</p>
<b>New 9.03(e)</b>	<p>Amend new clause as follows:</p> <p><b>Benefit Premium While on an Alternate Rate to Another Full-Time City Bargaining Unit</b></p> <p><b>9.03(e) Where an employee who has elected to participate in the Recreation Workers Benefit Plan, is temporarily assigned to perform the regular duties of a position in another City bargaining unit on a continuous full time basis for at least eight (8) pay periods, the City shall pay one hundred (100%) <del>ninety (90%)</del> percent of the benefit premium cost of the Recreation Worker's Benefit Plan for the duration of the assignment.</b></p>
<b>9.04 – Recovery of Accidental Overpayment</b>	<p>Amend clause 9.04 as follows:</p> <p><b>Recovery of Accidental Overpayment</b></p> <p>In the event of an overpayment, the City shall advise the employee and the Union in writing of such an overpayment. <del>The notice</del> which will outline the reason(s), the amount of the overpayment, and the date(s) on which the overpayment occurred and a <b>proposed schedule of recovery with respect to said overpayment. The notice will be provided at least two (2) pay periods in advance of the implementation of the schedule of recovery, with a copy to Local 79.</b> Local 79 shall be informed in writing at the same time as the employee.</p> <p><b>Prior to the deduction of the overpayment and within twenty (20) working days following the issuance of such notice, an employee may request to meet with the City so as to negotiate an appropriate schedule of recovery. The employee may be accompanied by either his/her Steward or other Union Representative at such meeting. If no meeting is requested, The City shall meet with the employee who shall be represented by a Unit Officer or designate so as to negotiate an appropriate schedule of recovery. T the recovery schedule will be implemented. shall equal not exceed Such recovery shall not exceed the maximum permitted by the Wages Act, R.S.O., 1990, as amended. unless the parties agree otherwise. It is understood that such overpayment may be the subject of a grievance at Step 3.</b></p>



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

~~This clause shall constitute the employee's written authorization to effect such deductions from any wages owing to him or her in accordance with the *Employment Standards Act, 2000*, SO 2000, c 41, as amended.~~

The parties agree to employ the procedure set out in the Letter of Agreement Interim Alternate Processes for clause 9.04, during the term of the Collective Agreement, in relation to overpayments, when the amount of the overpayment exceeds \$500.

**ADD NEW Letter of Agreement - Interim Alternate Processes for Clause 9.04 as follows:**

**LETTER OF AGREEMENT**

**INTERIM ALTERNATE PROCESSES FOR CLAUSE 9.04**

The parties agree that the following terms will apply commencing as at January 1, 2016, until December 30, 2019, unless terminated by either party prior to that date, in accordance with section 6 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. In the event of an overpayment in an amount that exceeds \$500:**

- (a)** The City shall advise the employee in writing of such overpayment and will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred.
- (b)** In the event that the overpayment has been made to:
  - (i)** an existing employee, the letter will ask the employee to contact the City within twenty (20) working days in order to establish a repayment schedule. The employee shall have the option of using his/her vacation or accumulated lieu time as part or all of the repayment schedule. The recovery schedule shall not exceed the maximum permitted by the *Wages Act*, R.S.O., 1990, as amended, unless the employee agrees otherwise;
  - ~~**(ii)** a former employee, the letter will ask the employee to contact the City within twenty (20) working days in order to arrange repayment, in full, of the overpayment amount.~~

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

- (c) Should the employee disagree with the proposed recovery schedule, or fail to arrange repayment of the outstanding amount, the City shall meet with the employee to clarify the overpayment. The employee may be accompanied by a Union Representative should he/she so request. The letter will advise the employee that, if the employee does not respond within the time required, the City will invoke the adjudication procedure. The City shall send a copy of the letter to the Union within 5 days with details of the amount claimed and (for existing employees) the City's repayment schedule or (for former employees) a request to pay the total amount outstanding.
  - (d) If there is no response to the letter, the City will **make** contact **with** the Arbitrator (from an agreed to list) to determine a suitable date for hearing. This will be done by email, with a copy to the Union's Recording Secretary and its contact person. The Union will be part of the process of setting a hearing date which will occur within the following thirty (30) working days.
  - (e) Once a hearing date is determined, the City will send the employee a letter, which gives notice of the hearing. The City ~~will~~ sends a copy of this letter to the Union and to the Arbitrator. The copy to the Arbitrator ~~should~~ will include details of the amount claimed by the City, and its proposed repayment schedule, if one is proposed by the City.
- 2.
- (a) The City will schedule a hearing for one employee per hour on the dates determined for hearing the overpayment claims. After hearing submissions from both the City and the Union, the Aarbitrator will issue a brief decision, either orally or in writing, directing the repayment of any amount determined to have been an overpayment and the schedule, if any, pursuant to which such repayment is to be made. The Union and Management will have no more than three representatives at any hearing, inclusive of counsel and/or consultants.
  - (b) The hearing referred to in 2(a) will consist solely of a review of the documentation that supports the City's overpayment claims. No witness shall be called at the hearing; the positions of the parties will be advanced through oral and/or written submissions. If either the City or the Union require a witness to testify, or wishes to raise a matter of principle (including, but not limited to, the impact on the obligation of an employee to repay a debt to the City when on WSIB or LTD benefits, or having exhausted sick leave), the hearing under 2(a) will be cancelled and the overpayment claim will be referred to the usual arbitration process.

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

- |  |  |
|--|--|
|  | <p>3. Both parties are required to produce all documents and supporting information reasonably requested upon which they intend to rely no later than two (2) weeks prior to the date scheduled for the hearing.</p> <p>4. If an employee does not arrive at the hearing at the appointed time, the matter will be stood down for half an hour in case of a late arrival, although during this time the City will explain the nature of the claim against the employee to the Union and the Arbitrator. The City will establish that it has complied with the notice requirements set out above and the amount that the employee is required to repay the City. If such liability is established the Arbitrator will direct the employee to repay the overpayment to the City, in full, subject to any submissions made by the Union regarding a repayment schedule.</p> <p>5. If the employee attends the hearing:</p> <ul style="list-style-type: none"><li>(a) The City will make its submissions, referring to those documents upon which it relies, and explain how it arrives at its claim for the overpayment. The City will also explain what repayment schedule, if any, it proposes.</li><li>(b) The Union may make such inquiries as it thinks necessary.</li><li>(c) At the close of the City's explanation, the Union will have an opportunity to meet with the employee.</li><li>(d) The hearing will reconvene and the Union and/or the employee will make such submissions as they wish to make. If the employee claims underpayment by the City, the Union will explain the nature of the claim and the City may make such inquiries as it thinks necessary.</li><li>(e) If liability is established a repayment schedule will be determined.</li><li>(f) The award issued will provide for the full amount owing becoming immediately due and payable in the event of the default in any repayment schedule ordered. The award of the Arbitrator will be final and binding.</li><li>(g) The repayment schedule, if any, will be prepared and signed immediately after the hearing of each claim, and a copy of the repayment schedule will be given to the employee.</li></ul> |
|--|--|

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>(h) It is understood that employees who attend the hearing during regular working hours will suffer no loss of wages.</p> <p>(i) Notwithstanding (g) above, if an employee is able to provide objective evidence that there has been a substantial and material change in his/her financial situation that was unforeseen at the time of the original hearing, the employee may approach the Union with a view to requesting the Arbitrator to vary the schedule. In this event, the Union will in writing request the City to convene a hearing for the Arbitrator to consider the request.</p> <p>6. Either party may terminate this Letter of Agreement by providing the other with sixty (60) days' notice in writing. Following the delivery of such notice, clause 9.04 shall apply.</p> <p>Flow through from Full Time Agreement Flow through to all Part Time Agreements</p>
<b>Article 12 VACATIONS</b>	
<b><u>LETTER OF INTENT VACATION ENTITLEMENT FOR PART-TIME EMPLOYEES WHO MOVE TO THE FULL-TIME COLLECTIVE AGREEMENT</u></b>	<p>Delete the Letter of Intent and add a new clause as follows:</p> <p><b><u>Vacation Entitlement for Employees Entering the Full-Time Bargaining Unit</u></b></p> <p>12.09 (a) When an employee <b>who was receiving vacation pay either on each pay or twice per year</b> moves from the Local 79 Recreation Workers Part-Time bargaining unit to the Local 79 Full-Time bargaining unit, the employee shall be paid any vacation pay owing for service accrued in the Local 79 Recreation Workers Part-Time bargaining unit.</p> <p>12.09 (b) <b>When an employee who was banking vacation moves from the Local 79 bargaining unit to the Local 79 Full-Time bargaining unit, the employee shall have the balance in his/her vacation bank converted to vacation days using the employee's rate of pay in the Recreation Workers Part-Time collective agreement. Such balance shall be carried forward into the full time bargaining unit.</b></p> <p>Flow through from Full Time Agreement Flow through to Part Time as appropriate</p>
<b>Article 15 LEAVE OF ABSENCE</b>	
<b>15.14</b>	<p style="text-align: right;"><b>March 2, 2016</b></p> <p><b>Amend clause 15.14 as follows:</b></p>



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p><b><u>Local 79 Negotiating Committee</u></b></p> <p>The City will recognize a Negotiating Committee of up to <b>three (3)</b> <del>two (2)</del> <del>four (4)</del> members selected by Local 79. Leave of absence without loss of pay or benefits and with accumulation of service and seniority shall be granted to members of the Local 79 Negotiating Committee for the purpose of preparing bargaining proposals and negotiating a Collective Agreement or amendments thereto <del>up to conciliation</del>. Local 79 members of the Committee will be paid for time worked on the Committee on the basis of <b>clause 15.13 (b)(i)</b>. <del>except that the City will use those same eight (8) pay periods in 15.13 (b) (ii) above to determine the average daily hours worked by the employee, and pay the employee for his/her average daily hours per day for time spent in negotiations. the formula determined under the Letter of Intent "Pay Rate and Hours of Pay for Paid and Unpaid Leave of Absence for Union Business".</del></p> <p>The name of each of the members of the Negotiating Committee shall be provided in writing to the Executive Director of Human Resources, <b>at least four (4) weeks prior to the commencement of the leave</b>. Requests for <b>unpaid</b> leave of absence for additional members of the Negotiating Committee shall be considered on a case by case basis.</p> <p>Flow through from Full Time Agreement as appropriate</p> <p>Flow through from Part Time B as appropriate</p> <p>Flow through to LTCH&amp;S as appropriate</p>
<b>Article 16 SENIORITY</b>	
16.02	<p style="text-align: right;"><b>March 2, 2016</b></p> <p><b>The City withdraws its proposal, return to status quo.</b></p> <p>Amend clause 16.02 as follows:</p> <p>An employee shall lose his/her seniority <del>and service and his/her employment shall be terminated</del> if:</p> <ul style="list-style-type: none"> <li>(i) he/she voluntarily terminates his/her employment subject to the right to rescind in clause 16.06;</li> <li>(ii) he/she is discharged for reasonable cause;</li> </ul>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>(iii) he/she is absent without notice and without a satisfactory reason to the City in excess of ten (10) working days from commencement of such absence;</p> <p>(iv) he/she is not in receipt of wages for any period exceeding twelve (12) continuous months for reasons other than approved leave of absence, including any leave granted in accordance with statute.</p> <p>(v) on three (3) or more occasions in the calendar year he/she, without reasonable cause, fails to report for, after having agreed to report.</p> <p>Flow through to all Part Time Agreements as appropriate</p>
<b>Article 21 – HEALTH AND SAFETY</b>	
<b>NEW</b>	<p><b>The City agrees to attach the Psychological Health and Safety Policy to the Collective Agreement and Amend Article 44 CITY OF TORONTO POLICIES accordingly.</b></p> <p>Flow through from Full Time Agreement Flow through to all Part Time Agreements</p>
<b>Article 28 - SCHEDULING</b>	
<b>28.03(a)</b>	<p><b>Amend clause 28.03(a) as follows:</b></p> <p><b>For employees working in Divisions other than Parks, Forestry and Recreation, where a work schedule is produced in connection with any identified work and/or program unit within a work location within a Division, the Division shall provide part-time staff with their schedule two (2) weeks in advance, where possible/practicable.</b></p> <p>It is the employee's responsibility to notify his/her Community Recreation Programmer or his/her designate, at least two (2) calendar weeks prior to the season commencing if there are scheduled shifts for which he/she is unavailable to work. If the absence is approved, the City will arrange for relief staff. The request will not be unreasonably denied.</p> <p>If an absence is approved, during the season, it is the employee's responsibility to arrange for a substitute approved by the Community Recreation Programmer or his/her designate, from the relief list.</p>
<b>NEW-28.03(b)</b>	<p><b>Add new clause 28.03 (b) as follows:</b></p> <p><b>For employees working in Divisions other than Parks, Forestry and Recreation, where a work schedule is produced in connection with any identified work and/or program unit within a work</b></p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<del>location within a Division, the Division shall provide part-time staff with their schedule two (2) weeks in advance, where possible/practicable.</del>
<b>Article 32 TERM OF AGREEMENT AND NOTICE TO BARGAIN</b>	
<b>32.01</b>	<p>Amend Article 32 as follows:</p> <p>This agreement shall remain in force from the 1st day of January, <del>2016</del> 2012 until and including the 31st day of December, <del>2019</del> 2015 and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement.</p> <p>Flow through from Full Time Agreement Flow through to all Part Time Agreements</p>
<b>Article 38 EMPLOYMENT EQUITY</b>	
<b>38.01</b>	<p style="text-align: right;"><b>March 2, 2016</b></p> <p><b>The City withdraws its proposal and agrees to the Union's proposals as follows:</b></p> <p style="text-align: center;"><u><b>EMPLOYMENT EQUITY AND WORKFORCE DIVERSITY</b></u></p> <p><del>The parties are mutually committed to creating a diverse workforce reflective of the diverse communities they serve.</del> The City and Local 79 acknowledge that employees should be provided with fair and equitable access to employment opportunities and in this regard the parties agree that they shall continue to discuss employment equity and workforce diversity issues and strategies related to: Priority items shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li><del>a) Identification of systemic barriers;</del></li> <li><del>b) Recruitment;</del></li> <li><del>c) City-wide promotion system;</del></li> <li><del>d) Increasing the range of opportunities for permanent jobs;</del></li> <li><del>e) Ensuring access to employment opportunities for all employees of the City;</del></li> <li><del>f) Promotion as opposed to alternate rate;</del></li> </ul>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

- ~~g) Improving access to training and development opportunities for all employees;~~
- ~~h) Career planning;~~
- ~~i) Recognizing equivalents to academic credentials and career-related leaves and educational opportunities;~~
- ~~i) career-related leaves and educational opportunities;~~
- ~~j) Increasing employment opportunities for youth, Aboriginal peoples, persons with disabilities, other equity-seeking groups and foreign-trained professionals;~~
- ~~k) Collection of voluntary diversity data through workforce surveys and through applicant tracking.~~

**EMPLOYMENT EQUITY**

The City and Local 79 acknowledge that employees should be provided with fair and equitable access to employment opportunities and in this regard the parties agree that they shall continue to discuss employment equity issues. Priority items shall include, but not be limited to:

- a) City-wide promotion system;
- b) Increasing the range of opportunities for permanent jobs;
- c) Ensuring access to employment opportunities for all employees of the City;
- d) **Ensuring access to workplace accommodations;**
- e) Improving training and development opportunities **including access** for all employees;
- f) Promotion as opposed to alternate rate;
- g) Recognizing equivalents to academic credentials, **and/or workplace experience;**
- h) Career planning; and
- i) Career-related leaves and educational opportunities.

**Add new Memorandum of Agreement as follows:**

**Memorandum of Agreement  
Workforce Diversity**



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>The parties agree to meet during the term of this agreement to discuss workforce diversity issues including:</p> <ul style="list-style-type: none"> <li>a) Identification of systemic barriers;</li> <li>b) Recruitment;</li> <li>c) Employment opportunities for youth, Aboriginal peoples, persons with disabilities, other equity-seeking groups and foreign-trained professionals; and</li> <li>d) Collecting data/information that would be of use to this process.</li> </ul> <p>Flow through from Full Time Agreement Flow through to all Part Time Agreements</p>
<b>Article 41 EMPLOYEE BENEFIT PLANS</b>	
	<p>Amend Article 41 as follows:</p> <p><b><u>Extended Health Care and Dental Benefit</u></b> The City shall provide employees with access to an Employee Benefit Plan as follows:</p> <p>Flow through from Full Time Agreement as appropriate Flow through to Part Time Collective Agreements as appropriate.</p>
<b>41.01(a)</b>	<p>The plans that are available as described in the Full-Time Collective Agreement and as amended below, shall be available to employees who prior to November 1st in the last twelve month period (November 1 to October 31) have completed one thousand and six hundred (1600) paid hours, exclusive of overtime, with the employee paying fifty percent (50%) of the premiums. Employees must re-satisfy this criteria on each subsequent year in order to continue to qualify for these benefits.</p> <p>(i) Extended Health Care Benefits as per the Full-Time Collective Agreement, excluding the following:</p> <ul style="list-style-type: none"> <li>(A) out of country emergency medical coverage</li> <li>(B) semi-private hospitalization coverage</li> <li>(C) orthotics/orthopedic shoes</li> <li>(D) private duty nursing</li> <li>(E) paramedical services (e.g. licensed physiotherapists, psychologists, masseurs, speech therapists, osteopaths or podiatrists/chiropractors, or chiropractors)</li> </ul>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>(ii) Dental Care Plan as per the Full-Time Collective Agreement, excluding the following:</p> <ul style="list-style-type: none"> <li>(A) orthodontics</li> <li>(B) caps/crowns</li> <li>(C) fixed bridges/bridgework</li> <li>(D) gold fillings</li> <li>(E) inlays/onlays</li> </ul> <p><b><u>Group Life Insurance</u></b></p> <p>(iii) The City shall provide Optional Group Life Insurance through a contract with an insurer selected by the City, up to a maximum of two hundred thousand (\$200,000) dollars for the employee and/or two hundred thousand (\$200,000) dollars for the employee's spouse, with evidence of insurability. The employee shall pay one hundred percent (100%) of the premiums.</p> <p>(iv) Effective the first of the month following the employee's seventieth (70th) birthday, he/she shall no longer be entitled to Optional Group Life Insurance referred to in 41.01(a)(iii). The Optional Group Life Insurance for spouses shall be available only until the first of the month following the employee's or the insured's seventieth (70th) birthday, whichever is earlier.</p>
<b>41.01(b)</b>	For the purpose of Article 41 (Employee Benefit Plan) only, "hours worked" shall include time off while in receipt of a Workplace Safety and Insurance Award.
<b>41.02</b>	<p><b><u>Notification of Eligibility</u></b></p> <p>Each year, prior to December 1st, eligible employees will receive notice from the City that:</p> <ul style="list-style-type: none"> <li>i) they are eligible to enroll in the health and dental benefit plan;</li> <li>ii) they may continue enrolment in the health and dental benefit plan;</li> <li>iii) they may choose to end their enrolment in the health and dental benefit plan; and</li> <li>iv) they shall pay their premiums through payroll deduction. However, employees who intend to begin an inactive period of employment may provide post-dated cheques to the Finance Division.</li> </ul> <p>Such notice will include the monthly premium required for the following calendar year to cover such benefit plan.</p>
<b>41.03</b>	The employee must return the form to the City indicating his/her choice of coverage/non-coverage, by the date indicated on the notice. The City shall ensure that such employee will have ten (10) working days to

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	respond. Failure to do so will result in termination of benefit coverage where that employee was formerly covered.
41.04	If the employee elects to participate (or continue coverage), coverage will begin January 1st of the next year and the applicable premium deduction will commence in the first pay period ending in that month.
41.05(a)	<b><u>Change of Marital Status, Dependant and Address</u></b> <del>Each employee shall report any changes in marital status or increase or decrease in dependants within thirty (30) days of the life event change.</del>  Notwithstanding the once per year opt in/out period, employees may at any time during the year change their benefit coverage from single to family and vice versa <del>within thirty (30) days of a life event change</del> . Such changed coverage will be effective immediately, along with the resultant change in benefit premiums.
41.05(b)	Each employee shall report any changes in marital status or increase or decrease in dependants without delay.
41.05(c) <del>(b)</del>	It is the responsibility of every employee to notify the City promptly of any change of address.
41.06(a)	<b><u>Arrears</u></b> Should the employee have insufficient earnings to cover the required payroll deduction, the employee will be notified that he/she is required to provide post-dated cheques for the monthly premiums remaining in the calendar year, including premiums missed to date.
41.06(b)	Should the employee's premiums be in arrears for <del>one (1) month</del> <b>a second consecutive month</b> , benefit coverage will be terminated. <del>at the end of the second month.</del>
41.06(c)	When the employee returns to work he/she must reimburse the City for his/her share of the premium cost in arrears if such arrears are not otherwise cleared. <b>Should the employee fail to reimburse the City, such arrears shall be treated as an overpayment and recovered in accordance with clause 9.04.</b> <del>The City shall advise the employee in advance of any schedule of recovery in advance of implementation of recovery of said arrears. The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O. 1990, as amended; unless the parties agree otherwise.</del>
41.06(d)	In the situation where an employee's benefit coverage has been terminated because of non-payment, such employee will not be eligible to re-enroll in the benefit plan until the next open period and is contingent upon the City receiving full recovery of arrears.
41.07	<b><u>Termination of Benefit Coverage</u></b> Notwithstanding the provision of post-dated cheques as required in clause 41.06(a) above, any employee who has not worked for six (6) continuous months shall have his/her benefit coverage terminated.



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

41.08	Should the employee's employment terminate with the City, benefit coverage will be terminated as of the last day of employment.
41.09	<p><b><u>Benefit Monitoring Committee</u></b> A Benefits Monitoring Committee shall be established consisting of up to four (4) representatives from each of Local 79 and the City. This Committee shall be jointly chaired by the Director, Pension, Payroll, and Employee Benefits, and the President of Local 79 or their designates.</p> <p>The objective of the Committee will be to address issues of concern arising out of the administration of the benefit plan including the review of any special circumstances where employees incur extraordinary expenses within the parameters of the plan and to review the plan and, if the parties both agree, to make joint recommendations regarding the plan so as to ensure that it meets the needs of Local 79 and the City. The Committee shall meet at the request of either party.</p>
41.10	<p><b><u>Benefit Plan Book</u></b> The City shall provide a copy of the benefit plan book and updates when they occur to each employee who enrolls in the plan or requests a copy. The City shall provide Local 79 with a copy of the benefit plan book and updates for proofreading and comment prior to its distribution to employees.</p>
41.11	<p><b><u>Change of Carrier</u></b> Should there be a change of the carrier of any or all of the employee benefits set forth in this Article, such change of carrier shall not itself result in a change in benefits levels.</p>
41.12	<p><b><u>Benefit Utilization and Premium Rates</u></b> Six (6) weeks prior to the implementation of new premium rates, the City shall meet with Local 79 to discuss the criteria used to determine the new rates. Within six (6) months after the end of each benefit year, the City will provide Local 79 with the utilization of the health and dental benefits, by category, e.g. drugs, for the last year, as well as the underwriting arrangements and administrative charges.</p>
41.13	<p><b><u>Benefit Representative</u></b> Leave of absence, with pay, shall be granted to one (1) full-time Benefits Representative.</p>
<b><u>NEW LOI – Recreation Workers, Part-time – Extended Health Care Benefit Premium</u></b>	<p>New Letter of Intent as follows:</p> <p style="text-align: center;"><b><u>Recreation Workers, Part-time – Extended Health Care Benefit Premium</u></b></p>



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>For eligible employees, the City agrees that effective the first day of the pay period following the date of ratification, the premiums for Extended Health Care benefits will be adjusted by 30% until December 31, 2016, to the following rates:</p> <ul style="list-style-type: none"> <li>• Single - \$104.10 per month</li> <li>• Family - \$257.08 per month</li> </ul> <p>The above premium rates to be shared 50/50 by the employee and the City.</p> <p>It is further understood that when employees elect to enrol in the benefit plan, they are committing to enroll for the next full 12 calendar months.</p> <p>Within thirty (30) days prior to December 31, 2016, the Director, Pension, Payroll &amp; Employee Benefits will meet with Local 79 to report the discount, if applicable, to be provided for the 2017 Extended Health Care benefit premiums and the impact, if any, to the other Local 79 bargaining units.</p> <p>Flow through to Part Time Agreements as appropriate</p>
<p><b><u>RECREATION WORKERS' UNIT SCHEDULING PROJECT (City Wide)</u></b></p>	<p style="text-align: right;"><b>March 2, 2016</b></p> <p><b>Memorandum of Agreement Item, with amendments as follows:</b></p> <p><b><u>RECREATION WORKERS' UNIT SCHEDULING PROCEDURE (RWSP)PROJECT</u></b></p> <p><b>Applicable Area:</b> City Wide – Parks, Forestry &amp; Recreation Division</p> <p><b>Proposed Start Date:</b> As soon as is practicable</p> <p><b>Proposed End date:</b> December 30, 2015 2019</p> <p><b>Date of Seniority List:</b> Snapshot Date for Fall/Winter and Spring/Summer</p> <p><b>Duration of Procedure Project:</b> See Amended Memorandum of Agreement</p> <p><b><u>SCHEDULING PROCEDURE PROJECT</u></b></p> <p>It is understood that any scheduling system must recognize limitations in City information and administrative systems.</p> <p>A "season" shall include all program activities/work up to the commencement of the following season.</p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

Scheduling issues arising out of the Scheduling Procedure Project shall not become the subject of a grievance.

The City will consider a number of factors including seniority along with past performance, qualifications and availability when offering work.

Part-time recreation staff shall be provided support and assistance with online submissions and the scheduling procedure, as needed.

**The Recreation Workers' Unit Scheduling Procedure shall be referenced in the Part-time Recreation Workers' Handbook.**

All part-time staff shall be given their full season schedule two (2) weeks prior to the start of the season/session, where possible/practicable. **Once schedules are confirmed, under any part of the Scheduling Procedure, any changes must be approved by Management or designate.**

**Administrative Procedures**

1) The City will notify all active Recreation Workers who have worked in the past twelve (12) months, effective as of the seniority report, ~~send out two (2) separate mail outs, including an information package and applicable forms,~~ **once** for the Fall/Winter **and once for the** Spring/Summer seasons. ~~, to all active Recreation Workers who have worked in the past twelve (12) months, effective as of the seniority report.~~

~~2) Forms must be returned to the City designate as identified on the form by the specified due date.~~

3) All online scheduling forms must be submitted as directed in the notification by the specified date and time.

**Important Note:** Employees will be advised in the above-noted two (2) notices mail-outs, that if they are not in receipt of wages ~~(exclusive of wages received for attending training)~~ for any period exceeding twelve (12) continuous months, for reasons other than approved leave of absence, including any leave granted in accordance with statute, he/she will lose his/her seniority.

**Application Process**

Each returning Local 79 Part-Time Recreation Worker in the Parks, Forestry & Recreation Division will indicate, ~~in writing,~~ on the appropriate online scheduling forms, by the specified due date established by the City, the following:

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

1. If they wish to return to the same program/classification and location that they worked at in the previous year and the same session/season. (~~General Programs—Yellow Form/Aquatic Programs—Blue Form~~)
2. If they wish to be considered for remaining available regularly scheduled work in the same program/classification at the same location. (~~General Programs—White Form/Aquatic Programs—Blue Form~~)
3. If they wish to be considered for remaining available regularly scheduled work in either the same program/classification at a different location, or a different program/classification at the same or any other location. (~~General Programs—White Form/Aquatic Programs—Blue Form~~)
4. If they wish to be considered for relief work. (~~General Programs—Yellow Form/ Aquatic Programs—Blue Form~~)
5. Those employees applying for numbers 3 & 4 above must confirm their qualifications, availability (days/times) and locations for all programs/classifications that they wish to be considered for. Resumes are strongly recommended.
6. Subject to The City establishing an electronic process with sufficient capabilities, the City will provide confirmation, acknowledging receipt of online forms that were received prior to the **specified** established due date.

**Important Note:** Staff who are on an approved leave, or are filling in for an approved leave and Temporary Full-time Assignments, shall be included in the scheduling procedure project and will receive all appropriate information.

**Important Note:** Failure to submit the necessary information by the due date may result in the employee not being scheduled for the coming season(s) without recourse.

**Regularly Scheduled Work**

**Part A - Returning Staff, Same Location, Same Season/Session, Same Classification, Same Shift  
(~~General Programs—Yellow Form/Aquatic Programs—Blue Form~~)**

- Returning employees who have submitted their form by the due date and subject to operational needs shall be offered the regularly scheduled work in the same program/classification, at the same location worked in the same season.
- If a returning employee's program is changed by the City (date/time or relocated) and subject to operational needs, the returning employee shall be offered said work.

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

- If a program is cancelled by the City, (but not due to low registration) and subject to operational needs, the returning employee shall be offered available regularly scheduled work in the same classification or any other classification for which they are qualified to perform at that location, failing which the City will then consider work for the employee in the same classification or any other classification they are qualified to perform within the Supervisory cluster, then the District.

**Important Note:** For summer aquatic and all camp operations, Staff will return to their previous classification(s), however, due to operational needs, including balance of gender requirements and/or level of experience, location and shift(s) are not guaranteed. In the event that a returning staff is transferred to a different work location, they shall be notified of the reason.

**Administrative Actions:**

- Community Recreation Programmer (CRP) or other City designate records if staff accepts position or not.

Confirmation of Employment and schedule will be provided to appropriate staff two (2) weeks prior to the beginning of each season/session, where possible/practicable. ~~Once schedules are confirmed any changes must be approved by Management or designate.~~

- Move to Part B.

**Part B - Increasing hours: Returning Staff, Same Location, Same Classification, Different Shift  
(General Programs – White Form/Aquatic Programs – Blue Form)**

Returning employees who have worked in the past twelve (12) months at the same location and in the same program/classification shall be offered the remaining regularly scheduled work, subject to being available, qualified to perform the work, operational needs and having had submitted the relevant form by the due date. Where more than one employee is available, qualified and has submitted the relevant form, the City will consider operational needs, past performance, availability and seniority when offering the work.

Assignment of regular shifts will be subject to staff not working in the same classification in excess of thirty-two (32) hours in one week with the exception of certain seasonal operations.

Seasonal operations will be determined by the City and include, but are not limited to, summer aquatics, ice rinks, snow centre operations, seasonal camps, registration periods, orientation sessions and school break operations.

Staff will not be scheduled to work more than forty-eight (48) hours in one week or eighty (80) hours in a



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

bi-weekly pay period.

**Administrative Actions:**

- Community Recreation Programmer (CRP) or other City designate to offer/assign remaining regularly scheduled work, according to the terms of the Scheduling Procedure ~~Project~~ and records if staff accepts position or not.

Confirmation of Employment and schedule will be provided to appropriate staff two (2) weeks prior to the beginning of each season/session, where possible/practicable. ~~Once schedules are confirmed any changes must be approved by Management or designate.~~

- Move to Part C.

**Part C - Increasing hours: Returning Staff, Same Location, Different Classification**

~~(General Programs – White Form/Aquatic Programs – Blue Form)~~

Returning employees who have worked in the past twelve (12) months at the same location and in a different program/classification shall be offered the remaining regularly scheduled work, subject to being available, qualified to perform the work, operational needs and having had submitted the relevant form by the due date.

Where more than one employee is available, qualified and has submitted the relevant form, the City will consider operational needs and seniority when offering the work.

Assignment of regular shifts will be subject to staff not working in the same classification in excess of thirty-two (32) hours in one week with the exception of certain seasonal operations.

Seasonal operations will be determined by the City and include, but are not limited to summer aquatics, ice rinks, snow centre operations, seasonal camps, registration periods, orientation sessions and school break operations.

Staff will not be scheduled to work more than forty-eight (48) hours in one week or eighty (80) hours in a bi-weekly pay period.

**Administrative Actions:**

- Community Recreation Programmer (CRP) or other City designate to offer/assign remaining regularly scheduled work, according to the terms of the Scheduling Procedure ~~Project~~ and records if staff accepts position or not.

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

Confirmation of Employment and schedule will be provided to appropriate staff two (2) weeks prior to the beginning of each season/session, where possible/practicable. ~~Once schedules are confirmed any changes must be approved by Management or designate.~~

- Move to Part D.

**Part D - Increasing Hours: City Wide: Returning Staff, Different Location, Any Classification  
(General Programs – White Form/Aquatic Programs – Blue Form)**

Employees who have worked in the past twelve (12) months shall be offered the remaining regularly scheduled work, subject to being available, qualified to perform the work, operational needs and having had submitted the relevant form by the due date.

Where more than one employee is available, qualified and has submitted the relevant form, the City will consider operational needs and seniority when offering the work.

Assignment of regular shifts will be subject to staff not working in the same classification in excess of thirty-two (32) hours in one week with the exception of certain seasonal operations. Seasonal operations will be determined by the City and include, but are not limited to summer aquatics, ice rinks, snow centre operations, seasonal camps, registration periods, orientation sessions and school break operations.

Staff will not be scheduled to work more than forty-eight (48) hours in one week or eighty (80) hours in a bi-weekly pay period.

**Administrative Actions:**

- Community Recreation Programmer (CRP) or other City designate to offer/assign remaining regularly scheduled work according to the terms of the Scheduling Procedure ~~Project~~ and records if staff accepts position or not.

Confirmation of Employment and schedule will be provided to appropriate staff two (2) weeks prior to the beginning of each season/session, where possible/practicable. ~~Once schedules are confirmed any changes must be approved by Management or designate.~~

- Move to Part E.

**Part E - Late Submission of Forms (General Programs – Yellow or White Forms/ Aquatic Programs – Blue Form)**

After all returning employees covered under Parts A, B, C, and D have been scheduled; employees whose forms are received after the deadline date, will be considered for remaining regularly scheduled work.

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

subject to operational needs, being available and qualified to perform the work.

Assignment of regular shifts will be subject to staff not working in the same classification in excess of thirty-two (32) hours in one week with the exception of certain seasonal operation. Seasonal operations will be determined by the City and include, but are not limited to summer aquatics, ice rinks, snow centre operations, seasonal camps, registration periods, orientation sessions and school break operations.

Staff will not be scheduled to work more than forty eight (48) hours in one week or eighty (80) hours in a bi-weekly pay period.

**Administrative Actions:**

- Community Recreation Programmer (CRP) or other City designate to offer/assign regularly scheduled work and records if staff accepts position or not.

Confirmation of Employment and schedule will be provided to appropriate staff two (2) weeks prior to the beginning of each season/session, where possible/practicable. ~~Once schedules are provided, staff shall not give up their approved schedule. Once schedules are confirmed any changes must be approved by Management or designate.~~

- CRP identifies all remaining vacant positions and appropriate qualifications of such positions.

**RELIEF WORK – (General Programs – Yellow Form/Aquatic Programs – Blue Form)**

Employees who have submitted their form(s) will be considered for relief work. Each facility will maintain a list of qualified staff, by classification, in seniority order.

Relief Work shall be offered to the most senior employee from the appropriate relief list who is available at that location considering the work to be done and scheduling efficacy.

**Important Note:** In circumstances where the City is not provided with the three (3) hour notice period in accordance with clause 28.03(b), program operation will take precedence.

**Important Note:** The City will determine how many employees are needed for relief lists at its locations and will advise employees accordingly. The City, in its discretion, may make whatever changes are necessary to the lists to ensure operational needs are met and, may limit the number of lists an employee can be on in order to ensure the needs of the operation are met.

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

~~Staff who receive payment to attend training must accept and work shifts during the session for which they were trained. Failure to accept and work shifts will result in the employee not being eligible for the same session the following year.~~

- Prior to being placed on a relief list for a location, an employee must complete a Facility Health & Safety Orientation. Requests for orientations shall not be unreasonably denied.
- Assignment of relief shifts will not be subject to the thirty-two (32) hour limit in the same classification in one week.
- Staff will not be scheduled to work more than forty eight (48) hours in one week or eighty (80) hours in a bi-weekly pay period.

**Administrative Actions:**

- When the absence is known in advance the "shift owner" must complete a Shift Replacement Form identifying a **qualified replacement who will be backfilling their shift** and signed agreement from said replacement using the Shift Replacement Form ~~who will be backfilling their shift~~. This form **can be e-mailed or hand-delivered**, and must be authorized by the Community Recreation Programmer (CRP)/Supervisor.

**SENIORITY**

For the purpose of this procedure ~~project~~, the City shall provide the Union with a copy of the seniority list at snapshot dates and said snapshot dates will be used for determining seniority for the purposes of administering the scheduling procedure ~~project~~. Snapshot dates will be updated for each notification mail-out.

**ASSESSMENT**

At the end of each season/session, if requested by either party, the City and the Union shall meet to assess the Scheduling Procedure ~~Project~~, and if agreed to by both parties, amend forms/procedures, where necessary.

An e-mail address and hotline telephone numbers (City and Local 79) will be made available for employees to ask questions and/or provide feedback on an on-going basis.

**DISPUTE RESOLUTION**

Where a dispute arises regarding the scheduling of an employee, the employee's immediate supervisor will be given an opportunity to discuss and address the dispute. Should the dispute not be resolved with the immediate supervisor, the employee, a Local 79 representative and the Recreation Unit Officer shall meet



**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	<p>with two (2) City designates to discuss the dispute with a view to resolving the matter. <b>There will be one (1) prescheduled dispute resolution meeting at the beginning of each of the Winter, Fall and Spring seasons, and two (2) prescheduled dispute resolution meetings at the beginning of the Summer season. The parties may schedule additional dispute resolution meetings if required.</b> The City shall provide a timely decision with respect to the matter. Any such dispute will not be subject to the grievance process.</p> <p>During the dispute resolution procedure, access to documents and information including payroll records, forms and seniority lists concerning the dispute shall not be unreasonably denied.</p> <p><b>Cancellation of Programs and/or Services</b></p> <p>The City agrees to provide Local 79 four (4) weeks' notice, wherever possible, of cancellation of programs and/or services for reasons other than insufficient registration/participation, and further agrees to meet within ten (10) days to discuss situations where there may be a significant impact on hours of work available to Local 79 members. Seniority of affected employees will be considered when hours of work have been impacted.</p> <p><b>Inclement Weather:</b></p> <p>In the event there is inclement weather resulting in a decreased need of, or a cessation of operations for the day, where operationally feasible, staff will be offered alternative duties for the duration of the shift. In the event that there is a reduction in staffing, staff shall first be sent home on a voluntary basis, then in accordance with operational requirements taking into account seniority and qualifications.</p> <p><b>Termination of this Memorandum:</b></p> <p>This Memorandum will expire on December 30, 2019 2045. Notwithstanding the foregoing, the Scheduling Procedure <del>Project</del> can be terminated by either the Union or the City upon a minimum of sixty (60) calendar days' written notice to the other party.</p>
<b>NEW LOI</b>	<p><b>Add New Letter of Intent as follows:</b></p> <p style="text-align: center;"><u><b>Seniority for the Scheduling Procedure</b></u></p> <p><b>The parties agree to meet <i>within one-hundred-and-twenty (120) days of ratification of the Collective Agreement during the term of this agreement</i> to discuss seniority for the Scheduling Procedure, including relief lists, <del>(Relief Lists)</del>, for the purpose of determining the feasibility of more frequent</b></p>

**CITY OF TORONTO MANAGEMENT PROPOSALS  
CUPE LOCAL 79 RECREATION WORKERS – PART-TIME COLLECTIVE AGREEMENT  
GIVEN TO LOCAL 79 – March 2, 2016**

	seniority updates than the current "snapshots" two (2) times per year. The parties will explore the possibility of linking to, or in some way utilizing the current clause 16.03, wherein the City provides Local 79 with an up-to-date seniority list in January, April, July and October of each year.
<b>NEW Memorandum of Agreement Item</b>	<p>Add new Memorandum of Agreement Item as follows:</p> <p style="text-align: center;"><b>Memorandum of Agreement</b></p> <p style="text-align: center;"><b><u>Critical/Serious Incident or Accident</u></b></p> <p>1) In the event of a critical/serious incident or accident in a City workplace or where Local 79 employees are required to respond to a critical/serious incident in the community or in a community where Local 79 members have a working relationship, the City shall, in instances where it deems it appropriate, provide the following:</p> <p>Debriefing for directly affected employees, in a timely manner; and EAP counselling services shall be made available in the affected workplace(s), as quickly as possible;</p> <p>Employee attendance shall be encouraged.</p> <p>2) Notwithstanding clause (1) above, the City shall provide EAP counselling upon request by an employee who has been affected by a critical/serious incident as described in clause (1) above. The City shall also make its best efforts to ensure that staff are aware of how to access the City's EAP service.</p> <p>Flow through from Full Time Agreement Flow through to all Part Time Agreements.</p>

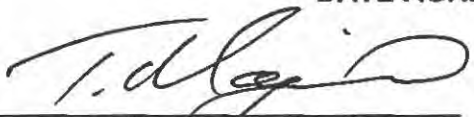
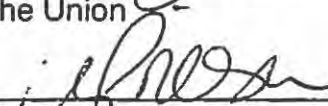
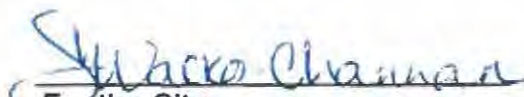
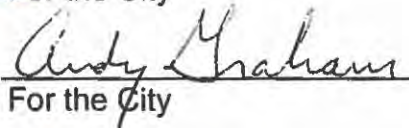
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**Article 7 – NO DISCRIMINATION OR HARASSMENT**

**Amend clause 7.01 as follows:**

- 7.01 The City and Local 79, their respective servants and agents agree that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, scheduling or otherwise by reason of race, creed, ancestry, place of origin, colour, ethnic origin, citizenship, record of offences, political or religious affiliation, sex, sexual orientation, **gender expression, gender identity**, age, marital status, family status, disability nor by reason of membership in a labour union, and the City agrees that it will not, either directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, steward, committee member or member at large of Local 79.

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

<b>DATE AGREED: December 16, 2015</b>	
<div style="text-align: center;"> _____ For the Union</div> <div style="text-align: center;"> _____ For the Union</div> <div style="text-align: center;"><u>Feb 4 2016</u> Date signed off</div>	<div style="text-align: center;"> _____ For the City</div> <div style="text-align: center;"> _____ For the City</div> <div style="text-align: center;"><u>Feb 4, 2016</u> Date signed off</div>




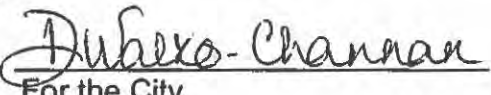
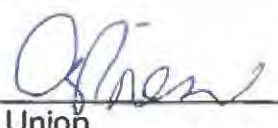
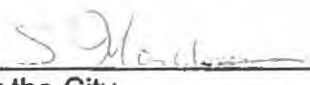
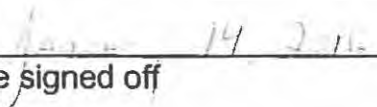
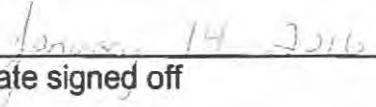
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**Article 14 – GRIEVANCE PROCEDURE**

**Amend clause 14.08 as follows:**

- 14.08 ~~Once Local 79 has processed a grievance to arbitration, both parties may within forty (40) workdays~~ **The parties may agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of Local 79. Time spent in attendance at mediation during an employee's regular working hours shall be without loss of pay. The parties will jointly, in equal shares, bear the expenses of the Mediator. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice. In the event that no mutually agreeable resolution is reached, the grievance will proceed to arbitration.**

***Flow through from Full Time Agreement  
Flow through to all Part Time Agreements***

<b>DATE AGREED: December 16, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off



**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

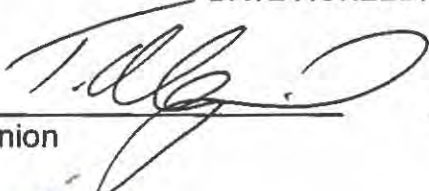
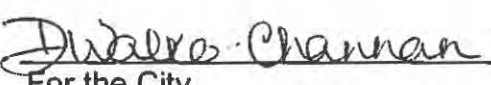
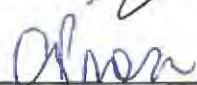
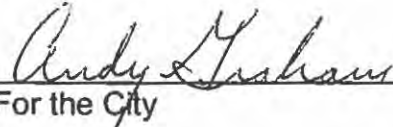


**Article 14 – GRIEVANCE PROCEDURE AND ARBITRATION**

**Amend clause 14.26 as follows:**

**Disciplinary Discussions and Notations**

- 14.26** Whenever an employee is requested to report for a disciplinary discussion with a supervisor, prior to any disciplinary action being taken, such employee shall be advised of his/her right to a steward or Local 79 representative, as appointed/selected by Local 79 under clause 14.05 to be present at such meeting. Local 79 shall ensure that such representative is available within **forty-eight (48) ~~twenty-four (24)~~** hours of receiving such request. Where such representation is not provided within the **forty-eight (48) ~~twenty-four (24)~~** hours the employee shall be advised of his/her right to the presence of an employee of his/her choice who is on duty at his/her place of work at the time the discussion takes place.

***Flow through from Full Time Agreement***

<b>DATE AGREED: February 17, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

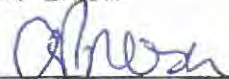
**Article 14 – DISCIPLINARY DISCUSSIONS AND NOTATIONS**

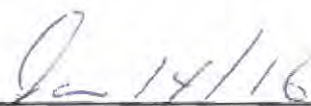
**Amend clause 14.26 as follows:**

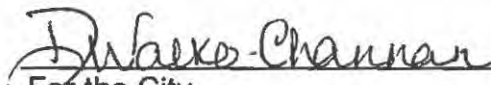
14.26 Whenever an employee is requested to report for a disciplinary discussion with a supervisor, prior to any disciplinary action being taken, such employee shall be advised of his/her right to a steward or Local 79 representative, as appointed/selected by Local 79 under clause 14.05 to be present at such meeting. Local 79 shall ensure that such representative is available within twenty-four (24) hours of receiving such request. Where such representation is not provided within the twenty-four (24) hours the employee shall be advised of his/her right to the presence of an employee of his/her choice who is on duty at his/her place of work at the time the discussion takes place.

**DATE AGREED: December 16, 2015**

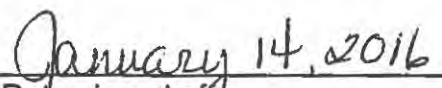
  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
Date signed off

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**


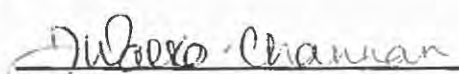


**Article 14 – GRIEVANCE PROCEDURE AND ARBITRATION**

**Amend clause 14.29(b) (i) as follows:**

14.29(b)(i) The grievance shall be placed before one (1) of the following arbitrators:

<del>Robert Herman</del>	<b>Susan Stewart</b>
Marilyn Nairn	
<del>Maureen Saltman</del>	<b>Jasbir Parmar</b>
Christopher Albertyn	
<del>Paula Knopf</del>	<b>Elijah Gedalof</b>
Christine Schmidt	

***Flow through from Full Time Agreement  
Flow through to all Part Time Agreements***

<b>DATE AGREED:</b> February 15, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Feb 22, 2016</u> _____ Date signed off	<u>Feb 24/16</u> _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**Article 14 – DISCIPLINARY DISCUSSIONS AND NOTATIONS**


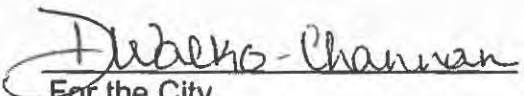
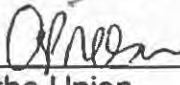
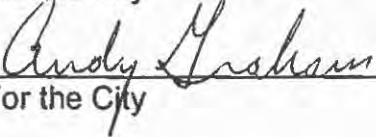
**Amend clause 14.32 as follows:**

**Prescheduled Grievance Meetings**

- 14.32 The **Employee and Labour Relations Division and Local 79** shall develop an annual schedule of meetings by Division for divisional Step 2 grievance meetings, Step 3 grievance meetings, **Policy grievance meetings** and mediation meetings.

The **Employee and Labour Relations Division and Local 79** agree to mutual co-operation in the development of lists of grievances to be discussed at grievance meetings at least two (2) calendar weeks prior to the pre-scheduled dates.

***Flow through from Full Time Agreement  
Flow through to all Part Time Agreements***

<b>DATE AGREED: January 28, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Feb 16, 2016</u> _____ Date signed off	<u>February 19, 2016</u> _____ Date signed off



**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**Article 15 – LEAVE OF ABSENCES**

**Amend clause 15.15(a) as follows:**

15.15(a) Upon request from Local 79, the City shall provide a full-time leave of absence for the Chief Steward and three (3) Unit Officers of Local 79. In addition the three (3) Unit Officers representing the Long Term Care Homes and Services Part-Time, Unit B Part-Time and Recreation Workers Part-Time, or alternates as designated by Local 79 will be granted leaves of absence of two (2) days per week without loss of pay or benefits. The leave of absence for the Chief Steward and Unit Officers shall result in no loss of seniority or service. The City shall pay the wages, vacation and benefits of the Chief Steward and Unit Officers and shall invoice Local 79. Local 79 shall remit, forthwith, full reimbursement for the Chief Steward and Unit Officers' wages, vacation and benefits to the City.


**Clarity Note:**

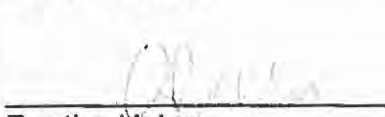
**A Part-time Unit Officer(s) will provide the City with his/her proposed leave of absence days as note above as early as possible. A Part-time Unit Officer(s) may from time to time flex his/her leave of absence days within a thirty (30) day period. Such changes to his/her proposed leave of absence days will be reported to the City as soon as possible and will not result in a Part-time Unit Officer taking more than the equivalent leave of absence days for Unit Officer duties noted in the clause above within a thirty (30) day period.**

***Flow through from Full Time Agreement  
Flow through to all Part Time Agreements***

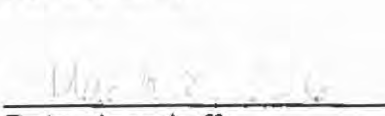
**DATE AGREED: February 15, 2016**

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
Date signed off

  
\_\_\_\_\_  
Date signed off


**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

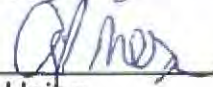
**Article 16 – SENIORITY**

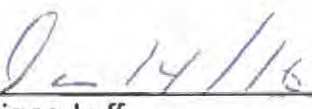
**Amend clause 16.04 as follows:**

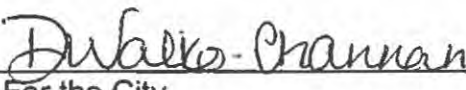
16.04 ~~Within six (6) months, t~~ The City shall notify employees on their bi-weekly pay stubs of their accumulated hours for seniority purposes.

**DATE AGREED: December 8, 2015**

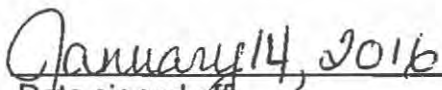
  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
Date signed off

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
Date signed off


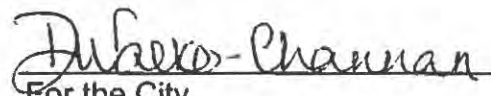


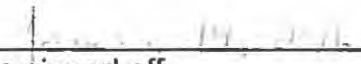
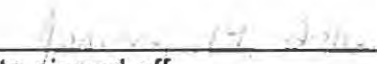
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**Article 21 – HEALTH AND SAFETY**

**Delete clause 21.03 as follows:**

~~21.03 — An employee who is pregnant and works with a video display terminal for a majority of her daily working hours, shall, provided her physician so recommends, be temporarily re-assigned to other duties without loss of pay or benefits until the commencement of her pregnancy leave.~~

*Flow through from Full Time Agreement  
Flow through to all Part Time Agreements*


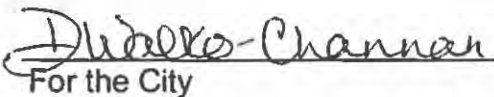
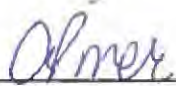


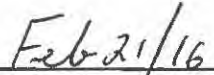
<b>DATE AGREED: December 16, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**Article 28 – SCHEDULING**

**Amend Clause 28.06 as follows:**

28.06 Each employee shall provide the employer with his/her most recent address, **email** and telephone number to be used.

<b>DATE AGREED: December 2, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off



**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**


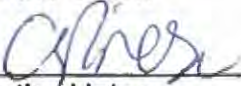
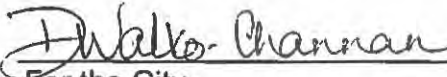
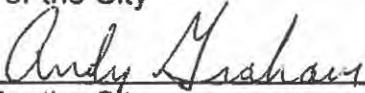
**Article 30 - JOB POSTINGS**

**Amend clause 30.01 (a) as follows:**

**Job Posting to the Full-Time Bargaining Unit**

30.01(a) Employees covered by this Agreement shall have access to the Job Posting procedure as set out in Article 15 (Job Postings) of the **Local 79 Full Time** ~~full-time~~ Collective Agreement. ~~between Local 79 and the City as appended to this agreement (Appendix B).~~

***Flow through to all Part Time Agreements, as appropriate***

<b>DATE AGREED: December 16, 2015</b>	
<div style="text-align: center;"> _____ For the Union</div> <div style="text-align: center;"> _____ For the Union</div> <div style="text-align: center; margin-top: 20px;"><u>Feb 16, 2016</u> Date signed off</div>	<div style="text-align: center;"> _____ For the City</div> <div style="text-align: center;"> _____ For the City</div> <div style="text-align: center; margin-top: 20px;"><u>February 19, 2016</u> Date signed off</div>

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

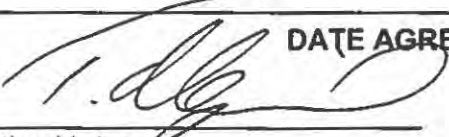
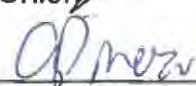
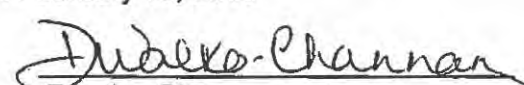
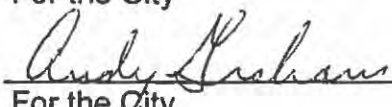
**Article 30 - JOB POSTINGS**

**Amend clause 30.02 as follows:**

**Part -Time Employment Opportunities**

30.02 Employees who are interested in being considered for an existing or a newly created part-time position within the Recreation Workers Part-Time Bargaining Unit **shall apply** ~~may do so~~ through the Recreation Workers' Unit Scheduling **Procedure Project**. Opportunities for any newly created positions will be identified on the City's website.

Every effort will be made to ensure that the newly created positions are identified on the City's website in sufficient time before forms are required to be returned to the City as part of the Recreation Workers' Unit Scheduling **Procedure Project**.

<b>DATE AGREED: February 15, 2016</b>	
<div style="text-align: center;"> _____ For the Union</div> <div style="text-align: center; margin-top: 20px;"> _____ For the Union</div> <div style="text-align: center; margin-top: 20px;"><u>Feb 20/16</u> _____ Date signed off</div>	<div style="text-align: center;"> _____ For the City</div> <div style="text-align: center; margin-top: 20px;"> _____ For the City</div> <div style="text-align: center; margin-top: 20px;"><u>Feb 21/16</u> _____ Date signed off</div>

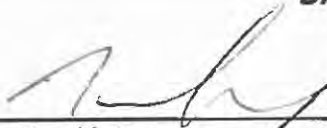
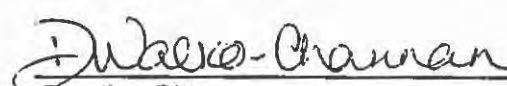
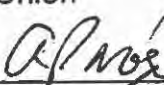
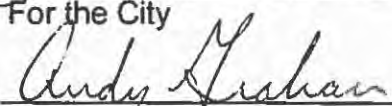
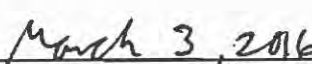
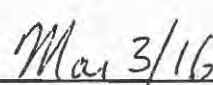
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**Article 30 - JOB POSTINGS**

**Amend clause 30.03 as follows:**

- 30.03 Employees who are interested in being considered for a part-time position in another Local 79 Part-Time Bargaining Unit, ~~shall~~ **may** apply to externally posted part-time positions through the City's external website.

***Flow through to all Part Time Agreements as appropriate***

<b>DATE AGREED: December 16, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off


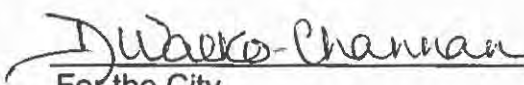
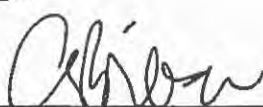
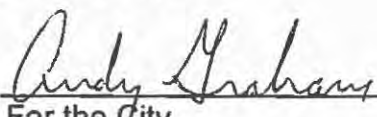
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**Article 37 – PRINTING OF THE COLLECTIVE AGREEMENT**

**Amend clause 37.02 as follows:**

**37.02**      The City shall post ~~seniority lists, a list of officers and Stewards of Local 79 and the~~ Collective Agreements on the City of Toronto's Intranet as soon as reasonably possible following ratification. **The City shall post a link to Local 79's website for the purpose of providing Local 79 members with access to seniority lists and a list of Officers and Stewards.**

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

<b>DATE AGREED: February 8, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Feb 16 / 16</u> Date signed off	<u>February 19, 2016</u> Date signed off




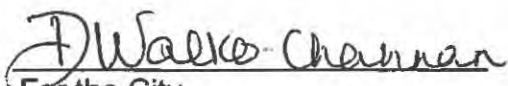

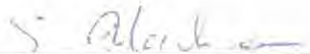
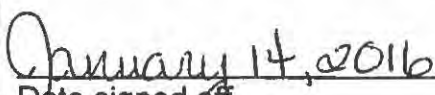
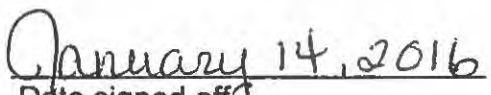
**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**Article 37 – PRINTING OF THE COLLECTIVE AGREEMENT**

**Amend clause 37.03 as follows:**

- 37.03 The City agrees to provide, upon request from an employee or from Local 79 on behalf of an employee, a copy of the applicable new Collective Agreement between Local 79 and the City in a **format compliant with the Accessibility for Ontarians with Disabilities Act (AODA)**. ~~large print or Braille format for those employees with visual impairments.~~

*Flow through from Full Time Agreement  
Flow through to all Part Time Agreements*

<b>DATE AGREED: December 16, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**Article 44 – CITY OF TORONTO POLICIES**

**Amend clause 44.02 as follows:**


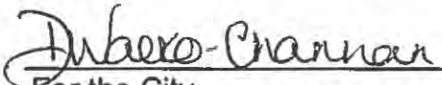
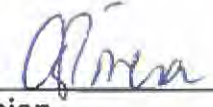
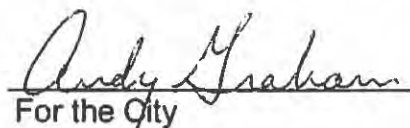

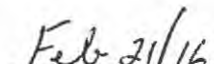
**44.02**        The parties agree to ~~continue~~ append the following to the Collective Agreement:

**Employees Seeking Election to Political Office Policy  
Family Medical Leave Policy  
First Aid, Parks Forestry and Recreation Policy  
Leave Without Pay Policy  
Military Service Policy  
Protective Equipment, Protective Clothing and Wearing Apparel Policy  
Request for Parking for Employees with a Disability Procedure Document  
Working Alone Safely Policy  
Workplace Violence Policy**

**The most up-to-date version of these and other City of Toronto policies are available on the City of Toronto Intranet Website.**

***Flow through from Full Time Agreement.***

***Flow through to all part time agreements, as appropriate.***

<b>DATE AGREED: February 10, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**Article 28 – SCHEDULING**

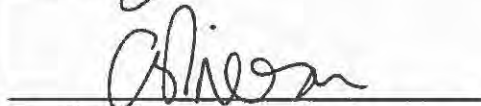
**Amend Letter of Intent as follows:**

**LETTER OF INTENT  
EMPLOYEE NOTIFICATION IN THE EVENT OF EMERGENCY CLOSURES**

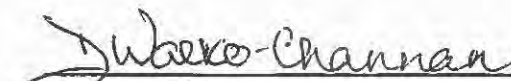
~~Within thirty (30) days following ratification, the City agrees to meet with Local 79 to develop a communication strategy to notify affected employees under this Collective Agreement.~~ **In the event of an emergency facility closure within the Parks, Forestry and Recreation Division, the City shall notify affected employees as soon as possible within forty-eight (48) hours of the closure.**

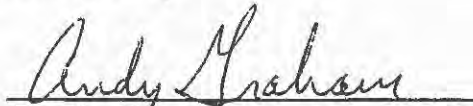
**DATE AGREED: February 8, 2016**

  
For the Union

  
For the Union

Feb 16/16  
Date signed off


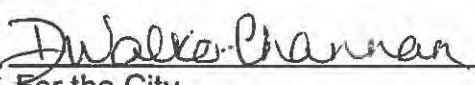
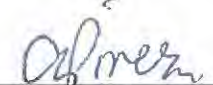
  
For the City

  
For the City

February 19, 2016  
Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

- Renew Appendix A**    **Manual for Job Description, Evaluation and Wage Administration**
- Renew Appendix B**    **Article 15 – JOB POSTINGS (FULL-TIME COLLECTIVE AGREEMENT)**
- Delete Appendix C**    **TRIAL SCHEDULING PROJECT PROCEDURE RECREATION  
WORKERS UNIT**
- Renew Appendix D**    **Local 79 Protective Equipment Protective Clothing and Wearing  
Apparel Policy**

<b>DATE AGREED: February 8, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Feb 20/16</u> _____ Date signed off	<u>Feb 21/16</u> _____ Date signed off



**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT**

**Renew the following Memorandum of Agreement item:**

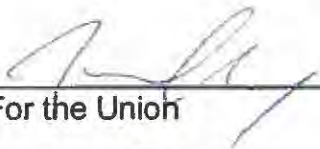
**Article 30 JOB POSTINGS**

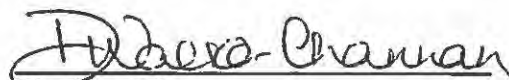
**Temporary Full-Time Assignment Pilot Project**

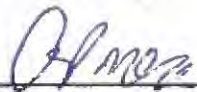
1. Where it is known that a full-time employee will be absent for a period of three (3) months or more, but less than twelve (12) months, an Expression of Interest shall be circulated in the Parks, Forestry and Recreation Division ("the Division"), subject to operational requirements.
2. Expressions of Interest may include the following information:
  - (a) Qualifications and general duties;
  - (b) Duration of the assignment;
  - (c) Location;
  - (d) Salary range;
  - (e) Hours per week;
  - (f) Number of vacancies;
  - (g) Contact person; and
  - (h) Time limit for receiving applications.
3. Incumbents will be chosen in a fair and transparent manner, in accordance with City policies, and with due regard for operational issues.
4. Assignments are accepted at the discretion of the employee and can be terminated at the request of either party.
5. Assignments may be extended beyond the approved term and may be cancelled prior to the end of the approved term.
6. Exceptional situations will be evaluated on a case-by-case basis.
7. A list of qualified candidates will be established and will remain in effect for six (6) months. This list may be used to fill any future identical assignments.


8. Employees will continue to be subject to the terms of the Recreation Workers Collective Agreement for the duration of the assignment.
9. Any disputes arising out of the implementation and/or application of this Memorandum of Agreement will be referred to the General Manager or his/her designate and the President of Local 79 or his/her designate.
10. At the request of either party, the parties shall meet every six (6) months to review the Memorandum of Agreement.
11. This Memorandum of Agreement shall expire on December 31, 2019~~15~~.


**DATE AGREED:** February 10, 2016

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
Date signed off

  
\_\_\_\_\_  
Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**


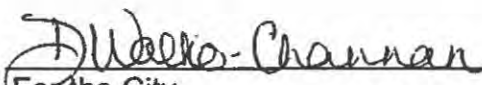


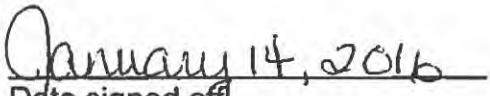
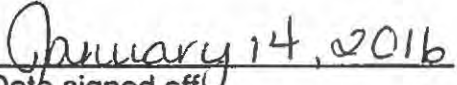
**MEMORANDUM OF AGREEMENT**

**Renew the following Memorandum of Agreement item:**

**BULLETIN BOARDS**

Dedicated space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations determined by the City and the Union. Such bulletin boards shall be in areas where employees will have access to them. The Union shall have the right to post notices of meetings and such other notices as may be of interest to its members. Problems may be identified by either party and shall be the subject of discussion.

***Flow through from Full Time Agreement  
Flow through to all Part Time Agreements***

<b>DATE AGREED: December 16, 2015</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

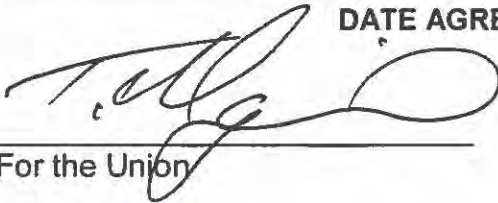
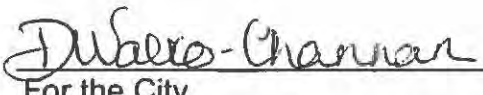

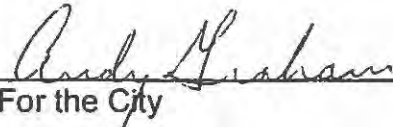

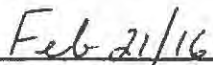
**MEMORANDUM OF AGREEMENT**

Add a new Memorandum of Agreement as follows:

**CORRESPONDENCE TO LOCAL 79**

The City will ensure that all correspondence directed to CUPE Local 79 other than that related to the Grievance and Arbitration process or as otherwise stipulated in this Collective Agreement, shall be in writing and addressed to the President and **submitted by mail or email.**

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

<b>DATE AGREED:</b> February 17, 2016	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date signed off	 _____ Date signed off



**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS - PART-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT**

**Renew the following Memorandum of Agreement item:**

**Article 2  
RECOGNITION**

**Process For The Placement Of Employees  
And/Or Positions Into The Full-Time Agreement**

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 79  
(hereinafter "Local 79")

- and -

CITY OF TORONTO  
(hereinafter the "City")

**WHEREAS** pursuant to the Memorandum of Agreement Local 79 and the City agreed to develop a process to ensure employees and/or positions are placed in the appropriate bargaining unit.

**AND WHEREAS** Local 79 and the City have met to develop a process to determine whether employees and/or positions should be placed in the full-time bargaining unit.

**NOW THEREFORE** Local 79 and the City agree as follows:

- 1 At such time as the Director of Employee and Labour Relations or his/her designate is notified by Local 79, a Local 79 member or a member of management that a Local 79 member in one of the part-time units may, in fact, be a full-time employee, a review will be conducted. Such review shall take place to determine whether the employee has worked full-time in accordance with clause 2 below and whether the employee will continue to be scheduled for full-time work. In determining whether an employee will continue to be scheduled for full-time work, the following shall apply:

In all cases, the employee shall be considered as continuing to be scheduled for full-time work unless the department provides in writing to Local 79 and the employee reasonable justification supportive of a claim that the employee will not continue to be scheduled for full-time work.

- 2 (a) An employee shall be deemed to work full-time hours if the employee has worked a minimum of thirty-five (35)/forty (40) hours per week, fifty-two (52) weeks per year, inclusive of sick time, vacation and statutory holidays and any other leaves of absence, approved in writing, for the twelve (12) consecutive month period preceding

- 6 Employees deemed to be full-time in accordance with 1 above, shall move into the full-time unit as a temporary employee. As soon as possible thereafter a review of the status of the employee will take place. If the review determines that the employee has been continuously employed in the same position full-time for longer than two (2) years prior to movement into the full-time unit the employee will become a permanent employee and confirmed in the position unless the position is one to which a permanent employee has a claim or the position is expected to be eliminated in the near future.

It is understood that the job posting provisions of the agreement will not apply in this situation.

If, following movement into the full-time unit, the temporary employee has been continuously employed in the same position for longer than one (1) year, the status of the position will be reviewed with Local 79 and the City and if the position is considered permanent, the position will be posted in accordance with Article 15, (Job Postings)

- 7 The classifications of the employees moved into the full-time unit will not be used during wage harmonization of the full-time unit classifications nor the wage harmonization in the part-time unit the employee was transferred from. Instead, after wage harmonization of the full-time unit and the part-time unit the group of employees who have moved into the full-time unit through this process will be looked at separately for wage harmonization.
- 8 The parties recognize the need on a continuing basis to ensure that employees are placed in the appropriate bargaining unit and, accordingly, agree that on an annual basis the City shall provide to Local 79 for its review a detailed listing of all employees covered by Local 79 Part-Time Collective Agreements with as much work-related detail as possible.
- 9 If at any time the parties find it necessary to amend the terms of this Agreement in order to address any unanticipated matters that may arise, the parties agree to meet to discuss any such matter(s) and provided there is mutual agreement, effect any such amendments(s) that may be appropriate.
- 10 Should any concerns or disputes arise out of the operation of this Letter of Intent, the Director of Employee and Labour Relations or his/her designate shall meet with the representatives of Local 79 within ten (10) calendar days of the receipt of the concerns or disputes.
- 11 Any dispute concerning the interpretation, application or administration of this Agreement including but not limited to whether an employee should be placed under the Full-Time Collective Agreement shall be dealt with in accordance with the grievance and arbitration provisions of the Full-Time Collective Agreement.

Dated at Toronto this 9th day of August 2002

**For Local 79**

Anne Dembinski (signed)

Nancy Murphy (signed)

Derek Lue (signed)

**For the City**

Catherine Bossuyt (signed)

**Flow through to all Part Time Agreements.**

**DATE AGREED:** February 8, 2016

Tully  
For the Union

D Waers - Channan  
For the City

Almon  
For the Union

Andy Kishan  
For the City

Feb 2016  
Date signed off

Feb 21/16  
Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS PART-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT**

**Add a new Memorandum of Agreement as follows:**

**Memorandum of Agreement**


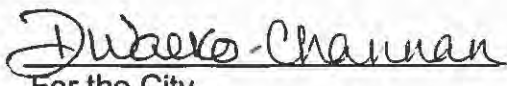
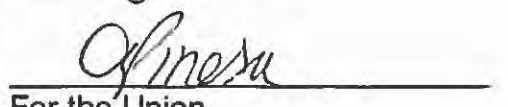
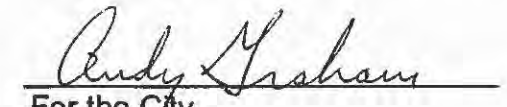
**Crisis Prevention Intervention Training**

The parties acknowledge the importance of ensuring that employees have the skills necessary to de-escalate interactions with the public, clients, and residents when required.

The parties acknowledge that some City Divisions provide training to employees that the Division deems appropriate for the type of situations employees may encounter.

Where Local 79 identifies City Divisions where training is not currently offered, and where both the Division and Local 79 agree that such training, will be beneficial to employees, the Division, in consultation with the Joint Health and Safety Committee, will develop and implement training

**Flow through from Full Time Agreement  
Flow through to all Part Time Agreements**

<b>DATE AGREED: February 24, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Feb 27, 2016</u> _____ Date signed off	<u>Feb 27/16</u> _____ Date signed off



**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS PART-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT**

**Add a new Memorandum of Agreement as follows:**

**Memorandum of Agreement**

**Domestic Violence / Intimate Partner Violence Policy**

The parties agree that the City's Domestic Violence policy shall continue to be posted electronically.

The City and Local 79 acknowledge that members of the Occupational Health and Safety Coordinating Committee are presently undertaking a review of the Domestic Violence Policy, and where there is agreement that changes are necessary to update the policy, the City will revise the existing policy and implement any changes required.

The Occupational Health and Safety Coordinating Committee will also consider whether training on the Policy would be beneficial for employees and management.

**Flow through from Full Time Agreement  
Flow through to all Part Time Agreements**

**DATE AGREED: February 24, 2016**

For the Union

For the City

For the Union

For the City

Date signed off

Date signed off

**CUPE LOCAL 79  
AND  
CITY OF TORONTO  
RECREATION WORKERS PART-TIME AGREEMENT**

**MEMORANDUM OF AGREEMENT**

**Add a new Memorandum of Agreement as follows:**

**Memorandum of Agreement**


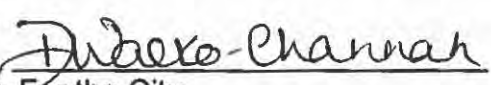
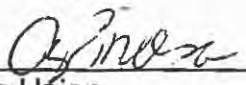
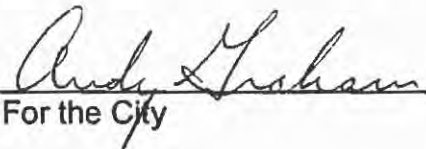
**Training to Improve Opportunities for Internal Mobility**

The City and Local 79 are committed to developing strategies to improve career development opportunities for employees in a manner that is consistent with the City's operational needs. Within 120 days of <insert ratification date> the City and Local 79 will meet to identify training opportunities such as:

- skills upgrading,
- online software training,
- basic computer skills training, or
- divisional specific software training where appropriate i.e. to assist employees to proceed within the natural line of progression for their job classification,

that the City can offer to assist employees.

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

<b>DATE AGREED: February 24, 2016</b>	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>Feb 27, 2016</u> _____ Date signed off	<u>Feb 27/16</u> _____ Date signed off