

MEMORANDUM OF SETTLEMENT

BETWEEN:

CITY OF TORONTO
Hereinafter referred to as the "City"

and





CUPE LOCAL 79 – RECREATION WORKERS PART-TIME
Hereinafter referred to as the "Union"

1. The parties herein agree to the terms of this Memorandum and the attached agreed to items as constituting full settlement of all matters in dispute. This settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals for ratification.
3. The parties agree that the statutory freeze period will continue until the parties have an opportunity to ratify with their respective principals.
4. The parties herein agree that if ratified the term of the Collective Agreement shall be from January 1, 2020, to December 31, 2024. 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 agreed to items shall amend the collective agreement that expired on December 31, 2019 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 agreed and agreed to items attached hereto.






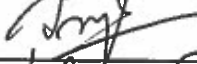
7. The Parties further agree that any and all proposals made or exchanged in the course of negotiations or otherwise, which are not set out in the attached, are withdrawn on a without prejudice basis to any position the parties may take in any subsequent rounds of bargaining.

Dated at Toronto this 13th day of March, 2020

For the Union:


Jason Egan
Casey Barnett
Arden Miller



FRED SHILSON

For the City:


J. Waako-Channan


El. Wolfson


Cynthia Bittner

Valerie P.

**CUPE LOCAL 79
AND
CITY OF TORONTO
RECREATION WORKERS - PART-TIME AGREEMENT
March 13, 2020**

**Article 9
WAGES AND SALARIES**

The City proposes the following wage increases for the term of the Collective Agreement:

- January 1, 2020 1.0% added to base
- January 1, 2021 1.0% added to base
- January 1, 2022 1.0% added to base
- January 1, 2023 1.50%, July 1, 2023 0.25% added to base
- January 1, 2024 1.75% added to base

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 13, 2020

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
March 13, 2020**

Agreed to AMEND Clause 15.15(A) Leave of Absence for Chief Steward and Unit Officers 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 four (4) ~~three (3)~~ Unit Officers of Local 79, ~~not to be appointed from the same Division~~. 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 five (5) ~~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 for fifty percent (50%) of all costs associated with these leaves. ~~with the exception of one (1) full-time Unit Officer leave and one (1) part-time Unit officer leave, which will be City paid~~ Local 79 shall remit, forthwith, full reimbursement for the Chief Steward and Unit Officers' wages, vacation and benefits to the City.

Flow through from the Full-Time Collective Agreement
Flow through to Part-Time Collective Agreements

**Article 15
LEAVES OF ABSENCE**

Proposes a NEW Clause 15.XX as follows:

15.XX Personal Illness or Family Emergency Leave

Employees who have completed more than five (500) hundred hours, shall be granted leave of absence with pay for two (2) ~~one (1)~~ shifts per year to attend to matters relating to personal illness or family emergency of the following:

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

An employee taking this leave is required to provide as much notice as possible but not less than one hour prior to his/her start time. The Employee shall be required to provide the reason for the leave. ~~evidence reasonable in the circumstances that they are eligible to take this leave.~~

**Article 21
HEALTH AND SAFETY**

Agreed to Clause 21.XX Serious Incident as follows:

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

Agreed to Clause 21.XX as follows:

Employees may request additional resources and staffing for participants who require additional support (i.e. Adapted and Integrated) and the request will be considered.

**Article 27
RE-CERTIFICATION/EDUCATION, TRAINING AND UPGRADING PROGRAMS**

Agreed to Article 27 as follows:

- 27.01 a)** For employees who have passed a probationary period, and where the City does not provide re-certification opportunities using in-house staff, the City will pay the cost of any required and approved CPR, first aid, aquatic or aerobic fitness re-certification that the employee requires to perform the duties of a position in which he/she is currently scheduled. **All re-certification training and training providers must first be pre-approved by the Supervisor or a designate.**
- b)** Should the City determine that training ~~be~~ is mandatory, employees will be provided with more than one option for date / time or an equivalent training session subject to operational requirements and must be approved by a Manager or designate. Adequate notice for training will be provided.
- c)** Employee requests to attend mandatory classification specific training shall not be unreasonably denied subject to operational requirements.

**Article 28
SCHEDULING**

Agreed to a NEW Clause 28.XX as follows:

28.XX Employees commencing a statutory leave shall receive a letter acknowledging that they will be on a statutory leave and that they will maintain the same shifts that they worked in the four (4) seasons immediately prior to the commencement of their leave, in accordance with operational needs.

Before returning from a statutory leave, employees shall advise the City, through the request for work system by the applicable deadline, of their intention to return to the same shifts set out in the letter or if their preferences have changed. Where the employee's preferences have changed, they shall be treated in accordance with the Scheduling Procedure.

Agreed to a NEW Memorandum of Agreement Item as follows:

ALTERNATE RATE ASSIGNMENT REVIEW OF RECREATION WORKERS IN FULL TIME ASSIGNMENTS

Every January 1st, a review of Recreation Workers who are Alternate Rated to a full time assignment for a continuous period of 12 months or greater in the same job classification and Division shall take place. The City will provide L79 with the review information no later than June 30th of the review year. The purpose of the review shall be to determine if the full time assignment is expected to continue. Should the assignment be required to continue, the employee will be reassigned to the Full-Time Local 79 bargaining unit as a temporary full time employee. Should the temporary assignment end, the employee will be treated in accordance with Letter of Intent - Treatment of Recreation Workers in Temporary Full-Time Assignments.

Proposes a NEW Letter of Intent as follows:

**LETTER OF INTENT
PART-TIME POOL IN-CHARGE**

A Part-time Pool In-Charge scheduled to work a shift during which more than three (3) instructional streams are running simultaneously, shall only be required to enter the water in circumstances necessary:

- to provide short term instructional coverage in the event a member of staff is absent;
- to provide instructional assistance, training or mentorship to other staff, as needed;
- In the event of an emergency; and/or to ensure the health and safety of staff, program participants and members of the public.

Proposes to AMEND the Memorandum of Agreement Item - RECREATION WORKERS' UNIT SCHEDULING PROCEDURE (RWSP) to include the following:

Applicable Area: City Wide – Parks, Forestry & Recreation Division

Proposed Start Date: As soon as is practicable

Proposed End date: December 30, 2024 ~~XX19~~

Date of Seniority List: Snapshot Dates for Fall, / Winter, and Spring, and /Summer

~~Duration of Procedure: See Amended Memorandum of Agreement~~

SCHEDULING PROCEDURE

It is understood that any scheduling system must recognize limitations in City information and administrative systems.

A "season" shall include all program activities/work up to the commencement of the following season. It is recognized that some programs may overlap seasons.

Clarity Note: A Recreation Worker who is offered a shift that conflicts with a shift they have already accepted in the previous season, shall be released from the previous seasons shift if requested by the employee subject to Supervisor or Designate approval.

In this Memorandum, the term "Scheduler(s)" shall refer only to any Full-Time City staff and/or employees who are in a Full-Time Acting Assignment, who schedule and provide work direction to Recreation Workers.

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

The City will consider a number of factors including seniority along with past performance, qualifications ~~including a current resume~~ and availability when offering work. Resumes are strongly recommended.

Recreation Workers ~~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 and applicable Manuals.

Recreation Workers cannot be regularly scheduled for conflicting shifts within a season. A Recreation Worker who is offered a shift that conflicts with a shift they already accepted in the same season, will be required to select one (1) of the shifts and then inform the City within seventy-two (72) hours ~~three (3) consecutive calendar days forty-eight (48) hours~~ of their selection.

All Recreation Workers ~~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 request for schedule changes are subject to operational requirements and must be approved by a Supervisor ~~Manager Management~~ or designate. Requests for changes shall not be unreasonably denied.

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, once for all four seasons (Fall, Winter, Spring, and Summer). ~~the Fall/Winter and once for the Spring/Summer seasons.~~

2) All online shift request(s) ~~scheduling forms~~ must be submitted as directed in the notification by the specified date and time.

3) 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.

4) Recreation Workers must not accept work of more than forty-eight (48) hours in one week or eighty (80) hours in a bi-weekly pay period.

5) Where more than one employee is available, and has submitted the relevant shift request, the City will consider qualification, operational needs and seniority when offering the work.

6) 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.

~~7) An assessment skills evaluation shall be required at facilities with special features, programs and supervision requirements.~~

8) All Recreation Workers will receive an orientation to each facility at which they work prior to the commencement of their first shift. The facility orientation will not be subject to evaluation. ~~All Recreation Workers will receive an orientation to each facility at which they work prior to the commencement of their first shift. The length and specifics of facility orientations may vary based on facility size, special features, programs and supervision requirements.~~

Important Note: Employees will be advised once in each of the four seasons ~~in the above notices two (2) notices~~ referred to in Administrative Procedures paragraph-1) above, that if they are not in receipt of wages, excluding wages earned for training, for any period exceeding twelve (12) continuous months, for reasons other than approved leave of absence, he/she will lose his/her seniority and shall be deemed terminated. ~~shall be treated in accordance with clause 16.02, including any leave granted in accordance with statute,~~

APPLICATION PROCESS

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

Part A.4. 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.

Part B.2. If they wish to be considered for remaining available regularly scheduled work in the same program/classification at the same location.

Part C.3. If they wish to be considered for remaining available regularly scheduled work in ~~either~~ the same location ~~program/classification at a different program/classification location, or a different program/classification at the same or any other location.~~

Part D. If they wish to be considered for remaining available regularly scheduled work in the same program/classification at a different location, or a different program/classification at the same or any other location.

Part E. Late Submissions

Relief Work 4. If they wish to be considered for relief work.

5. Those employees applying for Parts C & D ~~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. The City will provide confirmation ~~acknowledging receipt of online forms that were received prior to the specified due date.~~ Confirmation of Employment will be provided two (2) weeks prior to the beginning of each season/session, where possible/practical.

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 and will receive all appropriate information. ~~All staff who are on an approved leave, or are alternate rated to a temporary full-time assignment, must continue to request work in order to maintain their right to a shift assignment they worked, in the previous season.~~

Employees commencing a statutory leave shall receive a letter acknowledging that they will be on a statutory leave and that they will maintain the same shifts that they worked in the four (4) seasons immediately prior to the commencement of their leave, in accordance with operational needs.

Before returning from a statutory leave, employees shall advise the City, through the request for work system by the applicable deadline, of their intention to return to the same shifts set out in the letter or if their preferences have changed. Where the employee's preferences have changed, they shall be treated in accordance with the Scheduling Procedure.

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

- Returning employees who have submitted their shift request 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.
- 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.
- **Clarity Note:** If a Recreation Worker is displaced due to renovations / facility closures, the returning employee shall be offered available regularly scheduled work in the same classification then any other classification for which they are qualified to perform within the Supervisory cluster, then District, then City-wide.

Important Note: Staff For ARC, Adapted and Integrated, summer aAquatics 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:

- Scheduler(s) 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.
- Move to Part B.

Part B – Increasing hours: Returning Staff, Same Location, Same Classification, Different Shift

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 shift request form by the due date. Where more than one employee is available, qualified and has submitted the relevant shift request 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 bi-weekly pay period.~~

ADMINISTRATIVE ACTIONS:

- ~~• Scheduler(s) Community Recreation Programmer (CRP) or other City designate to offer/assign remaining regularly scheduled work, according to the terms of the Scheduling Procedure 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.~~
- Move to Part C.

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

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 shift request 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:

- ~~• Scheduler(s) Community Recreation Programmer (CRP) or other City designate to offer/assign remaining regularly scheduled work, according to the terms of the Scheduling Procedure 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.~~
- Move to Part D.

Part D – Increasing Hours: City Wide: Returning Staff, Different Location, Any Classification

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 shift request 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:

- ~~Scheduler(s) Community Recreation Programmer (CRP) or other City designate to offer/assign remaining regularly scheduled work, according to the terms of the Scheduling Procedure 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.~~

- Move to Part E.

Part E – Late Submissions of Forms

After all returning employees covered under Parts A, B, C, and D have been scheduled; employees whose shift request(s) forms are received after the deadline date, will be considered for remaining regularly scheduled work, subject to operational needs, being available and qualified to perform the work. Late submissions will be considered by request Part.

~~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:

- ~~Scheduler(s) Community Recreation Programmer (CRP) or other City designate to offer/assign remaining 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.~~

- Scheduler(s) CRP identifies all remaining vacant positions and appropriate qualifications of such positions.

RELIEF WORK

Employees who have submitted their shift request(s) form(s) will be considered for relief work. Each facility will maintain an list of approved and qualified staff, by classification, in seniority order to be updated once per season.

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 efficiency efficacy and the number of shifts accepted and worked in the previous twelve (12) months.

~~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.

Important Note: In circumstances where the City is not provided with at least the three (3) hours 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.

- ~~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 Recreation Worker "shift-owner" who is regularly scheduled for that shift, must complete a Shift Replacement Request Form identifying a qualified replacement who will be backfilling their shift. This shift request form can be submitted electronically e-mailed or hand-delivered. This shift request must be approved in advance, and must be authorized by the Supervisor or designate. ~~Community Recreation Programmer (CRP)/Supervisor or City designate.~~

SENIORITY

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

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, and if agreed to by both parties, amend the 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 with two (2) City designates to discuss the dispute with a view to resolving the matter. 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. The City shall provide a timely decision with respect to the matter. Any such dispute will not be subject to the grievance process.

During the dispute resolution procedure, access to documents and information including payroll records, shift request(s) forms and seniority lists concerning the dispute shall not be unreasonably denied.

EXPEDITED ALTERNATE DISPUTE RESOLUTION – PILOT PROJECT

In an effort to expeditiously resolve disputes relating to shift assignments arising out of the Recreation Workers' Unit Scheduling Procedure, the parties agree to implement a Pilot Project for Alternate Dispute Resolution (the "Pilot Project").

Procedure

1. Where shift assignment disputes, excluding late submission disputes, have not been resolved with the immediate supervisor through the existing Dispute Resolution process in the Scheduling Procedure, the employee, a Local 79 Representative and the Unit Officer shall meet with two (2) City Designates to discuss the dispute with a view to resolving the matter.
2. Should the dispute remain unresolved following the meeting with the City designate(s), a response shall be provided to the employee in writing within ten (10) days of the meeting setting out his/her decision.
3. In the event that the Union is not satisfied with the response provided following the meeting with City designate(s), the parties shall appoint Mediator Gerry Lee or ~~Sheri Price~~ to hear, and resolve disputes by issuing a written determination. The costs of the alternate dispute resolution process will be shared by the parties.
4. In order to expedite the Alternate Dispute Resolution process, the parties shall ask Mr. Lee or Ms. Price to provide a date in each of the four seasons (Winter, Fall, Spring, Summer) to deal with all disputes related to shift assignments in that season.

5. This pilot project shall be implemented within 90 days following ratification of the collective agreement.
6. Either party may request to meet during the Pilot Project to discuss its progress. After a two one year implementation period, or earlier by mutual agreement, either party may terminate this Pilot Project by providing the other party with thirty (30) days' notice in writing. Following the delivery of such notice, there shall be no further disputes scheduled for Alternate Dispute Resolutions.

~~During the dispute resolution procedure, access to documents and information including payroll records, shift request(s) forms and seniority lists concerning the dispute shall not be unreasonably denied.~~

CANCELLATION OF PROGRAMS AND/OR SERVICES

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.

INCLEMENT WEATHER:

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.

EMPLOYEE COMMUNICATION:

Employees must provide at least two (2) means of communication in the Request for Work system whereby staff can be contacted by Schedulers.

TERMINATION OF THIS MEMORANDUM:

This Memorandum will expire on December 30, 2024 ~~XX19~~ Notwithstanding the foregoing, the Scheduling Procedure can be terminated by either the Union or the City upon a minimum of sixty (60) calendar days' written notice to the other party.

Article 30 JOB POSTINGS

Proposes to AMEND Clause 30.03 AND 30.04 as follows:

~~30.03 Employees who are interested in being considered for posted a part-time opportunities position in another Local 79 part-time bargaining unit, shall apply to externally posted part-time opportunities positions through the City's internal job posting portal external website.~~

~~30.04 Employees who apply will be given first consideration over external applicants for the part-time position provided that they are qualified. Selection will be based on any or all of the following factors: seniority, education, training, work experience, ability and appraisal of past performance.~~

~~30.05 Upon request, Local 79 will be provided with the names of successful internal part-time applicants who have been placed as a result of the external posting.~~

~~Flow through all Part-Time Collective Agreements as appropriate~~

STET

Agreed to DELETE existing LETTER OF INTENT -TEMPORARY FULL-TIME ASSIGNMENTS and Replace with NEW Letter of Intent as follows:

**LETTER OF INTENT
TREATMENT OF RECREATION WORKERS IN TEMPORARY
FULL-TIME ASSIGNMENTS**

- (a) Seniority and service as recognized or accrued in any Local 79 City of Toronto Collective Agreement will be recognized in this Collective Agreement.
- (b) The following shall apply to employees who are placed on a continuous Alternate Rate Assignment, or reassigned to a temporary or part-time assignment in any Local 79 Bargaining Unit, Local 416 Bargaining Unit or in a non-union position:
 - (i) For both part time and full time assignments which are less than 12 months in duration, the employee shall return to the Recreation Workers Bargaining Unit in the same location, classification, shift and hours they held prior to the assignment, provided that they have continued to submit a scheduling request for the forgoing in accordance with the Recreation Workers Scheduling Procedure;
 - (ii) Upon completion of continuous full time assignment(s) of twelve (12) months or greater in the Full Time Bargaining Unit, the employee will be provided with the option of remaining covered by the Full-Time Collective Agreement and treated in accordance with Article 21 or returning to the Recreation Workers Part- Time Unit and considered for available relief work in accordance with the Recreation Workers Scheduling Procedure. Local 79 shall be notified in writing of the employee's election

**Article 32
TERM OF AGREEMENT AND NOTICE TO BARGAIN**

Proposes to AMEND Clause 30.03 AND 30.04 as follows:

32.01 This agreement shall remain in force from the 1st day of January, 2020 ~~2016~~ until and including the 31st day of December, 2024 ~~XX19~~ 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.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

**Article 41
EMPLOYEE BENEFIT PLANS**

Proposes to AMEND Clause 41.05(a) as follows:

Change of Marital Status, Dependant and Address

41.05(a) Notwithstanding the once per year opt in/out period where there is a change in marital status or dependants, employees may at any time during the year change their benefit coverage from single to family and vice versa. Such changed coverage will be effective immediately, along with the resultant change in benefit premiums.

MEMORANDUM OF AGREEMENT ITEMS

Agreed to **DELETE** existing **LETTER OF INTENT - PAY SYSTEM REPORT CRITERIA**, and **LETTER OF INTENT - HOURS OF WORK BY LOCATION** and agreed to a **NEW** Memorandum of Agreement Item as follows:

Memorandum of Agreement – Access to Policies, EOIs, and Pay Stubs

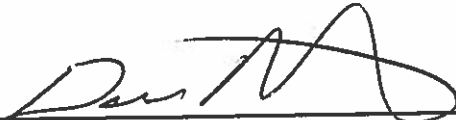
Within one-hundred and twenty (120) days of ratification of the Collective Agreement the City and the Union will meet to discuss and explore a system for access to view the Intranet, divisional policies, expressions of interest, and pay stubs.

Agreed to a **NEW** Memorandum of Agreement Item as follows:

Memorandum of Agreement – Skills Assessment at Facilities with Special Features

Within 120 days of ratification of the Collective Agreement, the parties shall meet to discuss employee assessments at facilities with special features.

DATE AGREED: March 13, 2020



For the Union



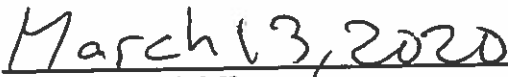
For the City



For the Union



For the City



Date Signed Off



Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
RECREATION WORKERS - PART-TIME AGREEMENT
March 13, 2020**

**Article 15
LEAVES OF ABSENCE**

Amend Article 15 as follows:

Pregnancy/Parental Leave

15.03 (a) Pregnancy and/or parental leave shall be provided as follows:

- (i) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of The Employment Standards Act, 2000, S.O. 2000, as amended.
- (ii) For any employee who does not qualify under Part XIV of the said Act, pregnancy and/or parental leave without pay, shall be granted upon the employee's request and administered in accordance with the Act.
- (iii) A request for an extension of parental leave may be granted at the discretion of the General Manager or designate concerned and shall not involve any expense to the City.
- (iv) For those employees who are granted a leave of absence in accordance with clauses 15.03(a)(i), 15.03(a)(ii) and 15.03(a)(iii) herein, service or seniority if applicable shall continue to accrue for each full pay period of absence, calculated on the average of the total regular hours paid at straight time in the twenty-six (26) pay periods preceding the commencement of such leave, to a maximum of eighty (80) hours per pay period to a maximum of twenty-six (26) pay periods.

Provided that this accrual of service shall not count toward the completion of a probationary period, as provided in clause 6.01.

The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list, which is posted in accordance with clause 16.03 following the employee's return to work.

- (v) The City shall provide access to the benefits set out in Article 41 (Employee Benefit Plans) and shall pay its share of the pension contributions under Article 13 (Pensions and Retirement) for any pregnancy and/or parental leave taken pursuant to clauses 15.03(a)(i), or 15.03(a)(ii), unless the employee elects in writing that he/she does not wish benefit coverage.
- (vi) An employee who is granted an extension of parental leave in accordance with clause 15.03(a)(iii) may elect in writing to continue his/her benefit coverage. Such employee shall be responsible to pay his/her benefit cost that he/she wishes to continue. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.
- (vii) If an employee elects to continue his/her benefit coverage under clauses 15.03(a)(v) or 15.03(a)(vi), such employee shall be responsible for paying in advance by post-dated cheque(s) his/her cost of the benefits that such employee wishes to continue for any period of such leave. Such employee shall be advised in advance of the cost of the applicable benefits that the employee wishes to continue.

Vacation and increment (where applicable) entitlement will not be reduced as a result of any period of pregnancy and/or parental leave taken in accordance with clauses 15.03(a)(i) or 15.03(a)(ii) herein.

15.03(b) Employees who prior to November 1st in the last twelve (12) month period (November 1 to October 31) have completed one thousand and four hundred (1,400) paid hours are entitled to the following pregnancy and/or parental leave benefits:

- (i) An employee who is eligible for pregnancy leave under clause 15.03(a) (i) or an employee who requests and is granted pregnancy leave under clause 15.03(a)(ii), shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:
 1. For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City, and
 2. For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between ~~eighty seven~~-five percent (~~85%~~) (~~75%~~) of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of her pregnancy leave, and the sum of her weekly Employment Insurance benefits and any other earnings.
- (ii) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their Employment Insurance benefits for the period of unemployment.
- (iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.
- (iv) An employee who is eligible for parental leave under clause 15.03(a) (i) or who requests and is granted parental leave under clause 15.03(a) (ii) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:
 1. For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable), and
 2. For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between ~~eighty seven~~-five percent (~~85%~~) (~~75%~~) of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of the leave of absence, and the sum of the employee's weekly Employment Insurance benefits and any other earnings, provided the employee is taking a parental leave of no longer than ~~thirty-five (35) weeks~~.

Should the employee take the option of an extended parental leave of up to sixty-one (61) weeks (sixty-three (63) if no pregnancy leave), for the period of the sixty-one weeks (minus the two (2) week period outlined in 15.03(b)(iv)(1)), the employee shall receive from the City payments in an amount equal to the total dollar value available for the thirty-five (35) week leave, spread equally over the sixty-one (61) weeks (sixty-three (63) weeks if no pregnancy leave), minus the two (2) week period outlined in 15.03(b)(iv)(1)

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

- (v) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their Employment Insurance benefits for the period of unemployment.
- (vi) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.
- (vii) On returning from pregnancy and/or parental leave, the employee's seniority shall be adjusted for each full pay period of absence: **by the average hours worked per pay period in the eight (8) full pay periods preceding the leave of absence.**
 - ~~1. By forty (40) hours to a maximum of seven hundred and twenty (720) hours; or~~
 - ~~2. By the average hours worked per pay period in the twenty-six (26) pay periods preceding the leave of absence to a maximum of twenty-six (26) pay periods, whichever is greater.~~

The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list produced in accordance with clause 16.03 following the employee's return to work.

15.03 (c) Pregnancy and/or parental leave taken in accordance with sub-clauses 15.03(a)(i) and 15.03(a)(ii) herein, shall not involve any expense to the City except as provided for in 15.03(a)(v) and 15.03(a)(viii) and 15.03(b) above.

Flow through from the Full-Time Collective Agreement as appropriate
 Flow through to the Part-Time Collective Agreements as appropriate

DATE AGREED: March 13, 2020	
<p>For the Union</p> <hr/> <p><i>Jason Ehan</i></p> <hr/> <p>For the Union</p>	<p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>For the City</p>
<p>For the Union</p> <hr/> <p><i>March 13, 2020</i></p> <hr/> <p>Date Signed Off</p>	<p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>For the City</p>
<p>For the Union</p> <hr/> <p><i>March 13, 2020</i></p> <hr/> <p>Date Signed Off</p>	<p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>For the City</p>
<p>For the Union</p> <hr/> <p><i>March 13, 2020</i></p> <hr/> <p>Date Signed Off</p>	<p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>For the City</p>

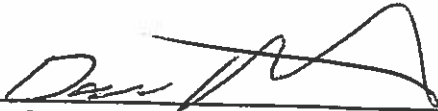
**CUPE LOCAL 79
AND
CITY OF TORONTO
RECREATION WORKERS - PART-TIME AGREEMENT
March 13, 2020**

Agreed to **AMEND** Clause 15.15(a) Leave of Absence for Chief Steward and Unit Officers as follows:

15.15(a) Upon request from Local 79, the City shall provide a full-time leave of absence with pay and full benefits for the Chief Steward and ~~four (4) three (3)~~ Unit Officers of Local 79, ~~not to be appointed from the same Division.~~ 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 ~~five (5) 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 for fifty percent (50%) of all costs associated with these leaves, with the exception of one (1) full-time Unit Officer leave and one (1) part-time Unit officer leave, which will be City paid Local 79 shall remit, forthwith, full reimbursement for the Chief Steward and Unit Officers' wages, vacation and benefits to the City.~~

Flow through from the Full-Time Collective Agreement
Flow through to Part-Time Collective Agreements

DATE AGREED: March 13, 2020



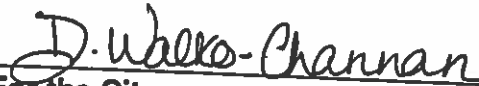
For the Union



For the City



For the Union



For the City

March 13, 2020

Date Signed Off

March 13, 2020

Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 2 – RECOGNITION**

Replace and Rename this Memorandum of Agreement Item as follows:

Process for the Placement of Part-Time Employees Working Full-Time Hours in a Job Classification that Does Not Exist in the Full-Time Collective Agreement – Non-Correlate Classifications

1. In the event that a Local 79 member in one (1) of the part-time bargaining units may be working full-time hours in a job classification that does not exist in the full-time bargaining unit, either Party may request a review. The review shall be conducted by the City to determine if all of the following criteria have been met:
 - a. the part-time employee has worked full-time hours; and
 - b. the full-time hours worked were for fifty-two (52) weeks per year, inclusive of vacation and statutory holidays for the twelve (12) consecutive month period preceding the review; and
 - c. time missed solely due to approved sick time, the receipt of WSIB benefits or as a result of a pregnancy/parental leave shall not break the twelve (12) consecutive month period; and
 - d. the full-time hours are expected to continue; and
 - e. the hours worked during the review period were in the same job classification, division and part-time bargaining unit; and
 - f. no job classification exists in the full-time bargaining unit that describes the work being performed in the part-time job classification.
2. Once the review is completed and it is determined by the City that an employee is to be placed into the full-time bargaining unit, the City will create an appropriate job classification in the full-time bargaining unit as per the Joint Job Evaluation Program.
3. The City will reassign the employee to a temporary full-time assignment in the newly created position/job classification in the full-time bargaining unit.
4. The effective date of the employee's re-assignment shall be the date the City establishes and places the employee into the temporary assignment.
5. All rights and privileges afforded to temporary employees under the Local 79 Full-Time Collective Agreement are provided to the employee as of the effective date.

6. 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 and if the position is considered permanent, the employee will become a permanent employee and confirmed in the position.
7. Should any concerns or disputes arise out of the operation of this memorandum, the Director of Employee and Labour Relations or their designate shall meet with the representatives of Local 79 within twenty (20) calendar days of the receipt of the concerns or disputes.
8. Any dispute concerning the interpretation, application or administration of this Agreement shall be dealt with in accordance with the grievance and arbitration provisions of the Collective Agreement.

Flow through to all Part-Time Collective Agreements

DATE AGREED: March 06, 2020	
<p style="text-align: center;"><i>Paul Glick</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>For the Union</p>	<p style="text-align: center;"><i>D. Waters-Chamman</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>For the City</p>
<p style="text-align: center;"><i>[Signature]</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>For the Union</p>	<p style="text-align: center;"><i>J. Waltenborg</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>For the City</p>
<p style="text-align: center;"><i>March 10th, 2020</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Date Signed Off</p>	<p style="text-align: center;"><i>March 13, 2020</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Date Signed Off</p>

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


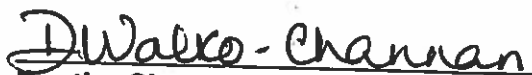
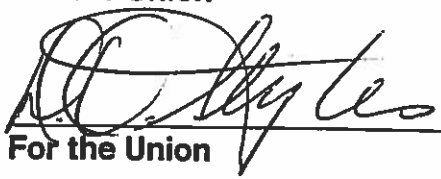

**ARTICLE 2- RECOGNITION
LETTER OF INTENT
PLACEMENT OF PART-TIME EMPLOYEES IN THE FULL-TIME COLLECTIVE
AGREEMENT – NON-CORRELATE CLASSIFICATIONS**

Amend and Rename this Letter of Intent as follows:

LETTER OF INTENT
PROCESS FOR THE PLACEMENT OF PART-TIME EMPLOYEES WORKING FULL-TIME HOURS IN A
JOB CLASSIFICATION THAT DOES NOT EXIST IN THE FULL-TIME COLLECTIVE AGREEMENT –
NON-CORRELATE CLASSIFICATIONS
PROCESS FOR IDENTIFICATION OF EMPLOYEES AND/OR POSITIONS APPROPRIATE
PLACEMENT INTO FULL-TIME AGREEMENT

A review of part-time employees shall take place once per calendar year in each of the part-time units. The date of the review shall be September 1st each year. The purpose of the review shall be to determine whether there are employee(s) in this bargaining unit that meet the criteria as stated in the Memorandum of Agreement ~~Process For The Placement Of Part-Time Employees Working Full-Time Hours In A Job Classification That Does Not Exist In The Full-Time Collective Agreement – Non-Correlate Classifications dated August 9, 2002.~~

Flow through to all Part-Time Collective Agreements

DATE AGREED: March 06, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
<u>March 10th, 2020</u> _____ Date Signed Off	<u>March 13, 2020</u> _____ Date Signed Off

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

ARTICLE 5 – UNION SECURITY

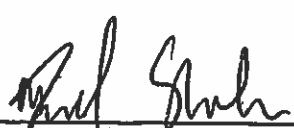



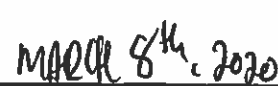

Amend Clause 5.02(a) as follows:

5.02(a)

The City in respect to each of the employees who is subject to the provisions of this clause shall:

- (i) deduct from each pay of such employee such sums for dues and contributions to Local 79, provided such are to be uniformly levied for not less than six (6) months payable by such employee as the by-laws of Local 79 or minutes of meetings at which any change in such dues is made; and
- (ii) deduct a one-time initiation fee from the pay of such employee payable by such employee as per the by-laws of Local 79 or minutes of meetings at which any change in such initiation fee is made; and
- (iii) ~~and~~ contributions are ~~is~~ made, as the case may be; and
- (iv) continue to make such deductions until this Agreement is terminated; and
- (v) within one (1) week after making each such deduction, pay the sum so deducted to Local 79.

**Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements**

DATE AGREED: February 21, 2020	
 _____ 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 5 – UNION SECURITY

Amend Clause 5.06 as follows:


5.06 Information Requests

(i) The City shall provide Local 79 with the following information where available and upon request shall meet with Local 79 to discuss the availability of such information:

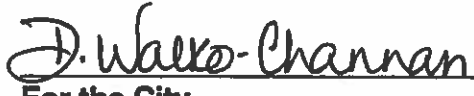
- (ii)(iii) A quarterly list of all Local 79 Recreation employees, their employee number, their latest home address, personal email address where available, home/contact and personal cell phone number, organizational unit, section, and division.**

**Flow through from the Full-Time Collective Agreement as appropriate
Flow through to all Part-Time Collective Agreements as appropriate**

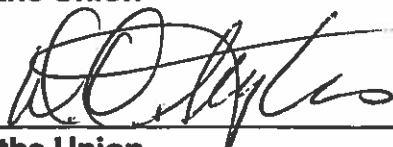
DATE AGREED: March 5, 2020




For the Union



For the City



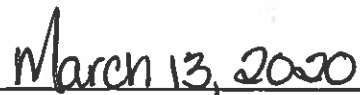
For the Union



For the City



Date Signed Off



Date Signed Off

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

ARTICLE 8 – SEXUAL HARASSMENT

Amend the Clause 8.01 as follows:

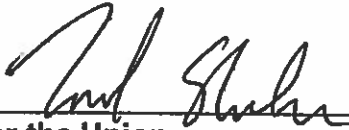
8.01

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

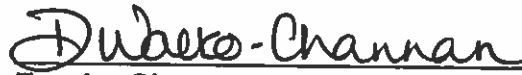
Flow through from the Full-Time Collective Agreement

Flow through to all Part-Time Collective Agreements

DATE AGREED: March 2, 2020



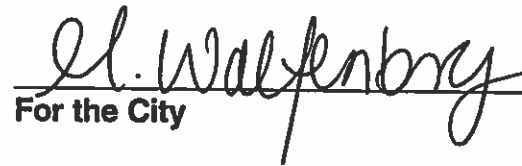
For the Union



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 9- WAGES AND SALARIES
RECOVERY OF OVERPAYMENT**

Amend Clause 9.04 as follows:

Recovery of Overpayment

9.04

In the event of an overpayment, the City shall advise the employee and the Union in writing of such an overpayment which will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred and a proposed schedule of recovery with respect to said overpayment.

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 recovery schedule will be implemented. Such recovery shall not exceed the maximum permitted by the Wages Act, R.S.O., 1990, as amended. It is understood that such overpayment may be the subject of a grievance at Step 3.

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 one thousand dollars (\$1,000.00)**.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: January 15, 2020

Frank Rubin
For the Union

Dulako-Channan
For the City

A. D. Styles
For the Union

Ol. Walfenberg
For the City

Feb 25th, 2020
Date Signed Off

February 26, 2020
Date Signed Off

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

Article 9 – WAGES AND SALARIES




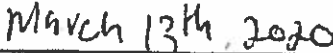
Amend Clause 9.05 as follows:

Shortage of Pay

9.05

In the event that an employee's pay has a shortage of three (3) hours pay or more, and the employee notifies his/her supervisor within three (3) working days of the pay date for the bi-weekly pay period in which the shortage occurred, the City shall ~~make every effort to rectify the shortage by direct deposit, from the time the employee receives his/her pay stub, the City shall rectify the shortage issuing a manual cheque,~~ within three (3) working days from the time that the supervisor is notified. It is agreed and understood that the calculation of such hours shall include overtime hours.

Flow through to all Part-Time Collective Agreements

DATE AGREED: March 11, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
  _____ Date Signed Off	 March 13, 2020 _____ Date Signed Off

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

**ARTICLE 9- WAGES AND SALARIES
LETTER OF INTENT
INTERIM ALTERNATE PROCESSES FOR CLAUSE 9.04**

Amend the LETTER OF INTENT INTERIM ALTERNATE PROCESSES FOR CLAUSE 9.04 as follows:

**LETTER OF INTENT
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, insert date of the agreement unless terminated by either party prior to that date,~~ in accordance with section 6 of this Letter of Intent. If the parties agree, the terms of this Letter of Intent may be extended by mutual agreement in writing.

1. In the event of an overpayment in an amount that exceeds **\$500 one thousand dollars (\$1,000)**:
 - (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;
 - (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.
 - (d) 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 five (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.
 - (e) 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.
 - (f) Once a hearing date is determined, the City will send the employee a letter, which gives notice of the hearing. The City sends a copy of this letter to the Union and to the Arbitrator. The copy to the Arbitrator should 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 (1) employee per hour on the dates determined for hearing the overpayment claims. After hearing submissions from both the City and the Union, the Arbitrator 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 (3) representatives at any hearing, inclusive of counsel 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.
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.
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.
5. If the employee attends the hearing:
 - (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.
 - (b) The Union may make such inquiries as it thinks necessary.
 - (c) At the close of the City's explanation, the Union will have an opportunity to meet with the employee.
 - (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.
 - (e) If liability is established a repayment schedule will be determined.
 - (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.
 - (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.
 - (h) It is understood that employees who attend the hearing during regular working hours will suffer no loss of wages.
 - (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.

6. Either party may terminate this Letter of Intent by providing the other with sixty (60) days' notice in writing. Following the delivery of such notice, clause 9.04 shall apply.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: January 15, 2020

Fred Gush

For the Union

Dwain Channan

For the City

[Signature]

For the Union

[Signature]

For the City

Feb 28th, 2020

Date Signed Off

February 26, 2020.

Date Signed Off

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

ARTICLE 12- VACATIONS

Amend Clause 12.02 as follows:

12.02

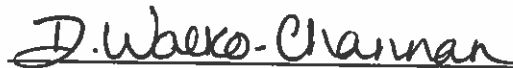
Vacation must be pre-approved and will be scheduled in accordance with operational requirements. The Division shall make every reasonable effort to respond within fifteen (15) calendar days of the submission of vacation requests and changes to vacation periods.

Flow through from the Full-Time Collective Agreement as appropriate
Flow through to Part-Time B Collective Agreement as appropriate

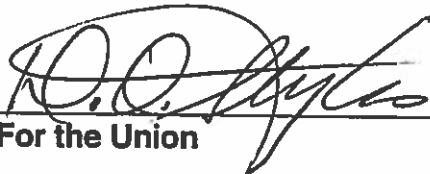
DATE AGREED: March 5, 2020



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 12- VACATIONS
LETTER OF INTENT
HARMONIZATION OF VACATION YEAR**

Delete LETTER OF INTENT HARMONIZATION OF VACATION YEAR:

~~LETTER OF INTENT
HARMONIZATION OF THE VACATION YEAR~~

~~The parties agree to identify and resolve any outstanding concerns regarding the harmonization of the vacation year.~~

Flow through from the Full-Time Collective Agreement
Flow through to the Recreation Workers Part-Time Collective Agreement

DATE AGREED: January 15, 2020

Paul Smith
For the Union

Suhroo Channan
For the City

P.O. Styles
For the Union

Ch. Walferberg
For the City

Feb 25th, 2020
Date Signed Off

February 20, 2020
Date Signed Off

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


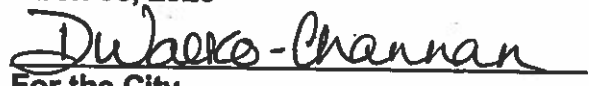


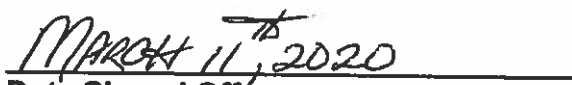
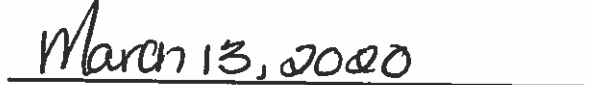
**ARTICLE 13 – PENSIONS AND RETIREMENT
LETTER OF INTENT- PENSION FOR LESS THAN FULL-TIME UNION LEAVES**

Delete Letter of Intent as follows:

**LETTER OF INTENT
PENSION FOR LESS THAN FULL-TIME UNION LEAVES**

~~The parties agree to meet during the term of this agreement to consider and develop a process whereby a part-time employee booked off on a leave of absence without pay for Union business shall be considered to be in attendance at work for pension purposes. When developing this process the parties shall comply with the Ontario Municipal Employees Retirement System Act, R.S.O. 1990, as amended and the Pensions Benefit Act, R.S.O. 1990, as amended. If a process is developed, it is agreed that all pension contributions shall be borne by Local 79.~~

Flow through to all Part-Time Collective Agreements

DATE AGREED: March 08, 2020	
 _____ 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 15 – Leaves of Absence

Amend the Clause 15.09 as follows:

Employees Seeking Election to Political Office

The Toronto Public Service By-law, Chapter 192, Political Activity, dated December 31, 2015, ~~The City will ensure that the City policy concerning "Employees Seeking Election to Political Office"~~ as it may be amended from time to time, is applicable accessible to employees in the Local 79 Unit.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

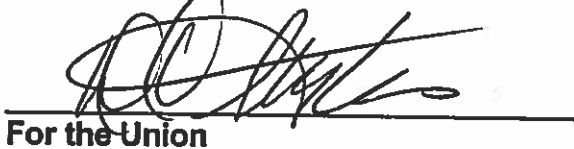
DATE AGREED: February 21, 2020



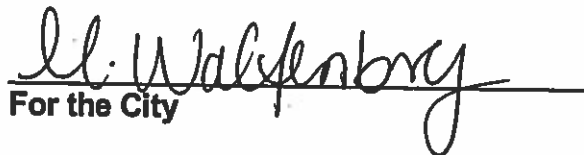
For the Union



For the City



For the Union



For the City

MARCH 6th, 2020

Date Signed Off

March 13, 2020

Date Signed Off

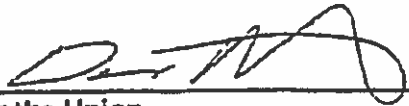



**CUPE LOCAL 79
AND
CITY OF TORONTO
RECREATION WORKERS - PART-TIME AGREEMENT
March 13, 2020**

**Article 19
TRANSPORTATION**

Amend this Article as follows:

- 19.01 Whenever an employee is required and/or authorized to use his/her automobile on the business of the City, the City shall pay to such employee, ~~fifty-two cents (52¢) or the lesser of the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 per kilometre actually traveled in the course of transacting the business of the City up to 5,000 kilometres annually, and forty-six cents (46¢) per kilometre thereafter.~~ ^{52¢} The mileage allowance paid for kilometres in excess of 5,000 per year shall be set annually as the reasonable rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 to ensure that the expense reimbursed is non-taxable income to the employee. _{F.5}
- 19.02 Whenever an employee is required to use the public transportation system in the course of his/her duties, such employee shall be provided with public transit tokens/tickets and/or passes for that purpose.
- 19.03 An employee who is required and/or authorized to use his/her automobile on business of the City shall be reimbursed for parking costs incurred in the course of conducting such business.

Flow through from the Full-Time Collective Agreement as appropriate
Flow through to the Part-Time Collective Agreements as appropriate

DATE AGREED: March 13, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
March 13, 2020 _____ Date Signed Off	March 13, 2020 _____ Date Signed Off

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

**ARTICLE 21 - HEALTH AND SAFETY
LETTER OF INTENT - JOINT HEALTH & SAFETY CERTIFICATION TRAINING**

Add New Letter of Intent as follows:

**LETTER OF INTENT
JOINT HEALTH & SAFETY CERTIFICATION TRAINING**

4) 1. The City and Local 79 shall establish a committee to engage in meaningful consultation regarding Joint Health & Safety Certification training, to include both basic and workplace specific training. Up to four (4) Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.

2. The City and Local 79 shall participate in the delivery of Joint Health & Safety Certification and workplace specific training, offered corporately, to Health & Safety Committee members. The City and Local 79 agree that in-class training is preferred, promotes co-operation between employees and responds to the training needs of individual employees and therefore the parties will continue to deliver in-class training for a substantive portion of parts 1 and 2 to Health & Safety Committee members.

3. Upon request from Local 79 and with the approval of their Division Head, one (1) Local 79 member employed by the City, per Division (except where there is currently more than one (1), will be granted leave of absence with pay to attend a recognized training program, approved by the City, to qualify as a Joint Health & Safety Certification Trainer.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 10, 2020	
<p style="text-align: center;"><i>F. Shuler</i></p> <hr/> <p>For the Union</p>	<p style="text-align: center;"><i>J. Watters-Channan</i></p> <hr/> <p>For the City</p>
<p style="text-align: center;">For the Union</p> <hr/>	<p style="text-align: center;"><i>M. Wattersburg</i></p> <hr/> <p>For the City</p>
<p style="text-align: center;"><i>March 13th, 2020</i></p> <hr/> <p>Date Signed Off</p>	<p style="text-align: center;">March 13, 2020</p> <hr/> <p>Date Signed Off</p>

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

**ARTICLE 21- LETTER OF INTENT
CRITICAL/SERIOUS INCIDENT OR ACCIDENT**

Add New Letter of Intent as follows:

**LETTER OF INTENT
CRITICAL/SERIOUS INCIDENT OR ACCIDENT**

- 4) In the event of a critical/serious incident or accident in a City workplace or where Local 79 employees are required to respond to, or are involved in, or directly witness a critical/serious incident in the community or in a community where Local 79 members have a working relationship, the City shall, in accordance with the City's Critical Incidents in the Workplace Guidelines for Supervisors and Employees in instances where it deems it appropriate, ensure provide the following:
- (i) That affected employee(s) have appropriate supports made available to them;
 - (ii) That EAP be offered and/or a third (3rd) party Counselling Service if EAP does not have the capacity to respond;
 - (iii) That affected employee(s) are made aware of the City supports being offered to them;
 - (iv) That Local 79 is advised of the incident or accident once the City becomes aware, including information on how the City plans to respond.

~~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;~~

- ~~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.~~

The City will make best efforts to ensure that City Management Staff take appropriate and timely actions to help minimize the impact of the incident or accident.

Employee attendance shall be encouraged.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 06, 2020

Rud Shih

For the Union

Dwalke-Channer

For the City

R.D. [Signature]

For the Union

el. Walfenberg

For the City

March 10th, 2020

Date Signed Off

March 13, 2020

Date Signed Off

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

**ARTICLE 21- LETTER OF INTENT
HEALTH AND SAFETY POLICIES**

Amend the Health and Safety Polices Letter of Intent as follows:

**LETTER OF INTENT
HEALTH & SAFETY POLICIES**


All Divisional Health and Safety policies will be made available upon request forwarded ~~as developed and implemented~~ to the Central Occupational Health and Safety Co-ordinating Committee.

Where divisional Health and Safety policies conflict with Corporate Health and Safety policies, the Union and the City agree that the Corporate Health and Safety policies will prevail.

All Divisions within the City shall comply with the Corporate Health and Safety policies that are endorsed by the Central Occupational Health and Safety Co-ordinating Committee and approved by the City Manager ~~Executive Management Team~~.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements


DATE AGREED: March 2, 2020



For the Union




For the City



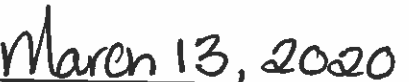
For the Union



For the City



Date Signed Off



Date Signed Off

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

**ARTICLE 21- LETTER OF INTENT
PAYMENT TO ATTEND HEALTH & SAFETY COMMITTEE MEETINGS**

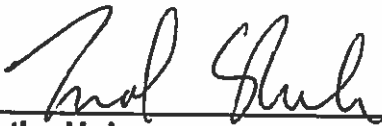
Add New Letter of Intent as follows:

**LETTER OF INTENT
PAYMENT TO ATTEND HEALTH & SAFETY COMMITTEE MEETINGS**

The City will ensure that Joint Health & Safety Committee members who are shift workers, part-time and/or seasonal (~~within the season~~ when actively at work) employees or their alternates will be scheduled to attend Health & Safety Committee meetings in their workplaces and will be paid for all time spent in attendance at the meetings.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 08, 2020



For the Union



For the City



For the Union



For the City

March 10th, 2020

Date Signed Off

March 13, 2020

Date Signed Off

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

ARTICLE 28 - SCHEDULING

Amend the Clause 28.03(b) as follows:

Reporting of Illness/Absence Procedure

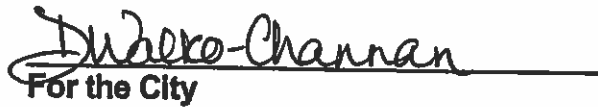
28.03(b)

If the employee is unable to work due to illness or other unavoidable circumstances, the employee must notify the City at least three (3) hours before their start time, unless not reasonably possible, and the employer will offer the relief work to an available qualified employee from the list.

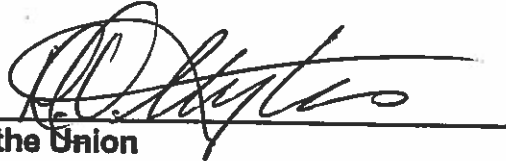
DATE AGREED: February 21, 2020



For the Union



For the City



For the Union



For the City

March 8th, 2020

Date Signed Off

March 13, 2020

Date Signed Off


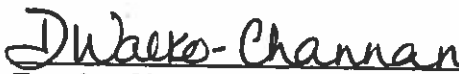
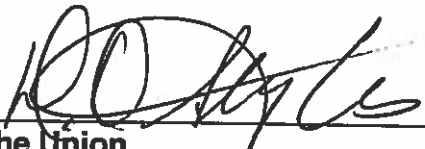


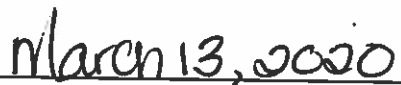
**CUPE LOCAL 79
AND
CITY OF TORONTO
RECREATION WORKERS - PART-TIME AGREEMENT**

ARTICLE 28 - SCHEDULING

Amend the Clause 28.03(c) as follows:

28.03(c)

In order to offer relief work, the employer shall keep lists by function, showing the qualified employees available for work. The list shall include only the **first names and last initial, phone numbers, and emails** supplied by the employee for this purpose.

DATE AGREED: March 2, 2020	
 _____	 _____
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 the Clause 30.01 as follows:

30.01(b)

If the employee is successful in his/her application for promotion and/or appointment into a Permanent position a seniority date shall be struck in the new unit on the following basis: the employee's accumulated aggregate hours in this unit will be divided by 2,080 to determine the equivalent full-time service. ~~This service and seniority will then be back dated from the effective date of promotion and/or appointment to give a struck seniority date.~~

30.01(c)

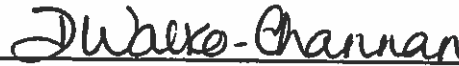
Should a reversion be necessary or requested by the employee, in accordance with Article 15 of the Full-Time Collective Agreement, the employee will be reverted to his/her former position in the Recreation Workers' Unit if the position has not been filled in the interim period. If the position has been filled in the interim, the City shall place said employee in a position in the Recreation Workers' Unit for which he/she is qualified provided such is available.

The employee shall be credited with the service standing to his/her credit at the time of reversion, including the service earned in the Local 79 Full-Time Bargaining Unit, immediately prior to such reversion. Such service shall be designated as the employee's seniority consistent with the provisions of Article 16 of the Local 79 Recreation Workers' Unit Collective Agreement.

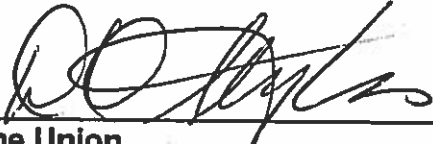
DATE AGREED: February 21, 2020



For the Union



For the City



For the Union



For the City

MARCH 9th, 2020

Date Signed Off

March 13, 2020

Date Signed Off

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

ARTICLE 30 – JOB POSTINGS

Add New Clause 30.XX as follows:

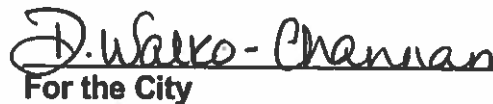
30.XX

The City shall provide the Union with copies of all Expression of Interest (EOI) opportunities in the Parks, Forestry & Recreation and the Economic Development & Culture Divisions when they are posted.

DATE AGREED: March 5, 2020



For the Union



For the City



For the Union



For the City

March 9th, 2020

Date Signed Off

March 13, 2020

Date Signed Off

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

**ARTICLE 30- JOB POSTINGS
MEMORANDUM OF AGREEMENT
TEMPORARY FULL-TIME ASSIGNMENT PILOT PROJECT**

Amend and Renew the Memorandum of Agreement Item-Temporary Full-Time Assignment Pilot Project as follows:

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, 2049XX.

DATE AGREED: January 15, 2020

F. Glavin

For the Union

[Signature]

For the Union

Feb 28th, 2020

Date Signed Off

D. Walke-Channer

For the City

[Signature]

For the City

February 26, 2020

Date Signed Off

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

ARTICLE 38 - EMPLOYMENT EQUITY

Replace and Rename this Article with the following:

EMPLOYMENT EQUITY AND DIVERSITY

38.01

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. The parties will meet no later than one hundred and twenty (120) days following ratification to discuss and engage in the implementation of the City's Workforce Equity and Inclusion Plan with the shared goal of creating working conditions that are free of barriers, to remedy conditions of disadvantage in employment, and promote the principle that employment equity requires special measures and accommodations where necessary for equity seeking groups, specifically Indigenous Peoples, Racialized and Black People, Women, LGBTQ2S+ and persons with Disabilities. The parties further agree to discuss youth and persons protected under the Human Rights Code who are seeking equitable treatment in the workplace.

Priority items for discussion and development shall include, but not be limited to:

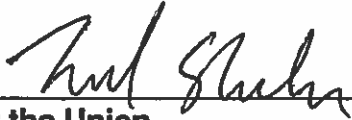
- (a) City-wide promotion and retention system;
- (b) Increasing the range of opportunities for permanent jobs as it pertains to the identified groups;
- (c) Ensuring access to employment opportunities for all employees of the City accompanied with achievements and a methodology for measuring and monitoring outcomes and progress;
- (d) Ensuring access to workplace accommodations;
- (e) Improving training and development opportunities including access for all employees with a particular focus given to the identified groups;
- (f) Promotion as opposed to alternate rate;
- (g) Recognizing equivalents to academic credentials, and/or workplace experience;

(h) Career Planning and advancement;

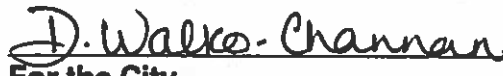
(i) Career related leaves and educational opportunities.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 5, 2020



For the Union



For the City



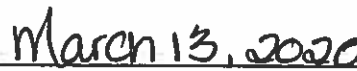
For the Union



For the City



Date Signed Off



Date Signed Off

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

**Article 40
MODIFIED WORK PROGRAM**

Amend Modified Work Program for Local 79 Employees:

The parties agree to the changes under Section F, #4 and #6 of the "Modified Work Program for Local 79 Employees" Policy (Attached)

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 12, 2020	
<i>F. Shuler</i>	<i>J. Walters-Channan</i>
For the Union	For the City
For the Union	<i>Mr. Walfenberg</i>
For the Union	For the City
<i>March 13th, 2020</i>	March 13, 2020
Date Signed Off	Date Signed Off

City Proposal to Local 79

March 9, 2020

Modified Work Program for Local 79 Members

Introduction

The enclosed policy outlines the City's approach to dealing with all employees' injuries and illnesses.

The Modified Work Program provides disability management to practices to facilitate an early and safe return to productive employment.

The Modified Work Program supports a multi-disciplinary team approach to Integrated Disability Management and case management meetings.

Policy Statement

The City of Toronto is committed to a fair and consistent process to minimize the impact of all injuries and illnesses on its employees and the workplace by:

- - Protecting the health and safety of its employees through the prevention of accidents, injuries, and illnesses
 - Meeting or exceeding legislative and contract requirements
 - Applying best disability management practices
 - Facilitating optimal recovery through positive intervention and accommodation
 - Facilitating early and safe return to productive employment
 - Developing individualized accommodation plans that recognize and utilize each employee's abilities
 - Respecting and maintaining confidentiality in keeping with legislative requirements
 - Facilitating the appropriate use of benefits and services as entitled
 - Working cooperatively with employees and the union to support and facilitate a safe return to work.

Application

To Local 79 members

Authority

Workplace Safety and Insurance Act
Ontario Human Rights Code
Occupational Health and Safety Act
Municipal Freedom of Information and Protection of Privacy Act
Collective Agreements
LTD Contracts
Applicable City of Toronto Policies

Index

Standard Case Management

- A. Initial documentation steps in Workplace Safety and Insurance Board cases
- B. Initial documentation steps in illness or non-occupational injury cases
- C. Case management steps for both Workplace Safety and Insurance Board and illness/non-occupational injury cases

Special Circumstances

- A. When the initial return to work information indicates that the employee is not yet able to participate in any type of work
- B. When the absence is more than four weeks
- C. When suitable transitional modified duties are not available in the employee's work division
- D. When a suitable and safe transitional accommodation plan cannot be developed because of missing or conflicting information regarding the employee's medical and/or functional status
- E. When difficulties are encountered in following the transitional accommodation plan
- F. When permanent alternate work is medically required
- G. When the employee refuses transitional accommodated work or permanent alternate work
- H. When the employee does not cooperate with the IDM process
- I. When a Long Term Disability application form has been submitted

- J. When there is a concurrent medical condition that may pose a barrier to work or which may affect entitlement to WSIB benefits
- K. When there is a pre-existing condition that may affect entitlement to initial or ongoing WSIB benefits

Standard Case Management

A. Initial documentation steps in Workplace Safety and Insurance Board Cases

1. Immediately upon learning of the injury, the supervisor completes the *Supervisor's Report of Injury/Accident* and conducts an accident investigation sufficient to complete the form. If the injury is a recurrence of a previous compensable injury, the Supervisor also completes the Supervisor's Recurrence Report. Refer to the *Guidelines for Completion of the City of Toronto's Supervisor's Report of Injury/Accident*
2. The supervisor arranges for completion of the *Witness Report* (where applicable).
3. The supervisor provides Injury Reporting/Return to Work information to the employee in person immediately upon report of the accident, or, if the employee is not available at the workplace, the supervisor sends the package immediately to the employee's home address. Includes:
 - o Employee instructions;
 - o Notification that appropriate modified work is available;
 - o Form 6 (Employee's Report of Injury/Accident);
 - o Covering letter to the treating health professional;
 - o City of Toronto's *Health Professional's Report of Worker's Function form*
 - o Job demands analysis of the employee's job, if available, to be inserted in the package by the supervisor.

Note: All materials used in steps 1-3 should be packaged together at the workplace for ease of access. A flow chart should be included to outline procedures and responsibilities. Appropriate Job Demands Analysis should be kept at each workplace to facilitate insertion in the employee's package.

4. The supervisor forwards completed documents as follows:

- Immediately forwards the *Supervisor's Report of Injury/Accident* and the *Recurrence Report* and *Witness Report* to those assigned responsibility within the division for completing Workplace Safety and Insurance Board, *Form 7's*;
 - Immediately upon receipt of the completed *Health Professional's Report of Worker's Function* form, the supervisor takes a copy and forwards the original to the designated Human Resources case coordinator.
5. If the *Health Professional's Report of Worker's Function* form has not been received within 5 days, the supervisor calls the employee to follow up and also contacts the case coordinator to advise of the delay.

B. _____ Initial documentation steps in illness or non-occupational injury cases

1. The employee notifies the supervisor of any absence related to illness in accordance with the relevant Collective Agreement and divisional procedures. Employees calling in who do not speak directly to their supervisor must provide a telephone number where they can be reached later the same day.
2. The supervisor documents the following during the initial phone call made on the first day of absence:
 - Confirms reason for absence;
 - Establishes when the employee is likely to return;
 - If appropriate, advises that modified work is available;
 - Informs employee of the requirement for a medical certificate per Collective Agreement.
3. The supervisor maintains regular contact with employee (weekly, biweekly, or monthly, as appropriate).
4. If modified work is identified as a possibility, either from the telephone contact or from the medical certificate, the supervisor sends a covering letter and the *Health Professional's Report of Worker's Function* form to the employee and the *Health Professional's Report of Worker's Function* form is to be completed by the employee's treating health professional.

C. _____ Case management steps for both Workplace Safety and Insurance Board and illness/non-occupational injury cases

The employee will be reminded that they can involve their Union at any stage of the return-to-work process.

1. Upon receipt of the *Health Professional's Report of Worker's Function form* (or other medical documentation that the employee may present from his/her treating health professional), the supervisor reviews the information, compares any restrictions to the demands of the worker's job, and discusses the information with the employee in person or by telephone.
2. When the supervisor determines that job accommodation is required, he/she consults with the employee and contacts the case coordinator to discuss possible accommodation measures.
 - o If the supervisor and case coordinator agree that the accommodation is appropriate, the supervisor implements the accommodation plan immediately and proceeds directly to step 6;
 - o Where further information is required prior to developing an accommodation plan, the case coordinator may complete steps 3,4,5 and/or 6 prior to further discussion with the supervisor.

Note 1: Steps 3,4,5 and/or 6 may not be required in all cases.

Note 2: Whenever the employee receives assessment or treatment services, the employee is asked to provide an informed consent to allow verbal and written findings/recommendations relevant to the return to work to be shared with appropriate members of the Integrated Disability Management team and WSIB, if appropriate.

3. As part of the team case review process, the case coordinator brings forward for review with the health & rehab consultant situations where:
 - o Clarification of medical and/or functional information is required to assist in developing the transitional accommodation plan: Should there be any need for clarification of the above information this would only be done by Employee Health and Rehabilitation.
 - o Assistance in referral to assessment or treatment resources such as medical specialist, physiotherapy and/or 3rd party assessment. Additional information of a medical nature is required from the employee's treating health professional.
4. If appropriate, the case coordinator completes and forwards an Ergonomics Service Request form asking the ergonomics consultant to

provide consultation in job demands analysis and/or accommodation measures. The ergonomics consultant reports back to the case coordinator.

5. The supervisor consults with the case coordinator and the employee where appropriate to determine accommodation arrangements. The supervisor or case coordinator makes a record of accommodations of less than one-week duration.
6. If the accommodation lasts longer than one week, the supervisor or case coordinator should record the transitional accommodation plan to include the following information:
 - o Time frame;
 - o Funding arrangements;
 - o Follow-up schedule;
 - o Job accommodation measures.
7. The plan is copied to:
 - o The employee;
 - o At employee's request, employee's union representative;
 - o The case coordinator (if involved);
 - o The health consultant (if involved).
8. The supervisor, in consultation with the case coordinator when necessary, monitors the employee's return to transitional work.
9. At the pre-determined intervals specified in the transitional accommodation plan, the supervisor provides a follow-up *Health Professional's Report of Worker's Function form* to the employee for completion by the employee's treating health professional, along with a copy of the existing transitional accommodation plan for information. The case coordinator monitors this process.
10. The employee is responsible for returning the completed follow-up *Health Professional's Report of Worker's Function form* to the supervisor, prior to the next scheduled change in the transitional accommodation plan.
11. If the follow-up *Health Professional's Report of Worker's Function form* indicates that changes are required to the plan:

- o The supervisor, employee and case coordinator discuss the changes;
- o The supervisor (or case coordinator) revises the plan and copies all involved parties;
- o Situations where the transitional accommodation plan is extended will be brought forward as part of the case review process (or combined in general re case review).

12. The employee resumes full-time, non-accommodated duties at the completion of the transitional accommodation plan unless there are medically supported contraindications.

Special Circumstances

Please note that each circumstance is separate and may occur independently of other circumstances.

A. ___ When the initial return to work information indicates that the employee is not yet able to participate in any type of work:

1. The supervisor sends a copy of the *Health Professional's Report of Worker's Function form* to the case coordinator.
2. The supervisor and case coordinator discuss the case and decide when a follow-up *Health Professional's Report of Worker's Function form* will be sent to the employee.
3. As part of the team case review process, the case coordinator brings forward for review with the health & rehab consultant situations where:
 - o Clarification of medical and/or functional information is required: Should there be any need for clarification of the above information this would only be done by Employee Health and Rehabilitation.
 - o Assistance in referral to assessment or treatment resources such as medical specialists, physiotherapy and/or 3rd party assessment
 - o Additional information of a medical nature is required from the employee's treating health professional
4. The supervisor maintains periodic contact with the worker, as appropriate.

5. If the *Health Professional's Report of Worker's Function form* has not been received within 5 days of having been sent, the supervisor calls the employee to follow up and also contacts the case coordinator to advise of the delay.
6. When the employee is able to resume work duties, *refer to the Standard Case Management*.

B. ___ When the absence is more than four weeks:

1. At four weeks of absence, the supervisor contacts the case coordinator to inform the case coordinator of the absence.
2. As part of the team case review process, the case coordinator brings forward for review with the health & rehab consultant situations where the case coordinator determines that the employee is to be contacted to:
 - o Clarify medical and functional information;
 - o Assist in referral to 3rd party assessment or treatment resources, external and/or internal;
 - o Assess return to work potential. When appropriate, sends the *Health Professional's Report of Worker's Function form* to the employee for completion by the treating health professional.

If appropriate, case coordinator/health consultant suggests employee explore alternative benefit options.

3. When there is an indication that a return to work may be possible, the supervisor and case coordinator and health consultant consult concerning the return to work process. If further clarification is required, the case coordinator/health consultant obtains the employee's informed consent to share with appropriate members of the Integrated Disability Management team and WSIB, if appropriate, any verbal and written findings/recommendations regarding the accommodation and return to work.
4. The case coordinator consults with the supervisor/health consultant and the employee where appropriate to determine accommodation arrangements.
 - o If the supervisor/case coordinator agree that the accommodation is appropriate, the supervisor implements the accommodation plan immediately.

- o If appropriate, the case coordinator completes and forwards an Ergonomics Service Request form asking the ergonomics consultant to provide consultation in job demands analysis and/or accommodation measures. The ergonomics consultant reports back to the case coordinator.

C. ___ When suitable transitional modified duties are not available in the employee's work Division:

1. The supervisor and case coordinator work together to identify alternate transitional placement opportunities elsewhere in the base division.
2. Funding arrangements for the alternate transitional placement within the base division are the responsibility of the base division. The case coordinator facilitates the process.
3. When required, the case coordinator contacts the placement specialist to assist in identifying suitable alternate transitional placements across the corporation.
4. When a suitable placement is found in another division, a transitional accommodation plan is completed and copied to the base supervisor, the receiving supervisor, the employee and the case coordinator.
5. The case coordinator or placement specialist liaises with the receiving supervisor and updates the base supervisor of the employee's progress and status.
6. When the employee is able to return to duties in the original work unit, the case coordinator and base supervisor arrange and document another transitional accommodation plan or return to full duties.

D. ___ When a suitable and safe transitional accommodation plan cannot be developed because of missing or conflicting information regarding the employee's medical and/or functional status:

1. The supervisor/case coordinator informs the employee of what information is missing in order to plan the return to work, and they request that the information be provided in order to move forward with the plan.
2. If assistance is required of the employee health and rehabilitation unit, as part of the team case review process, the case coordinator brings forward for review with the health & rehab consultant the information available in

the file. They review whether more information is required to ensure the development of a transitional accommodation plan that provides the opportunity for suitable and safe work.

3. The case coordinator/health consultant makes the appropriate referral to an external service provider for an Independent Medical Examination and/or Functional Abilities Evaluation. For WSIB cases, independent medicals are authorized under Section 36(1) of the Workplace Safety and Insurance Act.
4. The case coordinator/health consultant notifies the employee and the employee's treating health professional that an assessment has been scheduled, and obtains the employee's informed signed consent to release verbal and written findings/recommendations for accommodation purposes to appropriate members of the Integrated Disability Management Team and WSIB, if appropriate.

E. When difficulties are encountered in following the transitional accommodation plan:

1. The supervisor discusses the situation with the employee and case coordinator to identify barriers to the employee's progress, which may be related to either the employee's ability and/or operational constraints in the workplace.
2. If the difficulties are related to the employee's ability, the case coordinator brings forward for review with the health & rehab consultant as part of the team case review and together they work to identify the medical, functional and/or job related information that is required to determine the next step in the disability management process. The employee is informed of the information required from his/her health provider. This could include any of the following actions:
 - o A review of the current medical and functional information;
 - o A review of the match between the employee's job demands, medical restrictions and functional abilities;
 - o Obtaining further medical and/or functional information from the treating health professional;
 - o Obtaining further information about the job duties/tasks and job demands;
 - o Referral to assessment or treatment resources, such as medical specialists, physiotherapy and/or 3rd party assessment.

3. If the case coordinator/health consultant has referred the employee to assessment or treatment resources, and with the employee's informed consent, the case coordinator/health consultant shares any verbal and written findings/recommendations relevant to the accommodation and return to work process with the appropriate members of the Integrated Disability Management team and WSIB if appropriate.
4. If ergonomics consultation is required regarding job demands analysis, accommodation measures, and/or work suitability:
 - o The case coordinator contacts the ergonomics consultant, completes an Ergonomics Service Request form where appropriate and monitors the consultation process;
 - o The ergonomic consultant submits a written report to the case coordinator and health & rehab consultant.
5. If changes are required to the transitional accommodation plan:
 - o The supervisor, employee, case coordinator and health consultant if appropriate, discuss the changes;
 - o The supervisor or case coordinator revises the transitional accommodation plan and copies all involved parties.

The goal is to accommodate and return employees to their own job, but if this is not medically feasible, suitable alternate work will be sought.

F. When permanent alternate work is medically required:

1. The case coordinator brings forward as part of the team case review process for confirmation, the information from the health provider that supports the need for permanent alternate work. When required the placement specialist is consulted as part of the case review, where it is confirmed that a permanent alternate work placement is required.
2. When appropriate, the case coordinator/health consultant arranges a Functional Abilities Evaluation to determine the employee's ability to perform work tasks.
 - o The case coordinator/health consultant notifies the employee and the employee's treating health professional that a Functional Abilities Evaluation has been scheduled, and obtains the employee's informed consent to release verbal and written findings/recommendations to the appropriate members of the Integrated Disability Management team and the WSIB, if necessary.

3. When appropriate, the case coordinator and placement specialist meet with the employee to discuss accommodation needs, transferable skills, aptitudes, etc.
4. When appropriate, the case coordinator works with the employee and placement specialist to identify suitable alternate placements with the division or the corporation. **On the job training of the employee will be considered so as to identify possible suitable alternate placements.**
5. The placement specialist/case coordinator works with Staffing to access any vacant positions.
6. Once the receiving division has assessed that the employee's functional abilities and job skills match the job requirements, the employee shall be placed in the position. **The assessment will also determine if on the job training can allow the employee to perform the work.** If more than one employee meets the functional abilities and job skills of the position, seniority shall be the deciding factor.
7. If the employee is placed in the position it is on a work trial basis for three months. The salary paid to the employee is determined by the provisions of the Collective Agreement, the Workplace Safety and Insurance Act, if applicable, and/or relevant policies.
8. The supervisor monitors the employee's attendance and performance during the work trial period. The supervisor keeps the case coordinator and placement specialist informed of the employee's status.
9. If problems arise during the work trial period, the case coordinator meets with the employee/placement specialist/supervisor. The case coordinator involves other internal or external resources as required. The option for extension of the work trial for further training may be considered.
10. Upon successful completion of the work trial period, the employee is permanently placed in the position. The salary is determined by the provisions of the Collective Agreement and/or the Workplace Safety and Insurance Act, and/or other relevant policies.

11. If the work trial is not successful because of the employee's medical/functional restrictions, an alternative work trial will be sought within the employee's functional abilities and job skills.

G. ___ When the employee refuses transitional accommodated work or permanent alternate work:

1. The supervisor/case coordinator/health consultant/placement specialist contacts the employee to discuss the situation and reminds the employee that they can involve their Union.
2. Upon the employee's contact with the Union, the appropriate member of the IDM Team reviews the situation with the Union.
3. As part of the team case review process, the case coordinator brings forward the situation to review the match between the employee's job demands, medical restrictions and functional abilities to ensure the work offered is suitable based on the available information. The ergonomics consultant is consulted as part of the team as required.
4. When appropriate, the case coordinator and employee meet with the health consultant, supervisor and other parties to discuss the situation.
5. The case coordinator or health consultant, with informed consent, contacts the employee's treating health professional to discuss the situation.
6. When necessary, the case coordinator/health consultant refers the employee for an Independent Medical Examination or a Functional Abilities Evaluation – see Special Circumstance E(2) & (3) for process.
7. With informed consent, the case coordinator/health consultant and other appropriate members of the Integrated Disability Management team review relevant verbal and written findings/recommendations to make a determination on the suitability of work. In Workplace Safety and Insurance Board cases, if it is determined that the work offered is suitable and the employee continues to refuse the placement, the case coordinator notifies the Workplace Safety and Insurance Board to take further action.
8. When appropriate, the case coordinator consults with Labour Relations.

9. If necessary, the case coordinator arranges a meeting with the supervisor, appropriate Integrated Disability Management team members and employee including the employee's union representative, if requested.

H. ___ When the employee does not cooperate with the IDM process:

1. The case coordinator contacts the employee to clarify the employee's employment obligations and to clarify that the worker's cooperation is a necessary component of the accommodation process and reminds the employee that they can involve their Union.
2. Upon the employee's contact with the Union, the appropriate member of the IDM Team reviews the situation with the Union.
3. If the situation is not resolved, the case coordinator notifies Workplace Safety and Insurance Board (if applicable) and documents rehabilitation efforts for the division's further action.
4. If necessary, the case coordinator arranges a meeting with the supervisor, appropriate Integrated Disability Management team members and employee including the employee's union representative, if requested, to discuss the issues.
5. When appropriate, the case consultant consults with Labour Relations.

I. ___ When a Long Term Disability application form has been submitted:

1. The health consultant or Finance notifies the case coordinator of the Long Term Disability application.
2. The health consultant monitors the Long Term Disability process through regular Long Term Disability meetings with the insurance carrier.
3. The health consultant notifies the case coordinator of upcoming Long Term Disability meetings so that the case coordinator can provide appropriate input, including attendance at the meeting, if necessary.

4. The health consultant advises the case coordinator of any changes in Long Term Disability status.
5. Through regular contact with the Long Term Disability carrier, the health consultant advises the case coordinator of any potential for return to work.
6. If potential for return to work is identified, follow Special Circumstance B (3) and (4).

J. ___ When there is a concurrent medical condition that may pose a barrier to return to work or which may affect entitlement to WSIB benefits:

1. In order to meet return to work obligations and to ensure cost containment of the WSIB claim file, where there is a concurrent medical condition, the case coordinator/health consultant will ask the employee for an informed consent in order to obtain and release medical report/documentation and findings/recommendations (verbal or written) to the appropriate members of the Integrated Disability Management team and the WSIB.
2. If inadequate information is provided in order to develop a safe return to work program the employee should be informed of what information is required from the health care provider.
3. If the case coordinator/health consultant is unable to obtain the informed consent, the case coordinator will write to the WSIB asking the WSIB to investigate and obtain medical reports/documentation and findings pertaining to the concurrent medical condition.

K. ___ When there is a pre-existing condition that may affect entitlement to initial or ongoing WSIB benefits:

1. If a pre-existing medical condition becomes known to the case coordinator, he/she will advise the employee of the information that is required. If not received he/she will ask the employee for an informed consent in order to obtain medical documentation/reports/findings pertaining to the pre-existing medical condition. With informed consent, the document will be released to the WSIB for adjudication purposes.

2. If the case coordinator is unable to obtain an informed consent, the case coordinator will write to the WSIB asking the WSIB to investigate and obtain medical documentation pertaining to the pre-existing medical condition.

Approved by

Mediated Memorandum of Agreement with Local 79

Date Approved

July 9, 2004

Related links

Form 6

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

ARTICLE 41- EMPLOYEE BENEFIT PLANS

Delete this Letter of Intent as follows:

LETTER OF INTENT

RECREATION WORKERS, PART-TIME - EXTENDED HEALTH CARE BENEFIT PREMIUM

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 thirty percent (30%) until December 31, 2016, to the following rates:

- ~~Single~~ \$104.10 per month
- ~~Family~~ \$257.08 per month

The above premium rates to be shared 50/50 by the employee and the City.

It is further understood that when employees elect to enrol in the benefit plan, they are committing to enrol for the next full 12 calendar months.


Within thirty (30) days prior to December 31, 2016, the Director, Pension, Payroll & 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.

Flow through from the Unit B - Part-Time Collective Agreement

DATE AGREED: March 06, 2020



For the Union



For the City



For the Union



For the City

March 10th, 2020

Date Signed Off

March 13, 2020

Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
RECREATION WORKERS - PART-TIME AGREEMENT
March 13, 2020**

The Parties agree to amend this Article as follows:

44.01 Corporate policies/programs affecting Local 79 members shall be posted on the City of Toronto Intranet. Where divisional policies conflict with the corporate policy, the corporate policy shall prevail.

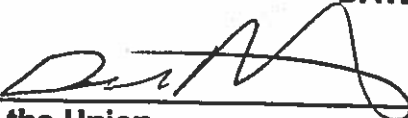


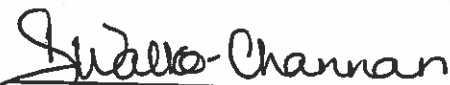
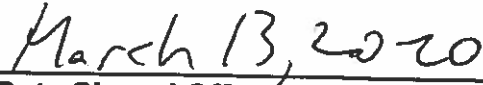
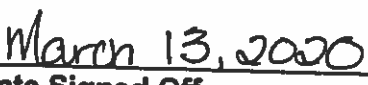
44.02 The parties agree that the following policies apply to Local 79 members ~~to amend the following to the Collective Agreement:~~

- 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
- Psychological Health and Safety 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.

44.03 The City agrees to provide a hyperlink to all City of Toronto policies within the online version of the Collective Agreement.

Flow through from the Full-Time Collective Agreement as appropriate
Flow through to the Part-Time Collective Agreements as appropriate

DATE AGREED: March 13, 2020	
 _____ 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**

LETTERS OF INTENT


Add new Letter of Intent as follows:

**LETTER OF INTENT
UNPAID LEAVE TO WORK ON A POLITICAL CAMPAIGN**

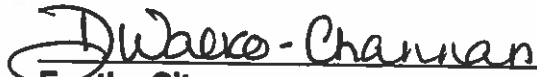
Local 79 members shall have the right to ask for a leave of absence without pay to work on a political campaign. Such request shall not be unreasonably denied.

Flow through to all Part-Time Collective Agreements

DATE AGREED: March 2, 2020




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 ITEMS
BULLETIN BOARDS**

Renew the Bulletin Boards Memorandum of Agreement.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: January 15, 2020

Fred Gahr
For the Union

D. Wexler-Channan
For the City

H. O. [Signature]
For the Union

L. Walkenbury
For the City

Date Signed Off

February 24, 2020
Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS
CORRESPONDENCE TO LOCAL 79**

Amend and Renew the Correspondence to Local 79 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 submitted in writing by mail or email and addressed to the President and the First Vice President. ~~and submitted by mail or email.~~

DATE AGREED: January 15, 2020

Fred Shuler

For the Union

S. Chero-Channan

For the City

[Signature]

For the Union

Ol. Wallenberg

For the City

Date Signed Off

February 24, 2020.

Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS
GENDER NEUTRAL PRONOUNS**


Add New Memorandum of Agreement as follows:

Gender Neutral Pronouns

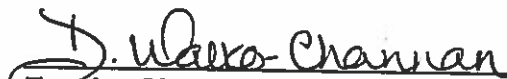
Prior to printing, the parties agree to replace gender specific pronouns with gender neutral pronouns in the Collective Agreement as housekeeping only. In so doing it is not the intent of either party to change the meaning or intent of the predecessor language.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: January 15, 2020



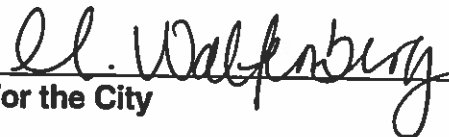
For the Union



For the City

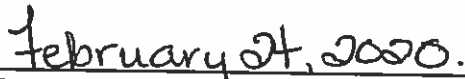


For the Union



For the City

Date Signed Off



Date Signed Off

The parties have agreed to the following items:

CUPE Local 79 RECREATION WORKERS PART-TIME	
Article	Subject
14.26	Disciplinary Discussions & Notations
15.02(a)	Jury Duty or Witness Service
15.15(a)	Leave of Absence for Chief Steward & Unit Officers
16.02	Seniority
20.02 (e)	Technological Change Training/mentoring
26.03	Protective Clothing
34	Plural Gender
35.01	Change of Address
37.01	Printing of the CA
LOI	JHSC Training
LOI	Investigation Protocol/Grievance & Arbitration Provisions
LOI	Investigation Protocol
MOA	Carriage of Seniority
MOA	Crisis Prevention Interventions Training
MOA	Domestic Violence Intimate Partner Violence Policy
MOA	Training for Schedulers

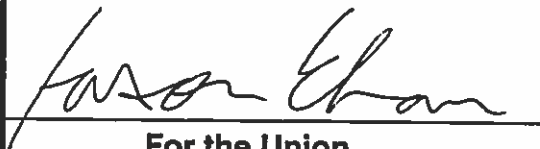
DATE AGREED: March 13, 2020



For the Union



For the City



For the Union



For the City

March 13, 2020

Date Signed Off

March 13, 2020

Date Signed Off

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

ARTICLE 14 – GRIEVANCE PROCEDURE AND ARBITRATION

Amend the 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) hours excluding weekends of receiving such request. Where such representation is not provided within the forty-eight (48) 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 the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 08, 2020	
<p style="text-align: center;"><i>F. Gaudin</i></p> <hr/> <p>For the Union</p>	<p style="text-align: center;"><i>J. Waters-Channan</i></p> <hr/> <p>For the City</p>
<p style="text-align: center;"><i>March 13th, 2020</i></p> <hr/> <p>Date Signed Off</p>	<p style="text-align: center;"><i>M. Walterburg</i></p> <hr/> <p>For the City</p> <p style="text-align: center;">March 13, 2020</p> <hr/> <p>Date Signed Off</p>

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

ARTICLE 16 – SENIORITY

Amend the Clause 16.02 as follows:

16.02

An employee shall lose his/her seniority and service ~~and shall be terminated if:~~

- (i) he/she voluntarily terminates his/her employment subject to the right to rescind in clause 16.06;
- (ii) he/she is discharged for reasonable cause;
- (iii) he/she is absent without notice and ~~or~~ without a satisfactory reason to the City, in excess of ~~three (3)~~ **ten (10)** working days from commencement of such absence;
- (iv) ~~he/she does not work for any period exceeding twelve (12) continuous months for reasons other than approved leave of absence, including any leave granted in accordance with statute. Training shall not constitute work for the purpose of this clause; he 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~~
- (v) on three (3) or more shifts ~~occasions~~ in twelve (12) continuous months ~~the calendar year~~ he/she, ~~without reasonable cause,~~ fails to report for work without providing a satisfactory reason to the City, after having agreed to report.

~~Flow through from the Full-Time Collective Agreement as appropriate~~
Flow through to all Part-Time Collective Agreements as appropriate

DATE AGREED: March 06, 2020

F. G. [Signature]

For the Union

J. [Signature]

For the City

[Signature]

For the City

March 13th, 2020

Date Signed Off

March 13, 2020

Date Signed Off




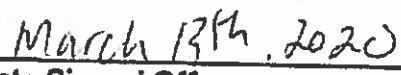
**CUPE LOCAL 79
AND
CITY OF TORONTO
RECREATION WORKERS - PART-TIME AGREEMENT**

ARTICLE 20 – TECHNOLOGICAL CHANGE

Amend Clause 20.02(e) as follows

The City agrees to provide the affected employees with reasonable training and/or mentoring appropriate to the new technology. No later than six (6) months following implementation, the Union may request to meet to discuss the training and/or mentoring provided.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 08, 2020	
 _____ For the Union	 _____ For the City
_____ For the Union	 _____ For the City
 _____ Date Signed Off	March 13, 2020 _____ Date Signed Off

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

ARTICLE 34 – PLURAL

Rename and Amend this Article as follows:









ARTICLE 34 –PLURAL/GENDER

34.01

Wherever the singular is used in this Agreement, it shall be considered as if the plural had been used wherever the context so requires.

Wherever a gender is expressed in this agreement it shall be deemed to include all expressions of gender identity wherever the context so requires.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 08, 2020	
 _____ For the Union	 _____ For the City
 _____ For the Union	 _____ For the City
 _____ Date Signed Off	 _____ Date Signed Off
 _____ Date Signed Off	 _____ Date Signed Off

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

ARTICLE 35 - CHANGE OF ADDRESS

Amend the Clause 35.01 as follows:

35.01

Every employee shall notify the City and ~~his/her their Supervisor or his/her designate~~ of any changes in their address, telephone number, e-mail address and/ or emergency contact, in a format provided by the City, ~~by completing the applicable form provided by the Supervisor or his/her designate~~ within two (2) weeks of the change.

Emergency contact numbers shall only be used in case of an emergency.

Flow through from the Full-Time Collective Agreement as appropriate
Flow through to all Part-Time Collective Agreements as appropriate

DATE AGREED: February 21, 2020

F. Glavin

For the Union

D. Walko-Chauhan

For the City

For the Union

J. Wolfenbary

For the City

March 13th, 2020

Date Signed Off

D. Walko-Chauhan

Date Signed Off

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

**ARTICLE 21 - HEALTH AND SAFETY
LETTER OF INTENT - JOINT HEALTH & SAFETY CERTIFICATION TRAINING**

Add New Letter of Intent as follows:

**LETTER OF INTENT
JOINT HEALTH & SAFETY CERTIFICATION TRAINING**

- 4) 1. The City and Local 79 shall establish a committee to engage in meaningful consultation regarding Joint Health & Safety Certification training, to include both basic and workplace specific training. Up to four (4) Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.
2. The City and Local 79 shall participate in the delivery of Joint Health & Safety Certification and workplace specific training, offered corporately, to Health & Safety Committee members. The City and Local 79 agree that in-class training is preferred, promotes co-operation between employees and responds to the training needs of individual employees and therefore the parties will continue to deliver in-class training for a substantive portion of parts 1 and 2 to Health & Safety Committee members.
3. Upon request from Local 79 and with the approval of their Division Head, one (1) Local 79 member employed by the City, per Division (except where there is currently more than one (1)), will be granted leave of absence with pay to attend a recognized training program, approved by the City, to qualify as a Joint Health & Safety Certification Trainer.

**Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements**

DATE AGREED: March 10, 2020	
<p style="text-align: center;"><i>F. Ghubri</i></p> <hr/> <p>For the Union</p>	<p style="text-align: center;"><i>J. W. Channan</i></p> <hr/> <p>For the City</p>
<p style="text-align: center;"><i>M. Walfenburg</i></p> <hr/> <p>For the Union</p>	<p style="text-align: center;"><i>M. Walfenburg</i></p> <hr/> <p>For the City</p>
<p style="text-align: center;"><i>March 13th, 2020</i></p> <hr/> <p>Date Signed Off</p>	<p style="text-align: center;">March 13, 2020</p> <hr/> <p>Date Signed Off</p>

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

**ARTICLE 14 – GRIEVANCE PROCEDURE
LETTER OF INTENT - GRIEVANCE AND ARBITRATION PROVISIONS**

Amend and Rename Letter of Intent – Grievance and Arbitration Provisions as follows:

**LETTER OF INTENT
INVESTIGATION PROTOCOL/GRIEVANCE AND ARBITRATION PROVISIONS**

The parties agree that the President of Local 79, the Chief Steward or their designates shall meet with ~~and~~ the Director of Employee and Labour Relations or designates ~~shall meet~~ within 120 days of ratification ~~during the term of this Collective Agreement~~ for the purpose of reviewing the investigation protocol, and grievance and arbitration provisions as set out in the Collective Agreement.

This review will include but will not be limited to the adequacy of the time limits as set out therein and any other matters of mutual concern, including the investigation process and communication between the City, the Union and employees, that may arise within the context of the grievance and arbitration process or investigations. The parties are committed to engaging in ongoing dialogue.

Meetings will be held at the request of either party.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 10, 2020	
<p style="text-align: center;"><i>F. S...</i></p> <hr/> <p>For the Union</p>	<p style="text-align: center;"><i>J. Channan</i></p> <hr/> <p>For the City</p>
<p style="text-align: center;"><i>M. Walfenburg</i></p> <hr/> <p>For the Union</p>	<p style="text-align: center;"><i>M. Walfenburg</i></p> <hr/> <p>For the City</p>
<p style="text-align: center;"><i>March 13th, 2020</i></p> <hr/> <p>Date Signed Off</p>	<p style="text-align: center;">March 13, 2020</p> <hr/> <p>Date Signed Off</p>

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

**ARTICLE 14 – GRIEVANCE PROCEDURE
LETTER OF INTENT - INVESTIGATION PROTOCOL**

Amend Letter of Intent as follows:

**LETTER OF INTENT
INVESTIGATION PROTOCOL**

Where the City conducts an investigation which may result in the discipline of a Local 79 employee(s), the employee(s) who is the subject of the investigation will be informed of the nature of the meeting and their right to Local 79 representation. The City shall inform ~~the Chief Steward or designate of~~ Local 79 about the pending investigation meeting and the nature of the meeting. The following information will be provide to a Local 79 designated via email:

- Name and contact information of the supervisor/manager;
- Name and contact information of the employee;
- Date, time and location of the meeting.

Where practical, the employee will receive twenty-four (24) hours notice of the investigation meeting.

At the meeting, the City will disclose the nature of the investigation including the nature of any complaints received.

At the meeting, the employee and the Local 79 Steward or representative will be informed if the City has contacted or intends to contact the police, children's aid societies or a professional regulatory body regarding the matters under investigation.

Once the investigation is completed, the employee will be informed of the outcome of the investigation in a timely manner.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 10, 2020	
<p style="text-align: center;"><i>F. Shuh</i></p> <hr/> <p>For the Union</p>	<p style="text-align: center;"><i>J. Walters-Channan</i></p> <hr/> <p>For the City</p>
<p style="text-align: center;"><i>March 13th, 2020</i></p> <hr/> <p>Date Signed Off</p>	<p style="text-align: center;"><i>M. Walferburg</i></p> <hr/> <p>For the City</p> <p style="text-align: center;">March 13, 2020</p> <hr/> <p>Date Signed Off</p>

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

**MEMORANDUM OF AGREEMENT ITEM
CARRIAGE OF SENIORITY**

Add New: Memorandum of Agreement Item as follows:

Carriage of Seniority

Upon receipt of a letter from TCEU Local 416 (to be obtained by Local 79) confirming their agreement, the City is prepared to discuss the provisions of Appendix "C", from the Full-Time Collective Agreement, including but not limited to the movement of a Local 79 Part-Time employee to a position covered by the TCEU Local 416 Collective Agreement.

Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements

DATE AGREED: March 2, 2020

F. Stuber

For the Union

J. Waters-Channan

For the City

M. Wattenburg

For the Union

For the City

March 13th, 2020

March 13, 2020

Date Signed Off

Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 35- HEALTH & SAFETY .F.5 *huc*
DOMESTIC VIOLENCE / INTIMATE PARTNER VIOLENCE POLICY**

21

Amend and Renew the Domestic Violence / Intimate Partner Violence Policy Memorandum of Agreement as follows:

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 section of the People & Equity Division Coordinating Committee will ensure that employees and management are advised when there are policy changes and that appropriate training is provided on the changes. also consider whether training on the Policy would be beneficial for employees and management.~~

~~Flow through from the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements~~

DATE AGREED: January 15, 2020

Fred Shulman
For the Union

Dulano Channan
For the City

[Signature]
For the Union

El. Walfenberg
For the City

March 13th, 2020
Date Signed Off

February 24, 2020.
Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS
TRAINING FOR SCHEDULERS**

Add Memorandum of Agreement Item – Training for Schedulers as follows:

Training for Schedulers

Within one-hundred and twenty (120) days of the ratification of the Collective Agreement, the City and the Union will meet to discuss the training of Schedulers on the Recreation Workers' Scheduling Procedure and website.

DATE AGREED: February 21, 2020

F. Gluck

For the Union

D. Waleko-Chanman

For the City

For the Union

For the City

March 13th, 2020

Date Signed Off

March 13, 2020.

Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS
ARTICLE 35- HEALTH & SAFETY *F.S.W.C.*
CRISIS PREVENTION INTERVENTION TRAINING**

21

Amend and Renew the Crisis Prevention Intervention Training Memorandum of Agreement as follows:

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 training is an important part of the City's Workplace Violence Program and that de-escalation training can be an important tool in the Workplace Violence Program.

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 the Full-Time Collective Agreement
Flow through to all Part-Time Collective Agreements**

DATE AGREED: January 15, 2020

Fred Gaudin

For the Union

D. Walke-Channan

For the City

A.O. Styles

For the Union

El. Walke-Channan

For the City

March 13th, 2020

Date Signed Off

February 24, 2020

Date Signed Off