

# COLLECTIVE AGREEMENT

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*Between*



Canadian Union of Public  
Employees Local 2998

*And*



City of Toronto

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**January 1, 2009 - December 31, 2011**

# COLLECTIVE AGREEMENT

BETWEEN:



**CITY OF TORONTO**

*(Hereinafter referred to as "the Employer")*

- AND -



**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2998**

*(Hereinafter referred to as "the Union")*

*(Collectively referred to as "the parties")*

Regarding the Association of Community Centres listed below:

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

**Whereas** the Union is an organization of employees formed for purposes that include the regulation of relations between employees and employers; and

**Whereas** the by-laws of the Union as approved provide that membership in the Union shall be open to those employees of the Employer working more than 18 hours per week in the community centres listed above; and

**Whereas** the Union applied for certification to represent those employees of the Employer working in the community centres listed above who work less than 18 hours per week, or perform casual relief work, and was certified to represent them and negotiate a first collective agreement accordingly; and

**Whereas** the Employer and the Union agreed that the Union would merge the two bargaining units for which it was certified and that one collective agreement for all the employees represented by the Union working in the community centres listed above would be negotiated; and

**Whereas** the Employer and the Union have mutually agreed to enter into and execute this Collective Agreement commencing from January 1, 2009, to remain in force until and including the 31<sup>st</sup> day of December, 2011, and from year to year thereafter as hereinafter provided;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises, the Employer and the Union mutually covenant and agree as follows:

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## **Article 1: Purpose**

- 1.01 The purpose of this Agreement is to establish and maintain a collective bargaining relationship between the parties, to provide a method for the prompt and equitable adjustment of complaints and grievances of employees and disputes between the parties and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

## **Article 2: Term of Agreement - Termination in Whole or Part**

- 2.01 This Agreement shall remain in force from the first (1st) day of January, 2009, until and including the thirty-first (31st) day of December, 2011, and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement and both parties shall thereupon negotiate in good faith in respect of the matters which they so propose to change or alter.

## **Article 3: No Strike or Lockout**

- 3.01 The Employer agrees that there shall be no lock-out and the Union agrees that there shall be no strike during the term of this Agreement. The meaning of the words "lock-out" and "strike" shall be as defined in the *Labour Relations Act, 1995*, S.O. 1995 as amended (the "Labour Relations Act").

## **Article 4: Copies of Agreement**

- 4.01 The parties agree to share on a fifty-fifty (50/50) basis, the cost of printing and distributing the Collective Agreement to the appropriate bargaining unit and management staff. The parties will make every reasonable effort to ensure that the printed Collective Agreement will be ready for circulation within ninety (90) days of the ratification of the Memorandum of Settlement.

## **Article 5: Recognition**

- 5.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the City at the ten (10) Community Centres coming within the Association of Community Centres (AOCC's), save and except supervisors, persons above the rank of supervisor, Special Project Workers as defined, and Summer Program Staff as defined.
- 5.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or her/his representative which conflicts with the terms of this Collective Agreement.

## **Article 6: Categories of Employment and Definitions**

- 6.01 "Summer Program Staff" are employees hired solely for the purpose of providing a program which runs only during the summer period of any calendar year, whether or not those employees are students. For the purposes of this provision, "summer period" is defined as the period commencing May first (1st) through to and including Labour Day.
- 6.02 "Special Project Workers" are employees hired solely for the purpose of providing a program of less than one (1) year in duration which is dependent on a designated single grant for eighty percent (80%) or more of its funding.

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

- 6.03 (a) Casual relief work is work required to accommodate workload requirements or to relieve employees absent on account of vacation, illness, accident or authorised leave of absence.
- (b) "Casual Relief Staff" are employees hired solely for the purpose of performing casual relief work.
- (c) The Employer may assign casual relief work to employees other than Casual Relief Staff. Any hours so assigned are added to their other scheduled hours for purposes of entitlements under this Agreement.
- 6.04 All reference to "spouse" in this Collective Agreement shall include common-law, same-sex, or opposite sex partner.
- 6.05 When the context so requires whenever the singular or masculine is used in this Agreement, it shall be read as if the plural or feminine, respectively, were expressed.
- 6.06 Where the terms "Executive Director" and "Director of Employee & Labour Relations", "Manager", or "Supervisor" appear in this Collective Agreement, it shall be read to include "or her/his designate".
- 6.07 Where the term "Executive Director" appears in this Collective Agreement, it shall be read to mean the "Executive Director of the appropriate Community Centre".

## **Article 7: Union Security and Check-Off**

- 7.01 All employees covered by this Agreement as a condition of employment shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union, provided that the Employer shall not be required to discharge an employee who has been expelled or suspended from membership in the Union, other than for engaging in unlawful activity against the Union. New employees covered by this Agreement shall become members in good standing in the Union

within thirty (30) calendar days from the respective dates of the commencement of their employment.

- 7.02 Pursuant to clause 7.01, the Employer shall deduct the regular monthly union dues from the wages of all employees as a condition of employment. The deduction shall be made on a per-pay basis and remitted to the National Secretary-Treasurer of the Union by the fifteenth (15th) day of the month following the month for which the dues were deducted, accompanied by a list of names, addresses, home phone numbers of employees from whose wages deductions have been made, their work location, job title, and the number of hours for which each employee was compensated. The list will also indicate terminations of employment. A copy shall be forwarded at the same time to the Union.
- 7.03 The Union will indemnify and save the Employer harmless from any and all claims which may be made against either party by an employee or employees for the amounts deducted from their pay as provided by this Article.
- 7.04 The Union shall advise the Employer in writing of the amount of Union dues to be deducted from every employee covered by this Agreement and of any changes in the amounts to be deducted. The Union shall advise the Employer in writing of the name and address of the National Secretary-Treasurer of the Union and of any changes thereto.
- 7.05 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in this Article.
- 7.06 The Employer shall include the amount of union dues deducted on each employee's T-4 slip.
- 7.07 The Union shall be notified of all staff changes occurring within the bargaining unit on a monthly basis including, but not limited to, new hires, recalls, retirements, resignations, terminations,

promotions, Special Project Workers who have become part of the bargaining unit, and employees completing their probationary period.

- 7.08 Employees shall notify the Employer of any changes in their address or telephone number within two (2) weeks of the change.
- 7.09 Employees shall provide their immediate supervisor/manager with the name of their emergency contact and notify of any changes within two (2) weeks of the change.

## **Article 8: Management Rights**

- 8.01 The Union and the employees recognize and acknowledge that it is the exclusive function of the Employer to:
- (i) maintain order, discipline and efficiency;
  - (ii) hire, discharge, layoff, direct, classify, transfer, schedule hours of work, promote, demote and suspend or otherwise discipline any employee provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that any such employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided; and,
  - (iii) generally to manage the operation and undertakings of the Community Centres and without restricting the generality of the foregoing to select, install, and require the operation of any equipment, plant and machinery which the Employer in its complete discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Community Centres.
- 8.02 The Employer agrees it will not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.

## **Article 9: No Discrimination**

- 9.01 (a) The Employer confirms it shall not engage in or condone discrimination, harassment, interference, restriction or coercion exercised or practised by it in carrying out its functions.
- (b) The Employer, its employees and the Union shall not engage in or condone discrimination, harassment, interference, restriction, or coercion exercised or practised by them with respect to any employee in the matter of wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reasons of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, record of offences, political or religious affiliation, sex, sexual orientation, gender identity, age, marital status, family status, disability, and the Employer agrees that it will not, either directly or through any person acting on its behalf, discriminate against any person in its employ because the employee is an Officer, Steward, committee member or member at large of the Union.
- 9.02 In this Article, the term “disability”, as provided in clause 9.01(b) shall be as defined in the *Human Rights Code*, R.S.O., 1990, as amended.

## **Article 10: Harassment**

- 10.01 Each Community Centre will post the Employer's Human Rights and Anti-Harassment Policy in a prominent location in the workplace.
- 10.02 Every employee has a right to be free from harassment and from any reprisal or threat of reprisal for the rejection and/or reporting of this type of behaviour.

## **Article 11: Representation**

- 11.01 The Employer acknowledges the right of the Union to appoint or otherwise select Officers, and no more than two (2) Site Stewards per Community Centre. The Union acknowledges and agrees that Officers and Site Stewards have regular duties to perform and will not leave their regular duties to assist employees in respect of matters arising under this Agreement without obtaining the permission of their Executive Director and will similarly report upon returning to their regular duties. Permission shall not be unreasonably denied. Subject to clauses 32.02 and 32.03, time spent during an employee's regular working hours pursuant to this Agreement shall be without loss of pay.

Notwithstanding the appointment of Site Stewards by Community Centre as designated herein, the Employer recognizes that there may be occasions on which a Union representative may assist in the processing of a grievance originating in another Community Centre.

- 11.02 The Union will supply the City and the Community Centres with a list of all of its Stewards and Officers and the Community Centre she/he represents, as soon as they are elected or otherwise appointed, and thereafter will notify in writing of any changes.
- 11.03 Employees, not exceeding five (5) in number, who are required to attend negotiation meetings to renew the Collective Agreement with representatives of the Employer shall be granted time off from work for this purpose after giving reasonable advance notice in writing to the Executive Director. This time off shall be with pay at the employee's regular rate of pay. Those employees who normally work the afternoon shift will be expected to work in the evening after they have attended negotiations during the day, provided that the negotiations are four (4) hours or less on that day.

In the event that two (2) or more representatives are from one Centre and this leave would create operational difficulties, the Union agrees to meet with the Employer to discuss these concerns.

- 11.04 All correspondence directed to the Union, other than that related to the Grievance and Arbitration process or as otherwise stipulated in this Collective Agreement, shall be copied to the Recording-Secretary of the Union.
- 11.05 (a) A representative of the Union shall be given an opportunity to meet with each new employee working eighteen (18) hours per week or greater within their respective regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first (1st) month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership.
- (b) Where operations permit, a representative of the Union shall be given an opportunity to meet with new employees not covered by 11.05(a) above within their respective regular working hours, without loss of pay, for a maximum of thirty (30) minutes for the purpose of acquainting the new employee with the benefits and duties of union membership.
- (c) Otherwise, a representative of the Union shall be given an opportunity to meet during the new employee's orientation for a maximum of thirty (30) minutes for the purpose of acquainting the new employee with the benefits and duties of union membership.
- 11.06 When new employees commence employment, their supervisors shall introduce them to their Site Steward or Union Representative.

## **Article 12: Labour-Management Committee**

- 12.01 A Labour-Management Committee shall be established to discuss topics of general and/or specific interest to the parties. Its purpose will be to provide an outlet for the exchange of ideas between the

City, the Community Centres and the Union and it shall, from time to time, as it sees fit, make recommendations which will make for a greater degree of co-operation and understanding between the parties concerned.

- 12.02 The Committee shall be comprised of not more than five (5) representatives from the Employer, including one representative from Employee & Labour Relations, and five (5) representatives from the Union, including one National C.U.P.E. Representative. Members of the bargaining unit authorised to participate on this Committee shall receive their regular rate of pay for attendance at Labour-Management meetings scheduled during their regular hours of work.
- 12.03 An agenda of the subjects to be discussed will be submitted at least seven (7) working days before the day agreed upon for the meeting. The Labour-Management Committee will meet in April and October, provided that additional meetings may be requested and will be scheduled as necessary. Health and Safety shall be a standing agenda item of the Labour Management Committee.

### **Article 13: Bulletin Boards**

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

### **Article 14: Probationary Period**

- 14.01 The Employer shall have the exclusive and unlimited right to discharge:

- (a) any employee regularly working forty (40) hours per week at any time during the first one thousand and forty-four (1,044) hours actually worked within the latest period of continuous employment with the Centre; or,
- (b) any employee regularly working fewer than forty (40) hours per week and eighteen (18) hours per week or greater during the first twelve (12) months of employment, or prior to the completion of one thousand and forty-four (1,044) hours, whichever comes first; or,
- (c) any employee working fewer than eighteen (18) hours per week or casual relief employees prior to the completion of one thousand and forty-four (1,044) hours.
- (d) Employees who have completed five (5) calendar years or more and have worked a total of seven hundred and fifty (750) paid hours will be deemed to have completed their probationary period for disciplinary and discharge purposes only.

14.02 These periods are defined as the probationary period. The probationary period may not be completed while the employee is absent and in no case shall an employee be required to complete more than one probationary period.

## **Article 15: Seniority and Service**

15.01 Seniority shall be based on aggregate hours subject to the provisions of this Article. Seniority shall accrue from the first day worked with the respective Community Centre, upon successful completion of the probationary period.

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

- (i) voluntarily terminating employment and not withdrawing their resignation within forty-eight (48) hours;

- (ii) discharge for reasonable cause from employment without written reinstatement;
- (iii) failure to report for work within five (5) working days from the date that recall to work is issued;
- (iv) absence from work without authorisation in excess of seven (7) calendar days from commencement of such absence; or
- (v) not being recalled to work to the Community Centre from which they were laid off within eighteen (18) months from the date of being notified that the employee is surplus to the work requirements.

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

- (i) voluntarily terminating employment and not withdrawing their resignation within forty-eight (48) hours;
- (ii) discharge for reasonable cause from employment without written reinstatement;
- (iii) failure to report for three (3) scheduled shifts within any calendar year without reasonable cause; or,
- (iv) the employee has not been available for a period of twelve (12) months except when the employee is on an authorised leave, including any leave authorised by statute.

15.04 Each Community Centre shall maintain its own seniority list of aggregate service for its employees in accordance with the provisions of this Article. Seniority will be recorded in aggregate hours for all employees. The Union shall be provided with an up-to-date list in January and June of each year. Each Centre's list will include all employees covered by this Agreement in order of seniority, stating the employees' names, job titles and date of hire.

## **Article 16: Layoff and Recall**

- 16.01 (a) In the event of a staff reduction at a Community Centre, employees working eighteen (18) hours per week or greater shall be removed from work in reverse order of seniority within the job title. An employee at the respective Community Centre may bump an employee, within the same Community Centre, with less seniority, provided she/he is immediately qualified to perform the duties of the position held by the less senior employee. The employee electing to bump an employee having less seniority shall confirm her/his intention to bump within seven (7) calendar days of the notice of lay-off. The confirmation shall be provided in writing to the Executive Director.
- (b) When work becomes available, laid-off employees as defined in clause 16.01(a), if not more than eighteen (18) months have elapsed from the date they became surplus to the work requirements, shall be re-employed in order of seniority, provided that they possess the necessary qualifications for the work. During the period in which they are surplus to the work requirements, these employees shall not be entitled to the rights or benefits provided under this Agreement, other than the right of recall within the specified period as provided herein.
- 16.02 Subject to clause 16.01(b), seniority is not to be considered a reason for continuity of the employment relationship during or after an eighteen (18) month non-working period caused by a staff reduction.
- 16.03 Employees who have been laid off for less than eighteen (18) continuous months and who have not passed their probationary period will be given preference for re-employment provided they possess the qualifications for the work available.

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

### **Notice of Layoff**

- 16.05 (a) A Community Centre shall provide written notice of any proposed layoff(s) of employees covered under this Article to the Union at least fourteen (14) calendar days prior to any notice to employee(s). Upon request, the Executive Director shall meet with the Union within seven (7) calendar days to discuss the layoff(s).
- (b) The Employer agrees to provide notice of layoff consistent with the provisions of the Employment Standards Act, 2000, R.S.O. 2000 (the "ESA"). Any layoff notice shall be copied to the Union at the same time it is issued to the affected employee.

## **Article 17: Grievance Procedure**

- 17.01 For the purposes of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 17.02 Time limits for all steps of the entire grievance and arbitration procedure may be extended by written mutual consent.
- 17.03 Where a difference arises between the parties relating to the interpretation, application, alleged violation or administration of this Agreement, including any question as to whether a matter is arbitrable, the difference, referred to as "the dispute" in Step One and thereafter as "the grievance", shall be resolved according to the following procedure.

## **Step One – Dispute Resolution**

- (i) Before the dispute is put in writing, the employee's immediate manager will have an opportunity to discuss and address the dispute. Within twenty (20) working days following the circumstances giving rise to the dispute or the circumstances ought to have become known to the employee, the Union shall request a meeting with the employee's immediate manager, who shall arrange a meeting within five (5) working days of receiving the request. The employee shall be accompanied by a Site Steward or an available Union Representative. Within five (5) working days of the date of the Step One – Dispute Resolution meeting, the manager will advise the Site Steward and the employee in writing whether the dispute was denied, granted or resolved. Any resolutions reached at this step shall be without prejudice or precedent.

## **Step Two**

- (ii) if the dispute is not resolved at Step One, the grievance shall be put in writing and be signed by the Union and the employee, or the Union on the employee's behalf, and will include the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the provisions of the Agreement which are alleged to have been violated. The Union shall file the grievance and the written decision as provided for in Step One with the Executive Director of the respective Community Centre within ten (10) working days following the Step One meeting. The Executive Director shall confer with the Union within fifteen (15) working days after receipt of the grievance at Step Two, and shall advise the Union in writing of her/his decision in respect to the grievance within five (5) working days of the time of the conference. The Grievor shall have the right to be present at the Step Two meeting.

### **Step Three**

(iii) In the event that the Executive Director does not provide the redress satisfactory to the Union it may within twenty (20) working days after the receipt of the written decision of the Executive Director, forward copies of the grievance and the written decision as provided for in Step Two to the Director of Employee & Labour Relations. Upon receipt of such copies the Director of Employee & Labour Relations shall, in consultation with the Executive Director, confer forthwith with the Union in an effort to resolve the matter. The Director of Employee & Labour Relations shall advise the Union in writing within fifteen (15) working days after the said conference of her/his decision in respect to the grievance. The grievor shall have the right to be present at the Step Three meeting.

17.04 The parties agree that the suspension or discharge of a probationary employee does not constitute a difference between the parties as set out in clause 17.03 above.

### **Arbitration**

17.05 In the event that the Director of Employee & Labour Relations does not provide redress satisfactory to the Union, it may, within twenty (20) working days after the receipt of the written decision of the Director of Employee & Labour Relations, require that the grievance be submitted to arbitration by notifying the Employer in writing.

No matter may be submitted to arbitration which has not been properly processed through all previous steps of the grievance procedure as set forth in this Agreement.

17.06 Grievances submitted to arbitration shall be determined by a single arbitrator. The parties shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, one will be selected randomly from the following group of arbitrators:

Elaine Newman  
Randy Levinson  
Russell Goodfellow  
Louisa Davie  
Maureen Saltman

- 17.07 Upon mutual agreement by the parties, the grievance may be determined by a Board of Arbitration. The parties will confirm in writing the name of their nominee to the arbitration board within twenty (20) working days of the agreement. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson, the Union shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the Employer and to the nominees to the Board.
- 17.08 The single arbitrator, or the Board of Arbitration as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding upon the Union, the Employer, and upon any employee affected by it. The decision of a majority shall be the decision of the Board of Arbitration, but if there is no majority the decision of the Chairperson shall govern.
- 17.09 Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Board of Arbitration, or single Arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.
- 17.10 The Arbitrator or Board of Arbitration shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.

- 17.11 At any step of the grievance procedure the Union shall have the right to the assistance of a Representative of the National Union.
- 17.12 The grievance procedure as set out in this Article will apply to clauses 17.13 to 17.16 except as amended below.

### **Policy Grievance**

- 17.13 Policy grievances arising out of the interpretation, application, administration or alleged violations of this Agreement may be filed with the Director of Employee & Labour Relations at Step Three of the grievance procedure, with copies provided to the Executive Director(s) of the affected Centre(s), within twenty (20) working days of the circumstances giving rise to the grievance have occurred or have become known to the Union.

### **Group Grievance**

- 17.14 Where a grievance involves a group of employees from the same Community Centre, it may be initiated at Step One when involving one (1) manager, or at Step Two when involving more than one (1) manager at the Centre. Where a grievance involves a group of employees from more than one (1) Community Centre, it may be initiated at Step Three, with copies provided to the Executive Directors of the affected Centres. In any case, the grievance shall be filed within twenty (20) working days of the circumstances giving rise to the grievance have occurred or have become known to the Union.

### **Suspension or Discharge Grievance**

- 17.15 Whenever an employee, other than a probationary employee, is suspended or dismissed, the grievance shall be initiated at Step Three within twenty (20) working days after the employee has been suspended or ceases to be employed by the Employer, as the case may be.

## **Management Grievance**

- 17.16 In the event the Employer has a grievance, the Director of Employee & Labour Relations, following consultation with the Executive Director of the Community Centre or Centres, shall file a grievance in writing and will include the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the provisions of the Agreement which are alleged to have been violated. The grievance shall be filed within twenty (20) working days of the circumstances giving rise to the grievance with the authorised Officers of the Union who shall confer with the Director of Employee & Labour Relations within twenty (20) working days of receipt of such grievance. In the event that the authorised Officers of the Union do not provide redress satisfactory to the Employer, the Director of Employee & Labour Relations may process the grievance to arbitration in accordance with the arbitration provisions as set out in this Agreement, with the necessary changes being made.

## **Mediation**

- 17.17 Where the parties determine that mediation is warranted, and in an effort to resolve the grievance, it shall be forwarded to the following designated mediator: Gerry Lee

The costs of the mediation shall be shared jointly by the parties.

Where resolution of the grievance is unsuccessful, the matter may continue to be pursued through arbitration, as provided for in this Article.

## **Article 18: Job Postings (Employment)**

- 18.01 (a) (i) Whenever the Employer determines a vacancy is to be filled for a position regularly scheduled for thirteen (13) hours per week or greater and forty-five (45) days or longer in duration, a notice to this effect shall be posted in each of the Community Centres for a period of one (1) calendar

week. An electronic copy of the posting shall be sent by e-mail to the Union.

Application for such positions shall be received by the Community Centre with the posted vacancy. Only those candidates whose written applications indicate that they meet the stated job requirements shall be given further consideration for the posted position.

(ii) Failure of a Community Centre to post the notice shall not result in a grievance against the Community Centre with the posted vacancy.

(b) Applicants from within the issuing Community Centre will be given first consideration and, if no selection is made, consideration will be given to applicants from other Community Centres and finally, if no selection is made, the Community Centre may then consider external applicants.

(c) The selection of qualified applicants will be based upon any or all of the following factors: education, training, relevant work experience, ability, skills specific to the position posted, appraisal of past performance which may include a review of their personnel file, seniority with the Community Centres covered by this Agreement, and reference checks.

(d) Where two (2) or more of the qualified applicants are relatively equal, seniority shall prevail.

18.02 The job posting shall contain the following information:

- a description of the duties of the position;
- to whom the application is made;
- required qualifications, skill level, education and experience applicable to the position; and,
- the wage rate or salary range, as applicable.

18.03 The Community Centre, at its discretion, may advertise the vacancy as it sees fit to the community-at-large at the same time as it posts for the vacancy internally.

- 18.04 The Union will be advised of the name of the successful applicant within seven (7) calendar days of the appointment.

### **Trial Period**

- 18.05 The successful applicant provided she/he was a member of the bargaining unit at the time of the posting, shall be given a trial period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the position is not satisfactory to the employee, she/he shall be returned to her/his former position, wage or salary rate, without loss of seniority.

### **Portability of Seniority and Service Related Entitlements**

- 18.06 An employee of one Community Centre who is successful in a job posting to another Community Centre shall have her/his service-related credits and seniority accrued at the time of the posting recognized by the receiving Community Centre and shall thereafter continue to accrue pursuant to the terms of this Agreement.

## **Article 19: Personnel Files**

- 19.01 Employees shall have access to their personnel file, in the presence of their manager at the Centre for the purpose of review. Access to the personnel file shall be provided no later than three (3) weeks following receipt of the request.
- 19.02 Where an employee has not received a disciplinary notation for a period of two (2) years actually worked, any disciplinary notation recorded on the employee's service record shall be null and void insofar as it pertains to the record of such employee. If the employee requests the removal of a disciplinary notation(s) after such two-year period, the disciplinary notation(s) will be removed from the employee's file.

## **Article 20: Wages and Salaries**

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

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

January 1, 2009	1.75%
January 1, 2010	2.00%
January 1, 2011	2.25%

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

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

- (b) Effective January 1, 2010, increase all rates in Schedule "A" payable on December 31, 2009, by two percent (2%).
- (c) Effective January 1, 2011, increase all rates in Schedule "A" payable on December 31, 2010, by two and one quarter percent (2.25%).

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

## **Increments**

- 20.02 (a) (i) Employees who work eighteen (18) hours per week or greater and who are employed in a position to which a salary range is applicable shall, upon completion of two thousand and eighty-eight (2,088) hours, progress through the increment levels as set out in wage Schedule "A" attached and in accordance with this Article.
- (ii) Employees who work fewer than eighteen (18) hours per week and casual relief employees who are employed in a position to which a salary range is applicable shall, upon completion of two thousand and eighty-eight (2,088) hours for each step, progress through the increment levels as set out in wage Schedule "A" attached and in accordance with this Article.
- (b) Where an increment is withheld, the employee shall be advised in writing of the reasons therefore.
- (c) Increments, if granted, shall be effective at the beginning of the pay period following the date upon which the increment is effective.

## **Acting Rate**

- 20.03 Employees who are assigned and perform the regular duties of a higher rated position for at least a full day or all scheduled hours shall be paid the minimum of the hourly rate for the position of the higher job title or an increase of sixty-five cents (\$0.65) per hour, whichever is greater ("the acting rate").
- 20.04 For employees regularly working eighteen (18) hours per week or greater, the acting rate shall apply to periods during which the employee is absent on paid leave, receiving sick pay, on paid holidays or on annual vacation, provided that the employee has been continuously paid at the acting rate for at least three (3) consecutive months and the qualifying period has not been

interrupted by an aggregate of absences of paid leave, sick pay, paid holidays, or vacation in excess of twenty (20) working days prior to the absence or paid leave.

- 20.05 The above acting rate will be paid only if the employee is still being paid the acting rate at the commencement of the absence and only to the extent that it would have been paid had the employee remained at work, and the acting rate would have been in place.

### **Pay Equity**

- 20.06 In recognition of the parties' mutual commitment to the ongoing process of pay equity, their obligations under the *Pay Equity Act*, R.S.O., 1990, as amended ("Pay Equity Act"), and to the principle of equal pay for equal work of equal or comparable value the parties agree as follows:

- 20.06 (a) The City shall be the employer under the Pay Equity Act; and
- (b) The parties agree to meet within sixty (60) calendar days of ratification and as required thereafter to develop an appropriate process for achieving and maintaining the objectives of the Pay Equity Act.

### **Job Evaluation**

- 20.07 (a) During the term of this Agreement, changes in job content and the establishment of new jobs shall be governed by the "Gender Neutral Comparison System" attached as Schedule "B".
- (b) This Article does not apply to employees in youth internships.

## **Article 21: Hours of Work and Premium Pay Provisions**

- 21.01 Where major changes are required in the scheduling of hours of work, including the introduction of new schedules for existing

work, the Employer agrees to advise and discuss such changes with the Union prior to their implementation. The Employer shall provide the proposed changes in work hours to affected employees for discussion and a Union Representative may attend any meetings.

### **Meal Breaks and Rest Periods**

- 21.02 (a) Effective ninety (90) days following ratification, each employee shall be afforded a rest period equivalent to fifteen (15) minutes for any four (4) hour period worked where operational requirements allow, as determined by the Executive Director.
- (b) Employees who are not able to take their meal breaks due to operational needs, shall at the Employer's discretion, have their meal breaks rescheduled within the same day. If that is not possible, the employee shall be compensated for the lost meal break at straight time, or time and a half, whichever is applicable.

### **Employees Working Fewer Than Eighteen (18) Hours Per Week and Casual Relief Employees**

- 21.03 (a) For employees working fewer than eighteen (18) hours per week and casual relief employees, the hours of work shall be scheduled as required by the respective Community Centre subject to the terms of this Agreement.
- (b) Where possible, the Employer agrees to provide a minimum of twenty-four (24) hours notice to employees working fewer than eighteen (18) hours per week where a previously scheduled shift is to be cancelled.
- (c) Where an employee reports for the previously scheduled shift of two (2) hours or greater, and no work is available, the Employer shall endeavour to find the employee alternate work. Where no alternate work is available she/he shall be

paid two (2) hours of pay at the rate of the position she/he was originally scheduled to work.

- (d) Employees who are called in to work a shift within the hour before the shift starts shall be paid for the entire shift, provided they report within the first hour of the call.

### **Premium Pay (Overtime)**

- 21.04 Employees shall be paid at the rate of time and one-half (1½) for all time worked in excess of eighty (80) hours during a regular pay period.

### **Lieu Time**

- 21.05 (a) Employees may receive compensation for authorised overtime worked in the form of time off in lieu of pay, at the rate of one and one-half (1½) hours off for each hour of overtime worked. The lieu time accumulated for both overtime work in accordance with this Article, and work on designated holidays in accordance with Article 22, shall not exceed eighty (80) hours per year.
  - (b) Lieu time shall be taken during the calendar year in which the excess time is worked. An employee may, with the approval of the Executive Director, or at the request of the Executive Director and with consent of the employee, take the time off during the next calendar year.
- 21.06 Requests to take lieu time shall be made in writing two (2) weeks in advance of the leave and the Employer shall respond in writing within five (5) working days concerning the approval of the request. In the case of an emergency, the response from the Employer shall be made immediately.

## **Call Back / Call-in**

- 21.07 Employees who regularly work eighteen (18) hours per week or greater and who are required and authorised to return to work after having left the work location at the end of their shift will be allocated a minimum two (2) hours of lieu time at time and one-half (1½), or will be allocated time and one-half (1½) the actual number of hours worked.

## **Article 22: Designated and Statutory Holidays**

### **Designated Holidays: Employees regularly working eighteen (18) hours per week or greater**

- 22.01 (a) For employees regularly working eighteen (18) hours per week or greater, the days to be designated as holidays by the Employer in each year during the term of this Agreement shall be the following: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day, December 26th and Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).
- (b) When any of the above-named holidays fall on a Saturday or Sunday, (excepting Remembrance Day), the Employer shall designate an alternative day as the day of observance of such holiday, and it is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday. It is understood and agreed that the alternative day(s) so designated may fall immediately before and/or after such Saturday or Sunday, at the Employer's discretion.
- 22.02 (a) Employees who regularly work forty (40) hours per week and who are not required to work on a day so designated as a holiday shall be paid their regular rate of pay for each designated holiday not so worked.

- (b) Employees who regularly work fewer than forty (40) hours per week and eighteen (18) hours per week or greater and who are not required to work on a day so designated as a holiday shall be paid for the designated holiday in accordance with the *Employment Standards Act, 2000*, S.O., 2000 ("the ESA").

22.03 Subject to clause 22.01(b) above, employees defined under clauses 22.02(a) and 22.02(b) and who are required to work on a day so designated as a holiday shall be paid at the rate of time and one-half (1½) for time so worked and in addition may either:

- (a) take a subsequent lieu day off with pay at their regular rate for hours so worked, and provided that total lieu time taken for both work on designated holidays and overtime worked, as provided in Article 21, shall not exceed eighty (80) hours in any calendar year; or
- (b) be paid equivalent time at their regular rate of pay;
- (c) provided that the time off referred to in clause 22.03(a) above shall not exceed a regular working day; and,
- (d) provided further that the premium rate of pay referred to in this article, shall not apply to the time worked by any such employee, on any day that is a Saturday or a Sunday.

22.04 Notwithstanding clause 22.03(d), in the case of seven (7) day operations, when an employee is scheduled to work a shift, the majority of the hours of which fall within the twenty-four (24) hour period of the actual holiday with respect to Christmas Day, December 26th, New Year's Day and Canada Day, the holiday premium will apply only to the actual holiday and not to the designated day of observance of the holiday, it being understood and agreed that in no circumstances will employees working on a seven (7) day operation be paid the holiday premium for both the actual holiday and the designated day of observance for that holiday.

**Statutory Holidays: Employees working fewer than eighteen (18) hours per week and Casual Relief**

22.05 Employees working fewer than eighteen (18) hours per week and casual relief employees shall be compensated for statutory holidays as set out below:

- (a) the statutory holidays covered under this Article are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and December 26th.
- (b) Employees who are required to work on a statutory holiday as defined in clause 22.05(a) shall be compensated for all hours worked at the rate of time and one-half (1½), and in addition, shall be paid their regular day's pay.
- (c) Employees who are not required to work on a statutory holiday as defined in clause 22.05(a) shall be paid statutory holiday pay in accordance with the ESA provided they work the entirety of their scheduled hours before and after the statutory holiday.
- (d) Notwithstanding clause 22.05(c), where an employee demonstrates reasonable cause for not working the entirety of her/his scheduled hours before or after the statutory holiday as required in clause 22.05(c), she/he shall qualify for statutory holiday pay.
- (e) The statutory holiday pay referred to in clause 22.05(c) shall be calculated in accordance with the ESA, as follows:

Add all the regular wages and vacation pay payable in the four (4) work weeks before the work week in which the statutory holiday occurred and divide this sum by twenty (20).

## **Article 23: Accommodating Religious Observance**

- 23.01 The Employer will endeavour to make every reasonable effort to accommodate requests for rescheduling of work for the purpose of religious observance. The Employer will treat each request on its own merits, and requests are limited to two (2) working days per calendar year.
- 23.02 Requests for rescheduling of work must be made one (1) month in advance of the date upon which the employee wishes not to work for religious reasons. Work must be available within the qualifications of the employee(s) that can be performed at times other than their regular shift when the religious observance occurred.

Employees may choose to take additional leave for religious holidays, subject to operational needs and use available vacation time, lieu time, floating days or unpaid leave.

## **Article 24: Floating Holidays**

- 24.01 Employees who regularly work eighteen (18) hours per week or greater and who have completed their probationary period shall be granted once during each calendar year, two (2) days off with pay, to be termed a floating holiday, the pay for which shall be equal to the number of hours of work regularly assigned to the position on each day so taken.
- 24.02 Floating holidays shall be taken in the calendar year in which they are earned.

## **Article 25: Vacations**

- 25.01 (a) Employees who regularly work forty (40) hours per week and who have completed their probationary period, shall be eligible for vacation with pay on the following basis:

following the completion of one (1) year of service – three (3) weeks vacation; following completion of nine (9) years of service – four (4) weeks vacation; following completion of seventeen (17) years of service – five (5) weeks vacation; following completion of twenty-two (22) years of service – six (6) weeks of vacation; and following thirty (30) years of service – seven (7) weeks vacation in the thirtieth (30th) year only.

(b) Employees who have qualified for vacation entitlement under subclause 25.01(a) above shall be eligible for the annual vacation entitlement after January first (1st) of each calendar year. Other than what is set out in clause 25.01(c) below, January 1st shall be an employee's anniversary date for vacation purposes in respect of this Article.

(c) Employees who have qualified for vacation entitlement under clause 25.01 (a) above may, at the discretion of the Executive Director, be eligible to take vacation at any time after January 1st in the year in which increased vacation entitlement occurs provided that the Employer shall be entitled to recover the value of the increased portion of the vacation taken prior to entitlement where the employee leaves the service other than by death or retirement.

25.02 Employees who work fewer than (40) hours per week and eighteen (18) hours per week or greater shall be eligible for vacation upon completion of their probationary period. Payment for their vacation entitlement will be pro-rated according to the employees' paid hours (except overtime paid at time and one half) as follows:

on completion of one (1) year of service as of the first anniversary date of employment, vacation time with pay equivalent to six (6) per cent of gross salary; and coincident with the appropriate anniversary date, after nine (9) years of service, eight (8) per cent; after seventeen (17) years of service, ten (10) percent; after twenty-two (22) years of service, twelve (12) per cent; after thirty (30) years of service, fourteen (14) per cent in the thirtieth (30th) year only.

- 25.03 Subject to clause 25.01(a) and clause 25.02, where an employee leaves the service of the Employer after January 1st in any year and prior to taking vacation in that year, the employee shall be paid an amount equivalent to the salary or wages that would normally have been paid to the employee on account of vacation.
- 25.04 Where an employee dies on or after January 1st in any year and prior to taking vacation in that year, the employee shall have paid to their estate an amount equivalent to the salary or wages that would normally have been paid on account of vacation.
- 25.05 Where an employee retires, the employee shall, in addition to any vacation entitlement under clause 25.01(a), be entitled to a proportion of earned vacation for the year of retirement based on the length of service between the first of the year of retirement and the effective date of retirement.

This vacation may be taken prior to the effective date of retirement, or a final payment of salary or wages in lieu thereof may be made on retirement, at the employee's option.

#### **Employees not on Direct Deposit**

- 25.06 When a pay day of an employee falls within the employee's annual vacation, and when wages are not paid by Direct Deposit, the employee shall receive all pay cheques which ordinarily would have been received during such vacation period on the first day prior to the commencement of the vacation, provided that the employee has forwarded a request to her/his Executive Director at least two (2) weeks prior to the commencement of the vacation and provided further that the vacation period is of two (2) consecutive weeks duration or more.

## **Hospitalization**

- 25.07 When an employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of illness or accident she/he shall be entitled to claim sick pay in accordance with Article 30 in lieu of vacation for such days of hospitalization, provided that written verification by the hospital confirming the duration of the stay, is given to the Executive Director upon the Employee's return to work. The period of vacation shall be rescheduled for a later date and unless pre-approved shall not be considered as an automatic extension of the originally approved vacation schedule.

## **Pro-rating Vacation with Pay**

- 25.08 When in any calendar year an employee who regularly works forty (40) hours per week is absent from work and not in receipt of salary or wages for one (1) or more periods, each comprised of four (4) consecutive pay periods or more, the vacation with pay entitlement under Article 25 shall be pro-rated. Pro-rating will occur at the end of the year and shall be calculated from the end of the first four (4) pay period absence.

An employee on the active payroll of the Employer and who is in receipt of a Workplace Safety and Insurance benefit as defined in Article 31, as a result of an injury arising out of and in the course of employment shall be considered as being in receipt of wages or salary.

An employee subject to pro-rating under this clause shall be eligible for the reduced vacation with pay and shall, upon request, be granted leave of absence without pay for the balance of such vacation, subject to clause 25.10.

## **Jury and Witness Leave**

- 25.09 Employees who regularly work eighteen (18) hours per week or greater and who are required to serve as a juror in a court, or who are subpoenaed to serve as a witness in a court proceeding, during

a scheduled vacation may, upon request, have that period of vacation time listed be changed to jury duty or witness leave.

- 25.10 Employees may, with the consent of the Executive Director, or upon the request of the Executive Director and with the consent of the employee, take such time off during the next calendar year.

**Vacation Pay - Employees regularly working less than eighteen (18) hours per week and Casual Relief**

- 25.11 (a) After the completion of the first twelve (12) months of employment and each subsequent twelve (12) month period, employees who work fewer than eighteen (18) hours per week and casual relief employees shall be entitled to two (2) weeks vacation time without pay. Vacation pay in the amount of four percent (4%) of gross annual wages earned during the vacation entitlement year shall be paid on each bi-weekly pay.

- (b) After the completion of two thousand and eighty-eight (2,088) hours of employment and each subsequent twelve (12) month period, three (3) weeks of vacation time without pay. Vacation pay in the amount of six percent (6%) of gross annual wages earned during the vacation entitlement year shall be paid on each bi-weekly pay.

- 25.12 Vacation time provided for under this Article may be taken at any time of the year subject to operational requirements and upon approval of the Executive Director. Requests for vacation time will normally be submitted to the employee's direct supervisor no later than thirty (30) calendar days prior to the requested time to the employee's direct supervisor. Such approval shall not be unreasonably withheld.

**Article 26: Credits Balance**

- 26.01 Where applicable, employees shall be advised in writing every calendar month of their sick pay, lieu time, Paid Personal Leave (PPL) and vacation credit balances.

## **Article 27: Employee Benefit Plans**

27.01 Employees who regularly work forty (40) hours per week and have completed the probationary period shall be eligible to receive benefits for which the Employer shall pay one hundred percent (100%) of the premiums, except as indicated otherwise. The benefits referred to, for the purposes of this Agreement, are those provided by the Employer to the employees in CUPE Local 79 under Article 12 and are described as follows:

### **Extended Health Care Benefits**

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

- (a) (1) Semi-private hospitalization – difference between ward and semi-private hospital room;
- (2) Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
  - (i) Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules;
  - (ii) Maximum of three hundred dollars (\$300) per person per benefit year for smoking cessation medication;
  - (iii) Other non-prescription but life sustaining drugs if they have a Drug Identification Number;
  - (iv) Non-generic drugs will be covered if:
    - (a) there is no generic substitution; or
    - (b) there are no generic substitutions readily available from the pharmacy of the employee's choice; or

- (c) the employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or dependent concerned.
- (v) Sclerotherapy drugs to a maximum of fifteen dollars (\$15) per injection.
- (3) Private duty nursing at home when medically necessary, to a maximum of twenty-five thousand dollars (\$25,000) per person per three (3) benefit years;
- (4) Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or masseur (after OHIP ceases to pay for treatment) to a maximum of four hundred dollars (\$400) per person, per practitioner, per benefit year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of eight hundred dollars (\$800) per person, per benefit year.

Note: For clarity, the Employer will apply clause (4) above on the basis that the doubling up of the paramedical benefits pursuant to the clause permits employees to elect to receive a maximum of eight hundred dollars (\$800) for any one (1) paramedical service and four hundred dollars (\$400) for four (4) of the five (5) remaining paramedical services for a maximum benefit of two thousand and four hundred dollars (\$2,400) per person per benefit year.

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

twenty-four (24) consecutive months and/or the cost of laser surgery.

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

- (8) Hearing aids, including repairs and batteries to a maximum of one thousand and six hundred dollars (\$1,600) per person per three (3) benefit years.
- (9) One (1) pair of orthotic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices per benefit year.
- (10) One (1) pair of orthopaedic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthopaedic devices per benefit year.
- (11) Out of country emergency medical coverage for employees travelling in connection with their job duties.
- (12) One (1) prostate specific antigen (PSA) test per person, per benefit year to a maximum of forty dollars (\$40).

- (13) One (1) ovarian test (CA125) or (CA12511) per person, per benefit year to a maximum of forty dollars (\$40).
- (14) Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan.

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

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

### **Dental Benefits**

One hundred percent (100%) of the premiums:

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

- (a) Preventative, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventative services (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to current limits on frequency and subject to a nine (9) month recall for routine exams for adults and a six (6) month recall for routine exams for eligible dependants under the age of eighteen (18).

- (b) Restorative procedures, such as fillings – including both bonded and non bonded amalgams (acrylic or composite for front teeth).
- (c) Surgical services (extractions), all oral surgery and anaesthesia.
- (d) Periodontal and endodontic services.

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

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

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

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

### **Group Life Insurance**

One Hundred percent (100%) of premiums:

- 27.03 (a) An amount equal to two (2) times the employee's annual salary rounded to the next higher one thousand dollars (\$1,000), if not a multiple thereof.

### **Optional Group Life Insurance - Employee and Spouse**

- (b) The Employer shall provide for all employees through a contract with an insurer selected by the Employer, Optional Group Life Insurance up to a maximum of two hundred thousand dollars (\$200,000) for the employee and/or two hundred thousand dollars (\$200,000) for the employee's

spouse, with evidence of insurability. The employee shall pay one hundred percent (100%) of the premiums.

### **Optional Group Life Insurance - Dependent Children**

- (c) The Employer shall provide for all employees through a contract with an insurer selected by the Employer, Optional Group Life Insurance up to a maximum of twenty thousand dollars (\$20,000) for each child of the employee, with evidence of insurability. The employee shall pay one hundred percent (100%) of the premiums.

### **Accidental Death and Dismemberment Insurance**

- (d) The Employer shall provide for all employees by contract through an insurer selected by the Employer, Accidental Death and Dismemberment Insurance which provides for two (2) times the employee's annual salary rounded to the next higher one thousand dollars (\$1,000), if not a multiple thereof, if the employee's death is as a result of an accident. The Employer shall pay one hundred percent (100%) of the premiums.

### **Long Term Disability**

- 27.04
- (a) The Employer will provide for employees who regularly work forty (40) hours per week a long term disability plan and will pay one hundred percent (100%) of the cost thereof to provide a long term disability benefit of seventy-five percent (75%) of the employee's basic salary for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workplace Safety and Insurance Board or any other plan to which the Employer makes any contribution, such long term disability benefit to be payable after six (6) continuous months absence from work on account of illness or injury.
  - (b) Except where a premium waiver applies, the Employer will ensure the continuation of existing benefit coverage, as set out in this Article, of an employee who has applied for long term disability benefit but who has exhausted her/his sick pay

credits prior to the conclusion of the six (6) month waiting period. In no case shall the period of such continued coverage exceed the six (6) continuous months.

- (c) The Employer shall provide employees who are in receipt of the long term disability plan benefit, benefit coverage under the Extended Health Care and Dental plans. The Employer shall pay one hundred percent (100%) of the premiums.

**Employees Working Fewer Than Forty (40) Hours Per Week and Eighteen (18) Hours Per Week or Greater**

- 27.05 (a) The benefit plan outlined in clauses 27.01 and 27.02 shall be available to employees who regularly work fewer than forty (40) hours per week and eighteen (18) hours per week or greater upon completion of their probationary period. Where employees elect to participate and authorise a payroll deduction for their share of the premiums, the Employer shall pay a pro-rata portion on the following basis:

288 - 383 aggregate hours worked during the preceding eight (8) pay periods, fifty percent (50%) of the premiums;

384 - 560 aggregate hours worked during the preceding eight (8) pay periods, seventy-five percent (75%) of the premiums;

561 or more aggregate hours worked during the preceding eight (8) pay periods, one hundred percent (100%) of the premiums.

- (b) Employees who regularly work fewer than forty (40) hours per week and eighteen (18) hours per week or greater and who have completed their probationary period shall be entitled to a paid-up life insurance benefit in the amount of five thousand dollars (\$5,000). One hundred percent (100%) of the premiums shall be paid by the Employer.

- (c) For the purpose of Article 27 only, “hours worked” shall include time off while an employee is in receipt of sick pay in accordance with Article 30 or while in receipt of Workplace Safety and Insurance Benefits in accordance with Article 31.
- (d) For the purpose of enrolment in any or all of the plans there shall be three (3) scheduled open periods per year from the first (1st) to the fifteenth (15th) days inclusive of the months of December, April and August, except that the initial open period for an employee shall be the two (2) weeks following the pay period in which the employee has completed their probationary period.
- (e) Prior to the beginning of each “scheduled open period” in December, April and August, each employee who is eligible for benefits in accordance with Article 14 will receive a summary of the hours she/he has worked in the previous eight (8) pay periods and a summary of the amount of both the employer’s and the employee’s portion for each benefit.
- (f) If the employee elects to participate, coverage shall commence on the first (1st) day of the month following enrolment, and payroll deductions shall commence in the first (1st) pay period ending in that month.
- (g) Subsequent to the commencement of coverage, where an employee does not have sufficient earnings to cover the required payroll deduction, the employee will be required to reimburse the Employer for her/his share of the premium cost in arrears if such arrears are not otherwise cleared.
- (h) The coverage of an employee who has gone into arrears shall be terminated at the end of the second (2nd) consecutive month in which arrears have not been cleared by the regular deduction date in that month. Such employee may not re-enrol for benefits in future until such arrears have been cleared.

- (i) Employees who decline coverage shall not be eligible to participate until the next scheduled open period.
- (j) Employees who wish to terminate their participation in any or all of the plans must do so in writing, giving at least thirty (30) days notice.

27.06 Each employee shall report any changes in marital status or increase or decrease in dependants without delay.

### **Post-65 Active Benefits**

27.07 (a) (i) Group Life Insurance

For employees regularly working forty (40) hours per week, effective the first (1st) of the month following the employee's seventieth (70th) birthday, the amount of Group Life Insurance referred to in clause 27.03(a) shall be amended to twenty thousand dollars (\$20,000).

(ii) Optional Group Life Insurance

For employees regularly working forty (40) hours per week, effective the first of the month following the employee's seventieth (70th) birthday, she/he shall no longer be entitled to the Optional Group Life Insurance referred to in 27.03(b) and 27.03(c). The Optional Group Life Insurance for spouses and dependants shall be available only until the first of the month following the employee's or the insured's seventieth (70th) birthday, whichever is earlier.

(iii) Accidental Death and Dismemberment

For employees regularly working forty (40) hours per week, effective the first (1st) of the month following the employee's seventieth (70th) birthday, the amount of Accidental Death and Dismemberment Insurance referred to in 27.03(d) shall be amended to twenty thousand dollars (\$20,000).

(b) Long Term Disability

Employees who regularly work forty (40) hours per week will be eligible for Long Term Disability (LTD) benefits as follows:

- (i) Employees who have been approved for or receiving LTD benefits as of the date of ratification of this Agreement will retire at the end of the month in which the employee turns sixty-five (65) years of age and will not be eligible for the benefits outlined in clauses 27.01, 27.02 and 27.03, or for LTD benefits after their retirement date.
- (ii) Employees who are less than sixty-three (63) years of age when they become disabled will be eligible for LTD benefits until they reach age sixty-five (65).
- (iii) Employees who are actively at work and working at sixty-three (63) years of age or older and become continuously ill for twenty-six (26) weeks will be eligible to apply for LTD benefits and will have a third-party medical assessment (performed by the City's benefit carrier) to determine the status of their disability. The assessment process will be consistent with the medical assessment process in place at the time for employees under age sixty-five (65) who are applying for LTD benefits.

If an employee is approved for LTD benefits based on medical evidence, the employee will be provided with seventy-five percent (75%) of their annual salary at date of illness, for a lifetime maximum period of eighteen (18) months (subject to the limitations contained in this clause), commencing twenty-six (26) continuous weeks from the date that they become disabled, and subject to the employee's ongoing benefits provided in this clause, the employee will retire from the Community Centre after the completion of the two (2) year disability period (i.e. twenty-six (26) continuous weeks plus eighteen (18) months of LTD) and will not be eligible for the benefits outlined in clauses 27.01, 27.02 and 27.03 or for LTD benefits after their retirement date.

- (iv) If an employee returns to work prior to the completion of the two (2) year disability period and becomes ill again, they will only be eligible for LTD benefits, if they are off ill or injured for another twenty-six (26) continuous weeks and after being reassessed and approved.

If the above criteria are met, the employee will receive seventy-five percent (75%) of their annual salary at date of illness for a period equal to the difference between any previous disability period, including WSIB benefits, that was incurred after the employee reached age sixty-three (63) and the two (2) year maximum.

- (v) Where an employee over the age of sixty-three (63) goes off on illness and does not have sick credits, the employee will be reported off due to illness no credit/no pay and will be eligible to apply for sick benefits with Employment Insurance for the first twenty-six (26) continuous weeks or the period of no pay status.
- (vi) Notwithstanding anything else contained in this clause, employees will not be eligible for LTD benefits beyond the end of the month in which they attain seventy (70) years of age, and all LTD payments shall cease at that time.
- (vii) The two (2) year Employer funded disability period (i.e. twenty-six (26) continuous weeks of sick credits and eighteen (18) months of LTD), will be considered an "Approved Leave of Absence" with respect to OMERS. The employee will have the option, as permitted by law, to buy back this period from OMERS at her/his expense. If the employee chooses not to purchase this period, it will not be considered eligible service.

(c) Expedited Process

In the event that a difference arises relating to the interpretation, application or administration of said procedure clause 27.07(b), the following expedited dispute resolution procedure shall be followed:

- (i) either party shall have the right to refer the matter to the Employer's Director of Employee & Labour Relations and to the President of the Union for immediate discussion and speedy resolution;
- (ii) in the event that the matter is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration;
- (iii) if either party refers the matter in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) working days of its referral:

William Kaplan  
David Starkman  
Ken Petryshen  
Louisa Davie  
Dana Randall

- (iv) The arbitrator's decision shall be rendered, with or without reasons on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision.

## **Article 28: Employee Assistance Program**

- 28.01 The Employer agrees during the term of this Collective Agreement to provide an Employee Assistance Program at no cost to all employees.

## **Article 29: Pensions and Retirement**

- 29.01 (a) Any Employee who regularly works forty (40) hours per week must become a member of the Ontario Municipal Employees Retirement System (OMERS) in accordance with the prevailing legislation in the Province of Ontario.
- (b) Employees who regularly work fewer than forty (40) hours per week and who meet the OMERS eligibility requirements and who choose to enrol will be enrolled.
- 29.02 Employees defined in 29.01(b) above shall be eligible to join the Ontario Municipal Employees Retirement System (OMERS) on January first (1st) following any two (2) consecutive calendar years where, in each year the employee:
- (i) has earned at least thirty-five percent (35%) of the year's maximum pensionable earnings (YMPE) under the Canada Pension Plan, or
- (ii) has been paid or deemed to have been paid seven hundred (700) hours.
- 29.03 Employees defined in 29.01(a) and (b) and who are members of OMERS, their beneficiary or beneficiaries, as the case may be, shall be entitled to the pension, refund, or other payment as may be payable to or with respect to the employee as a member of such system.
- 29.04 (a) Employees who regularly work forty (40) hours per week and have at least ten (10) years of credited pension service with the Employer and elect early retirement shall be eligible for the continued coverage of benefits as set out in clauses 27.01 - Extended Health Care, 27.02 - Dental and 27.03 - Group Life Insurance up to and including the last day of the month in which her/his sixty-fifth (65th) birthday occurs. Such benefits

will be effective upon the date on which the employee actually retires.

- (b) Employees who regularly work forty (40) hours per week and were hired prior to November 21, 2000, and who at retirement do not have ten (10) years of credited pension service with the Employer, shall be entitled to the benefits as outlined above in clause 29.04(a) up to and including the last day of the month in which their sixty-fifth (65th) birthday occurs.

29.05 Where an employee who regularly works forty (40) hours per week and who elects early retirement and is eligible for benefits in accordance with clause 29.04(a) dies prior to her/his sixty-fifth (65th) birthday, said employee's spouse (insured at the time of death) and eligible dependants, if any, shall continue to be covered by said benefits with the exception of the benefits provided under clause 27.03 (Group Life Insurance) up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.

29.06 Where an employee who regularly works forty (40) hours per week and would have been eligible to elect early retirement dies prior to actually taking early retirement, and provided that such employee was eligible for benefit coverage at the time of her/his death, the employee's spouse (insured at the time of death) and eligible dependants, if any, shall be eligible for the benefit coverage as set out in 29.04(a), with the exception of the benefits provided under 27.03 (Group Life Insurance), for the period from the date of the employee's death up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.

29.07 The Employer shall provide a paid up group life insurance policy in the amount of five thousand dollars (\$5,000) for those employees who work forty (40) hours per week and who retire at or after the age of sixty-five (65).

## **Article 30: Sick Leave**

### **Accumulation**

- 30.01 (a) Employees regularly working forty (40) hours per week shall accumulate sick leave credits, which may apply to personal illness, or birth/adoption of a child, at the rate of one point five (1.5) work days for each month of employment, up to a maximum of one hundred and eighty (180) days.
- (b) Employees regularly working fewer than forty (40) hours and eighteen (18) hours per week or greater shall accumulate sick leave credits at the rate of seven percent (7%) of total paid hours in each pay period. Accumulated credits are not to exceed sixty (60) days, such days to be based on the employee's hours of work.
- (c) Sick leave shall not be accumulated while an employee is in receipt of prolonged sick leave (more than thirty (30) consecutive calendar days), nor if the employee is away from work due to illness after accumulated sick leave credits have been exhausted.
- 30.02 Payment for sick leave shall be based on the number of scheduled hours the employee would have worked on the day or days of illness, at the hourly rate of the position occupied or assigned at the time of the absence, to the extent of accumulated credits.

### **Notification**

- 30.03 Employees are required to immediately notify their direct supervisor when it is necessary to be absent due to personal illness or ill dependent. In circumstances where an employee is unable to provide the notice specified above personally, the employee's caregiver shall provide notice to the direct supervisor.

## **Medical Certificate**

- 30.04 A doctor's certificate may be required if personal sick leave continues over seven (7) consecutive calendar days. If possible, such a certificate should contain an estimate of when the employee can return to work.

An employee absent for more than twenty-four (24) consecutive calendar days shall furnish immediately following such twenty-four (24) consecutive calendar days, and each subsequent twenty-four (24) consecutive calendar days of absence, a certificate from her/his physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty.

- 30.05 A medical certificate may also be required in the case of frequent absences due to personal illness or to confirm that an employee is safely able to return to work after an extended sick leave absence.

## **Ill Dependents**

- 30.06 (a) Employees who regularly work forty (40) hours per week and are eligible for sick pay credits under Article 30 may utilize not more than forty-eight (48) hours per calendar year in order to care for ill dependants.
- (b) Employees who work fewer than forty (40) hours per week and eighteen (18) hours per week or greater and are eligible for sick pay credits under Article 30 may utilize not more than twenty-four (24) hours per calendar year in order to care for ill dependants.
- (c) Time so utilized shall be deducted from the employee's accumulated sick pay credits.
- 30.07 There shall be no financial conversion of unused sick leave.

## **Article 31: Workplace Safety and Insurance Benefits**

- 31.01 An employee who is injured on duty with the Employer in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, and who has made a claim to the Workplace Safety and Insurance Board in accordance with the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, as amended (the "WSIA"), shall, provided she/he has qualified for sick pay benefits in accordance with Article 30, be paid an amount equal to her/his full net pay while the employee is off work and until such time as a ruling has been made by the Workplace Safety and Insurance Board.
- 31.02 The full net pay of an employee shall be as determined by the Employer by deducting from the employee's gross earnings the probable Income Tax, Canada Pension Plan premiums, and Employment Insurance premiums.
- 31.03 Where the Workplace Safety and Insurance Board approves the claim, and for as long as the employee is receiving a full loss of earnings benefit in accordance with section 43 of the WSIA, the employee shall continue to receive the full net pay amount as defined in clause 31.02. Such full net pay shall include benefit payments approved by the Workplace Safety and Insurance Board.
- 31.04 Employees who have not qualified for sick pay under Article 30 shall, if their Workplace Safety and Insurance Board claim is approved, receive their benefit payments from the Workplace Safety and Insurance Board.
- 31.05 Where the claim is not approved or where an employee receives monies in excess of her/his appropriate net pay amount, such excess shall be treated as an overpayment and the Employer shall make recovery from the wages of the employee. It is agreed that the affected employee(s) shall provide to the Employer any recovery consents required by law to give effect to such recoveries.

- 31.06 An employee who sustains a compensable injury and, as a result, must leave work before the end of her/his shift on the day the injury occurred, shall be paid to the end of the shift.
- 31.07 Notwithstanding anything contained in this Agreement, where an employee works fewer than eighteen (18) hours or is casual relief and is absent due to a compensable injury, the employee shall, upon her/his return to work, receive a service credit for such absence. This service credit shall be calculated on the basis of the employee's average number of paid hours per day during the eight (8) full pay periods immediately preceding the date of the accident. For the purposes of clarity, a full pay period missed will be credited with the average number of paid hours as calculated above. Where less than a full pay period is missed, service shall be credited for hours scheduled and not worked.

## **Article 32: Leaves of Absence**

### **Bereavement Leave**

- 32.01 (a) Employees who are absent from work solely due to the death and funeral of their father, mother, son, daughter, brother, sister, spouse, step-father, step-mother or step-child, shall be compensated for regularly scheduled hours missed by reason of this absence at their regular rate of pay up to a maximum of five (5) consecutive working days. This leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.
- (b) Employees who are absent from work solely due to the death and funeral of their mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-brother, or step-sister, shall be compensated for regularly scheduled hours missed by reason of this absence at their regular rate of pay up to a maximum of three (3) consecutive working days. This leave may commence no earlier

than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.

- (c) Employees may be granted leave of absence with pay at the discretion of the Executive Director where the leave is requested solely due to the death and/or funeral of persons other than those specified in 32.01(a) and 32.01(b). Requests shall not be unreasonably denied.

### **Leave for Union Business**

- 32.02 (a) Employees who are required to attend to any business of the Union during working hours may at the discretion of the Executive Director be granted time off from work to attend to this business provided that the Union submits a written request, giving reasonable advance notice to the Executive Director. Where permission is granted it shall be without pay.
- (b) The Executive Director will consider on its merits, each request from the Union for Leave of Absence for employees who are elected or appointed to a temporary office or position within the Union or a labour organization with which the Union is affiliated, provided that the leave shall not involve any cost to the Employer. This leave may be extended upon agreement by the parties.

When the term of office expires, the employee shall be returned to a position comparable to that in which she/he was employed before taking office, if available, or if not, to any other available position that may be determined by the Executive Director as suitable.

- (c) Upon receipt of a written commitment by the Union to reimburse the Community Centre on a monthly basis for the duration of the leave, the Community Centre agrees to continue the employees' pay for the period of Leave for Union Business and Union Leave approved under clauses 32.02(a)

and 32.02(b). The required form is set out as Appendix "A" to this Agreement.

### **Jury or Witness Duty**

32.03 Employees who regularly work eighteen (18) hours per week or greater and who are called to serve as a juror or who are subpoenaed as a witness in a legal proceeding, excluding arbitration and/or hearings before the Ontario Labour Relations Board:

- (a) shall be granted leave of absence for such purpose, provided that upon completion of her/his jury or witness service the employee shall present to her/his Executive Director a satisfactory certificate showing the period of this service;
- (b) shall be paid their regular hourly rate for scheduled hours missed during the period of jury or witness service; provided that they shall pay to their Executive Director the full amount of compensation received for this service and obtain an official receipt. It is understood that the full amount does not include monies received on days other than her/his scheduled work days with the respective Community Centre, or any monies received for meal allowance or travelling allowances; and,
- (c) shall, upon being released from jury or witness service prior to the end of her/his shift on any day, immediately telephone her/his Executive Director for instructions respecting her/his return to work and shall, upon receiving such instruction, comply with same.

32.04 (a) Employees who work fewer than eighteen (18) hours per week and casual relief employees and who are called to serve as a juror or who are subpoenaed as a witness in a legal proceeding, excluding arbitration and/or hearings before the Ontario Labour Board, shall be granted leave of absence without pay for such purpose, provided that upon completion of their jury or witness service they shall present to their

Executive Director a satisfactory certificate showing the period of their service.

- (b) Employees who are subpoenaed as a witness as a result of a work-related incident while acting on behalf of the Employer shall be granted time off with pay for that purpose, provided that upon completion of their witness service they shall present to their Executive Director a satisfactory certificate showing the period of their service.

### **Pregnancy and Parental Leave**

32.05 Pregnancy and/or parental leave shall be provided as follows:

- (a) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of The *Employment Standards Act 2000*, R.S.O. 2000, as amended (the "ESA").
- (b) For employees who do not qualify under Part XIV of the ESA, Pregnancy and/or Parental Leave without pay, when requested by the employee, shall be granted at the discretion of the Executive Director and if granted shall be administered in accordance with the ESA.
- (c) A request for an extension of Parental Leave under clauses 32.05(a) or 32.05(b) may be granted at the discretion of the Executive Director and shall not involve any expense to the Employer. The employee shall retain her/his seniority.
- (d) For employees who are granted a leave of absence in accordance with clause 32.05(a) herein, service and seniority 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 eight (8) pay periods preceding the commencement of such leave, to a maximum of eighty (80) hours per pay period, provided that this accrual of service shall not count toward the completion of a probationary period, as provided in Article 14.

- (e) The Employer shall provide coverage and pay its share of the premiums for the applicable benefits as provided for in Article 27 - Employee Benefit Plans and Article 29 - Pensions and Retirement for any period of Pregnancy and/or Parental Leave taken in accordance with clause 32.05(a), and the employee shall pay her/his share, if any, unless the employee elects, in writing that she/he does not wish benefit coverage.
- (f) An employee's anniversary date for increment eligibility shall not be adjusted as a result of any period of Pregnancy and/or Parental Leave taken in accordance with clauses 32.05(a) or 32.05(b).
- (g) Vacation entitlement will not be reduced as a result of any period of Pregnancy and/or Parental Leave taken in accordance with clauses 32.05(a) or 32.05(b).
- (h) Pregnancy and/or Parental Leave taken in accordance with clauses 32.05(a) and 32.05(b) shall not involve any expense to the Employer except as provided for in clauses (e), (f), (g), (j) and (k).
- (i) Employees who are granted an extension of Parental Leave in accordance with clause 32.05(c), and wish to continue benefit coverage referred to in Article 27, shall be responsible for paying in advance, by post-dated cheque(s), the full premiums for the benefit coverage chosen. Such employee shall be advised of the cost of the applicable benefits prior to the commencement of Parental Leave. Employee pension contributions (Article 29) during such extension shall be in accordance with the regulations of the applicable pension plan.

## **Payments During Pregnancy Leave**

- (j) **Paid Pregnancy Leave:** Employees working eighteen (18) hours per week or greater shall be eligible, provided she is in receipt of Employment Insurance benefits pursuant to Section 30 of the *Employment Insurance Act*, S.C. 1996, c.23 to the following payments:
  - (i) for the first two (2) weeks of absence – no pay; and
  - (ii) for additional weeks of absence up to fifteen (15), payments equal to the difference between seventy-five percent (75%) of the employee's regular rate and the sum of her weekly Employment Insurance Benefits and any other earnings.

## **Payments During Parental Leave**

- (k) **Paid Parental Leave:** Employees working eighteen (18) hours per week or greater shall be eligible, provided she/he is in receipt of Employment Insurance benefits pursuant to Section 30 of the *Employment Insurance Act*, S.C. 1996, c.23 to the following payments:
  - (i) for the first two (2) weeks– no pay; and
  - (ii) for the remainder of such Parental Leave, payments equal to the difference between seventy-five percent (75%) of the employee's regular rate and the sum of their weekly Employment Insurance Benefits and any other earnings.
  - (iii) Except that (i) does not apply in the case of an employee who completes her Pregnancy Leave and immediately commences Parental Leave. In accordance with the ESA, the Parental Leave of an employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless otherwise provided for under the Act.

## **Citizenship Leave**

- 32.06 (a) Employees who regularly work eighteen (18) hours per week or greater and who are required to be absent from work during their scheduled working hours for the purpose of obtaining their Canadian Citizenship shall, on one (1) occasion only, be granted one (1) day's leave of absence and will be paid for scheduled hours missed at their regular rate of pay.
- (b) Employees who work fewer than eighteen (18) hours per week and casual relief employees who are required to be absent from work during their scheduled working hours for the purpose of obtaining their Canadian Citizenship shall, on one (1) occasion only, be granted a leave of absence without pay on that occasion.

## **Personal Leave**

- 32.07 An employee may, upon completion of the probationary period as set out in Article 14, and at the discretion of the Executive Director, be granted leave of absence without pay for up to three (3) consecutive working days for personal reasons. Requests for such leave shall be submitted in writing sufficiently in advance to allow any necessary re-organisation of work to take place.
- 32.08 Employees who regularly work forty (40) hours per week may, upon completion of the probationary period, be granted up to twenty-four (24) hours in total, with pay, each calendar year to conduct personal business.
- 32.09 Employees who regularly work fewer than forty (40) hours per week and eighteen (18) hours per week or greater may, upon completion of the probationary period, be granted time off with pay to conduct personal business, to a maximum of twelve (12) hours.
- 32.10 (a) Time off from work under clauses 32.08 and 32.09 shall be paid at the employee's straight time rate of pay and shall be taken within the calendar year.

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

### **Education Leave**

- 32.11 An employee who wishes to attend continuing education related to the operations of the centre may submit a written request for flexible working hours, staggered hours or a compressed work week. The Executive Director has sole discretion in determining whether the request can be accommodated. Approval or denial of the request will be provided to the employee in writing.

## **Article 33: Education, Training and Upgrading Programs**

- 33.01 (a) The Employer and the Union recognize that it is in the interest of both parties to provide employees of the Community Centres with training and related career development opportunities.
- (b) In this regard, representatives from the Employer and the Union shall meet to discuss and make recommendations that will lead to the development of training and career development initiatives and assistive/supportive programs.
- (c) Each Community Centre shall continue its current policy concerning professional development, pending recommendations as set out above.
- (d) It is understood and agreed that operational requirements and budgetary limitations set the parameters in respect of this Article.

## **Article 34: Occupational Health and Safety**

- 34.01 The parties agree to comply with the terms of the *Occupational Health & Safety Act*, R.S.O., 1990, as amended.
- 34.02 The parties shall co-operate in promoting and improving practices in the workplace to provide a safe healthful environment in which to work.

## **Article 35: Transportation**

- 35.01 Effective upon ratification, employees who are required and authorised to use their automobiles on the business of the Employer, shall be reimbursed for each kilometre actually travelled while conducting said business in accordance with the Canadian Revenue Agency (CRA) prescribed kilometre rate for that calendar year.
- 35.02 Employees shall be reimbursed for parking expenses incurred in the required and authorised use of a private motor vehicle on business for the Employer upon submission of proof satisfactory to the Executive Director of such expenses.
- 35.03 Employees who are required and authorised to use the public transportation system in the course of her/his duties shall be provided with public transit tokens/tickets or passes for that purpose.

## **Article 36: Resolutions of Boards**

- 36.01 A copy of the draft agenda, minutes and accompanying public documents of the Board of Management's monthly meetings shall be sent to the Recording Secretary of the Union at the same time they are sent to the Board members.

## Appendix "A"



UNION AUTHORISATION FOR PAYMENT OF AND  
UNION COMMITMENT TO REIMBURSE THE EMPLOYER FOR  
SALARY AND BENEFITS CONTINUATION  
FOR UNION BUSINESS CUPE LOCAL 2998  
UNDER ARTICLE 32.02(a) AND 32.02(b) OF THE  
COLLECTIVE AGREEMENT

EMPLOYEE'S NAME:

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CLASSIFICATION:

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LOCATION:

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DATES:

\_\_\_\_\_ TO \_\_\_\_\_

NUMBER OF HOURS:

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Union President, CUPE Local 2998

c.: Secretary-Treasurer, CUPE Local 2998

## Schedule "A": Wages

2008	Wage Grade	Step 1	Step 2	Step 3	Step 4
	1	\$ 13.15	\$ 14.25	\$ 15.45	\$16.42
	4	\$ 16.42	\$ 17.46	\$ 18.59	\$19.64
	5	\$ 17.46	\$ 18.59	\$ 19.64	\$20.74
	6	\$ 18.59	\$ 19.64	\$ 20.74	\$21.85
	7	\$ 19.64	\$ 20.74	\$ 21.85	\$23.02
	8	\$ 20.74	\$ 21.85	\$ 23.02	\$24.16
	9	\$ 21.85	\$ 23.02	\$ 24.16	\$25.31
	12	\$ 25.31	\$ 26.42	\$ 27.57	\$28.71
	16	\$ 29.87	\$ 31.02	\$ 32.14	\$33.29

2009 (1.75%)	Wage Grade	Step 1	Step 2	Step 3	Step 4
	1	\$ 13.38	\$ 14.50	\$ 15.72	\$16.71
	2	\$ 14.50	\$ 15.72	\$ 16.71	\$17.77
	3	\$ 15.72	\$ 16.71	\$ 17.77	\$18.92
	4	\$ 16.71	\$ 17.77	\$ 18.92	\$19.98
	5	\$ 17.77	\$ 18.92	\$ 19.98	\$21.10
	6	\$ 18.92	\$ 19.98	\$ 21.10	\$22.23
	7	\$ 19.98	\$ 21.10	\$ 22.23	\$23.42
	8	\$ 21.10	\$ 22.23	\$ 23.42	\$24.58
	9	\$ 22.23	\$ 23.42	\$ 24.58	\$25.75
	10	\$ 23.42	\$ 24.58	\$ 25.75	\$26.88
	11	\$ 24.58	\$ 25.75	\$ 26.88	\$28.05
	12	\$ 25.75	\$ 26.88	\$ 28.05	\$29.21
	13	\$ 26.88	\$ 28.05	\$ 29.21	\$30.39
	14	\$ 28.05	\$ 29.21	\$ 30.39	\$31.56

<b>2010 (2%)</b>	<b>Wage Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
	<b>1</b>	\$ 13.65	\$ 14.79	\$ 16.03	\$17.04
	<b>2</b>	\$ 14.79	\$ 16.03	\$ 17.04	\$18.13
	<b>3</b>	\$ 16.03	\$ 17.04	\$ 18.13	\$19.30
	<b>4</b>	\$ 17.04	\$ 18.13	\$ 19.30	\$20.38
	<b>5</b>	\$ 18.13	\$ 19.30	\$ 20.38	\$21.52
	<b>6</b>	\$ 19.30	\$ 20.38	\$ 21.52	\$22.67
	<b>7</b>	\$ 20.38	\$ 21.52	\$ 22.67	\$23.89
	<b>8</b>	\$ 21.52	\$ 22.67	\$ 23.89	\$25.07
	<b>9</b>	\$ 22.67	\$ 23.89	\$ 25.07	\$26.27
	<b>10</b>	\$ 23.89	\$ 25.07	\$ 26.27	\$27.42
	<b>11</b>	\$ 25.07	\$ 26.27	\$ 27.42	\$28.61
	<b>12</b>	\$ 26.27	\$ 27.42	\$ 28.61	\$29.79
	<b>13</b>	\$ 27.42	\$ 28.61	\$ 29.79	\$31.00
	<b>14</b>	\$ 28.61	\$ 29.79	\$ 31.00	\$32.19

<b>2011 (2.25%)</b>	<b>Wage Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
	<b>1</b>	\$ 13.96	\$ 15.12	\$ 16.39	\$17.42
	<b>2</b>	\$ 15.12	\$ 16.39	\$ 17.42	\$18.54
	<b>3</b>	\$ 16.39	\$ 17.42	\$ 18.54	\$19.73
	<b>4</b>	\$ 17.42	\$ 18.54	\$ 19.73	\$20.84
	<b>5</b>	\$ 18.54	\$ 19.73	\$ 20.84	\$22.00
	<b>6</b>	\$ 19.73	\$ 20.84	\$ 22.00	\$23.18
	<b>7</b>	\$ 20.84	\$ 22.00	\$ 23.18	\$24.43
	<b>8</b>	\$ 22.00	\$ 23.18	\$ 24.43	\$25.63
	<b>9</b>	\$ 23.18	\$ 24.43	\$ 25.63	\$26.86
	<b>10</b>	\$ 24.43	\$ 25.63	\$ 26.86	\$28.04
	<b>11</b>	\$ 25.63	\$ 26.86	\$ 28.04	\$29.25
	<b>12</b>	\$ 26.86	\$ 28.04	\$ 29.25	\$30.46
	<b>13</b>	\$ 28.04	\$ 29.25	\$ 30.46	\$31.70
	<b>14</b>	\$ 29.25	\$ 30.46	\$ 31.70	\$32.91

## **Schedule “B”: Gender Neutral Comparison System**

*To be Added*

## **Schedule “C”: Guidelines for Job Evaluation**

*To be Added*

### **Letter of Intent: Harassment Training**

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

### **Letter of Intent: Lay-off**

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

The Union's proposal was as follows:

In the event of a staff reduction within a Program or Department at a Community Centre, employees who work less than eighteen (18) hours per week will be laid off first

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

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

The Union's proposal was as follows:

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

### **Letter of Intent: Occupational Health and Safety**

The parties agree to meet within sixty (60) days of ratification and as required thereafter to discuss the following topics and, where there is agreement, their implementation: Joint Committees; time-off for Health

and Safety training; Certification training; Health and Safety Committee pay provisions; Health and Safety clothing; Tools, Equipment and Protection; and, Health and Safety policies.

## **Letter of Understanding - Prepaid Leave Plan**

The parties agree to meet within ninety (90) days following ratification of this Agreement and as required thereafter to discuss the possibility of providing a Prepaid Leave Plan.

## **Letter of Understanding – Job Evaluation**

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

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

## **Letter of Intent – Grandparenting of Benefits at Swansea Town Hall Community Centre**

Notwithstanding the provisions of Article 27, employees of the Swansea Town Hall Community Centre who, at the time of ratification, were in receipt of a monthly benefit allotment, shall continue to receive a monthly benefit allotment.

## **Letter of Intent – Long Term Disability (Applegrove)**

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

## **Letter of Understanding – Role of the Boards of Management**

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

## **Letter of Intent – Grandparenting Benefits for Certain Part-Time Employees at The 519 and Applegrove**

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

## **Letter of Intent – Sick Time Coverage Employees working less than eighteen (18) hours per week**

The parties agree to meet not more than six (6) months following ratification to develop a sick time plan for employees who regularly work less than eighteen (18) hours per week. Part of the discussions would

involve a phase-in period should the parties decide to implement such a plan.

## **Memorandum Items**

### **Article 14: Probation**

It is agreed that all current employees working fewer than eighteen (18) hours per week and casual relief who were employed at the time of certification and have remained continuously employed until the date of ratification will be deemed to have completed their probationary period.

### **Article 15: Service Aggregation**

Employees who work fewer than eighteen (18) hours per week and casual relief employees who were employed as of the date of ratification, will aggregate their service from their most recent date of continuous employment with the Community Centre.

For the purposes of this memorandum, continuous employment will not include breaks in service, including periods of lay-off greater than six (6) months.

### **Article 18: Employment – City of Toronto Opportunities**

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

### **Article 32.05: EI Rebate**

The Community Centres will submit applications to Service Canada Premium Reduction Program and if approved, the parties will meet to

discuss disposition of the rebate. The Recording Secretary will be provided with a copy of Service Canada's decisions on the applications.

### **Article 32: Compassionate Care**

The Employer confirms the Community Centres will develop a policy regarding Compassionate Care that is in accordance with Section 23.1 of the Employment Insurance Act and the policy will be posted in the workplace.

### **Article 20: Wages and Salaries**

(a) The City agrees to place employees active at the time of ratification who are working less than eighteen (18) hours per week in the appropriate wage grade of Wage Schedule "A" in effect on December 31, 2009. Placement will be at the step within the wage grade closest to their current hourly rate, without reducing their rate, effective December 31, 2008.

(b) Employees active at the time of ratification who are working fewer than eighteen hours per week who did not receive a COLA increase for their period of employment between the date of certification and December 31, 2008 will be paid a COLA increase for that period. The COLA increases referred to in this clause are the same as provided to the Local 2998 bargaining unit; 3.25% effective January 1, 2007 and 3.25% effective April 1, 2008.

### **Article 20: Meal Breaks**

The Employer confirms that any employee who regularly works eighteen (18) hours per week or greater shall not have any reduction in the number of paid hours as a result of any change in the administration of meal periods in any Community Centre, pursuant to the Letter of November 18, 2009.

## **Article 21: Rest Periods**

Prior to the effective date of the implementation of rest periods as provided for in Article 21.02(a), the Parties will meet to identify and discuss rest period issues.


In the implementation of 21.02(a), the Employer shall maintain the administration of rest periods as currently provided unless this practice is amended by Article 21.02(a).

## **Family Day and Dental Recall**

The parties agree that the effective date for the observance of "Family Day" and the implementation of the revised dental recall period is January 1, 2011.

Signed this 29<sup>th</sup> day of April, 2011

FOR THE UNION

  
Brenda Morse, President

  
Nicole Kaysen

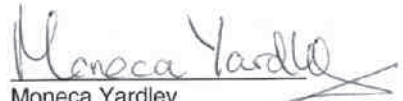
  
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