

FINAL MEMORANDUM OF SETTLEMENT

BETWEEN:

CITY OF TORONTO
Hereinafter referred to as the "City"

and

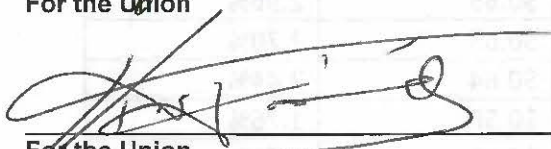
CUPE LOCAL 79 –RECREATION WORKERS PART-TIME UNIT
Hereinafter referred to as the "Union"

1. The parties herein agree to the terms of this Memorandum and the attached agreed to items set out herein and in Appendix A hereto as constituting full settlement of all matters in dispute. The settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals for ratification. The Union hereby agrees to present the terms of this Memorandum for ratification no later than March 24, 2025.
3. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2025 to December 31, 2028.
4. The parties herein agree that the said Memorandum shall amend the Collective Agreement that expired on December 31, 2024 and become the Collective Agreement between the parties effective January 1, 2025.


Dated at Toronto this 8 day of March 2025

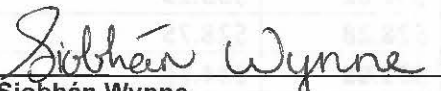

For the Union


Sean Milloy



For the Union



Elizabeth Kamande-Kinyanjui



For the Union


Siobhán Wynne


For the Union


Michelle Rolston


For the Union


Angie Conte


CESAR SEPRANO

ARTICLE 9 WAGES AND SALARIES

Across-the-Board Wage (ATB) Increases:

Four (4) year term with ATBs for all wage grades effective as follows:

- January 1, 2025 – 3.95%
- January 1, 2026 – 3.9%
- January 1, 2027 – 3.8%
- January 1, 2028 – 3%

Special Market Adjustments:

The parties agree to the following one-time compression adjustments, effective January 1, 2025 for the wage grades listed below prior to the application of the across-the-board increases.

Wage Grade	2024 Rate	Adjusted 2024 Rate (Pre-ATB)	Difference	Increase Percentage %
1	\$17.20	\$17.45	\$0.25	1.45%
2	\$17.20	\$17.85	\$0.65	3.78%
3	\$17.20	\$18.00	\$0.80	4.65%
4	\$17.20	\$18.15	\$0.95	5.52%
5	\$17.20	\$18.30	\$1.10	6.40%
6	\$17.20	\$18.45	\$1.25	7.27%
7	\$17.20	\$18.60	\$1.40	8.14%
8	\$17.82	\$19.20	\$1.38	7.74%
9	\$18.44	\$19.60	\$1.16	6.29%
10	\$19.82	\$20.37	\$0.55	2.77%
11	\$21.94	\$22.59	\$0.65	2.96%
12	\$24.05	\$24.70	\$0.65	2.70%
13	\$26.21	\$26.85	\$0.64	2.44%
14	\$28.35	\$28.85	\$0.50	1.76%
15	\$30.48	\$31.00	\$0.52	1.71%
16	\$32.62	\$33.25	\$0.63	1.93%
7RM1	\$28.28	\$28.75	\$0.47	1.66%
7RM2	\$33.66	\$34.13	\$0.47	1.40%

LETTER OF INTENT
INTERIM ALTERNATE PROCESSES FOR CLAUSE 9.04

AMEND Letter of Intent as follows:

LETTER OF INTENT
INTERIM ALTERNATE PROCESSES FOR CLAUSE 9.04

The parties agree that the following terms will apply January 1, 2020~~5~~, until December 30, ~~2024~~**2028**, unless terminated by either party in accordance with section 6 of this Letter of Intent. If the parties agree, the terms of this Letter of Intent may be extended by mutual agreement in writing.

1. In the event of an overpayment in an amount that exceeds one thousand dollars (\$1,000.00):
 - (a) The City shall advise the employee in writing of such overpayment and will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred.
 - (b) In the event that the overpayment has been made to:
 - (i) an existing employee, the letter will ask the employee to contact the City within twenty (20) working days in order to establish a repayment schedule. The employee shall have the option of using his/her vacation or accumulated lieu time as part or all of the repayment schedule. The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O., 1990, as amended, unless the employee agrees otherwise;
 - (c) Should the employee disagree with the proposed recovery schedule, or fail to arrange repayment of the outstanding amount, the City shall meet with the employee to clarify the overpayment.
 - (d) The employee may be accompanied by a Union Representative should he/she so request. The letter will advise the employee that, if the employee does not respond within the time required, the City will invoke the adjudication procedure. The City shall send a copy of the letter to the Union within five (5) days with details of the amount claimed and (for existing employees) the City's repayment schedule or (for former employees) a request to pay the total amount outstanding.
 - (e) If there is no response to the letter, the City will make contact with the Arbitrator (from an agreed to list) to determine a suitable date for hearing. This will be done by email, with a copy to the Union's Recording Secretary and its contact person. The Union will be part of the process of setting a hearing date which will occur within the following thirty (30) working days.
 - (f) Once a hearing date is determined, the City will send the employee a letter, which gives notice of the hearing. The City sends a copy of this letter to the Union and to the Arbitrator. The copy to the Arbitrator should include details of the amount claimed by the City, and its proposed repayment schedule, if one is proposed by the City.
2.
 - (a) The City will schedule a hearing for one employee per hour on the dates determined for hearing the overpayment claims. After hearing submissions from both the City and the Union, the Arbitrator will issue a brief decision, either orally or in writing, directing the repayment of any amount determined to have been an overpayment and the schedule, if any, pursuant to which such repayment is to be made. The Union and Management will

have no more than three (3) representatives at any hearing, inclusive of counsel or consultants.

- (b) The hearing referred to in 2(a) will consist solely of a review of the documentation that supports the City's overpayment claims. No witness shall be called at the hearing; the positions of the parties will be advanced through oral and/or written submissions. If either the City or the Union require a witness to testify, or wishes to raise a matter of principle (including, but not limited to, the impact on the obligation of an employee to repay a debt to the City when on WSIB or LTD benefits, or having exhausted sick leave), the hearing under 2(a) will be cancelled and the overpayment claim will be referred to the usual arbitration process.
- 3. Both parties are required to produce all documents and supporting information reasonably requested upon which they intend to rely no later than two (2) weeks prior to the date scheduled for the hearing.
- 4. If an employee does not arrive at the hearing at the appointed time, the matter will be stood down for half an hour in case of a late arrival, although during this time the City will explain the nature of the claim against the employee to the Union and the Arbitrator. The City will establish that it has complied with the notice requirements set out above and the amount that the employee is required to repay the City. If such liability is established, the Arbitrator will direct the employee to repay the overpayment to the City, in full, subject to any submissions made by the Union regarding a repayment schedule.
- 5. If the employee attends the hearing:
 - (a) The City will make its submissions, referring to those documents upon which it relies, and explain how it arrives at its claim for the overpayment. The City will also explain what repayment schedule, if any, it proposes.
 - (b) The Union may make such inquiries as it thinks necessary.
 - (c) At the close of the City's explanation, the Union will have an opportunity to meet with the employee.
 - (d) The hearing will reconvene and the Union and/or the employee will make such submissions as they wish to make. If the employee claims underpayment by the City, the Union will explain the nature of the claim and the City may make such inquiries as it thinks necessary.
 - (e) If liability is established, a repayment schedule will be determined.
 - (f) The award issued will provide for the full amount owing becoming immediately due and payable in the event of the default in any repayment schedule ordered. The award of the Arbitrator will be final and binding.
 - (g) The repayment schedule, if any, will be prepared and signed immediately after the hearing of each claim, and a copy of the repayment schedule will be given to the employee.
 - (h) It is understood that employees who attend the hearing during regular working hours will suffer no loss of wages.
 - (i) Notwithstanding (g) above, if an employee is able to provide objective evidence that there has been a substantial and material change in his/her financial situation that was unforeseen at the time of the original hearing, the employee may approach the Union with a view to requesting the Arbitrator to vary the schedule. In this event, the Union will in writing request the City to convene a hearing for the Arbitrator to consider the request.
- 6. Either party may terminate this Letter of Intent by providing the other with sixty (60) days' notice in writing. Following the delivery of such notice, clause 9.04 shall apply.

ARTICLE 13 PENSIONS AND RETIREMENT

AMEND clause 13.01(e) as follows:

13.01(e)

Each employee ~~who works other than on a continuous full-time basis~~ shall be eligible to join the OMERS pension plan effective the date of their employment. ~~On January 1st following any two (2) consecutive calendar years where, in each year, such employee:~~

(i) ~~has earned at least 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 700 hours.~~

ADD NEW clause 13.XX:

13.XX

In the event that during the term of this collective agreement there is any change in OMERS policies or practices, the parties agree that the city shall immediately implement such changes and the terms of this collective agreement shall be deemed to have been amended. For purposes of clarity in the event there is a conflict with any existing terms in the agreement, the changes in OMERS shall prevail and apply.

ARTICLE 15 LEAVE OF ABSENCE

AMEND clause 15.01(a) as follows:

Bereavement Leave

15.01(a)

An employee who is absent from work solely due to the death and/or funeral of the father, mother, father-in-law, mother-in-law, step parents, son, daughter, brother, sister, step children, step brothers, step sisters, same-sex partner, **their Indigenous Elder(s)**, husband or wife (including common law partner) of such employee shall be compensated for scheduled hours missed by such employee (by reason of such absence) at his/her regular rate of pay for five (5) working days. Such 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.

AMEND clause 15.03(b)(vi) as follows:

Pregnancy/Parental Leave:

15.03(b) (vi)

Effective September 1, 2025, during ~~On returning from~~ pregnancy and/or parental leave, the employee's seniority shall be adjusted for each full pay period of absence by the average hours worked per pay period in the eight (8) full pay periods preceding the leave of absence.

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

ADD NEW clause 15.15(b) as follows:

Leave of Absence for Chief Steward and Unit Officers

15.15(a)

Upon request from Local 79, the City shall provide a full-time leave of absence with pay and full benefits for the Chief Steward and four (4) Unit Officers of Local 79. In addition the three (3) Unit Officers representing the Long Term Care Homes and Services Part-Time, Unit B Part-Time and Recreation Workers Part-Time, or alternates as designated by Local 79 will be granted leaves of absence of five (5) days per week without loss of pay or benefits. The leave of absence for the Chief Steward and Unit Officers shall result in no loss of seniority or service.

(b)The Union shall ensure that employees on leave in accordance with Article 15.15(a) record their time and attendance in accordance with the Collective Agreement. Vacation will be taken and managed in accordance with the Collective Agreement. In no circumstances will an employee be paid out for unused vacation.

However, the normal vacation to which the employee may be entitled for the previous year's service may be taken, at the employee's option, prior to the effective date of retirement as a final payment in lieu of vacation with pay upon retirement.

AMEND clause 15.16 as follows:

15.16 Personal Illness or Family Emergency Leave

Employees who have completed more than five (500) hundred hours, shall be granted leave of absence with pay for ~~two three (23) days shifts~~ per year to attend to matters relating to personal illness or family emergency of the following:

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

An employee taking ~~this~~ leave **on account of a family emergency** is required to provide as much notice as possible but not less than one (1) hour prior to his/her start time. The Employee shall be required to provide the reason for the leave. ~~Leave on account of a personnel illness shall be reported in accordance with Article 28.03(b).~~

**ARTICLE 16
SENIORITY**

AMEND clause 16.05 as follows:

16.05

An employee covered by any Local 79 City of Toronto ~~the Unit B Part-Time Collective Agreement or the Long Term Care Homes and Services Part-Time Collective Agreement, who moves to a part-time position covered by the Recreation Workers' Part-Time Collective Agreement~~ shall carry their ~~his/her~~ seniority and service as calculated, defined and prescribed in ~~their his/her~~ respective Collective Agreement.

ARTICLE 17 WORKPLACE SAFETY AND INSURANCE BENEFITS

AMEND clause 17.04 as follows:

17.04

Effective September 1, 2025, Notwithstanding anything herein contained in this Agreement, where an employee is absent due to compensable injury, such employee shall, ~~upon his/her return to work,~~ receive a seniority credit for such absence. Such seniority credit shall be calculated on the basis of the employee's average number of paid hours per pay period 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, seniority shall be credited for days scheduled and not worked.

ARTICLE 21 HEALTH AND SAFETY

DELETE Letter of Intent Health and Safety Summit as follows:

LETTER OF INTENT HEALTH AND SAFETY SUMMIT

~~The City agrees to work with the two (2) full-time Local 79 Health and Safety Representatives (appointed as per clause 21.04) to organize a Health and Safety Summit which will be held once during the term of the Collective Agreement. The parties may, by mutual agreement, hold additional Summits.~~

~~The purpose of the Summit will be to jointly review initiatives, problem-solve and discuss strategies and in addition, strategies for targeting zero injuries and accidents.~~

~~The City will grant paid leave of absence for attendance at the Health and Safety Summit for one Local 79 member of each City of Toronto Health and Safety Committee as elected/selected by the Local 79 members of the Committee. Local 79 and the City will share equally any additional costs of the day which are agreed to by the parties.~~

ARTICLE 26

PROTECTIVE EQUIPMENT, PROTECTIVE CLOTHING AND WEARING APPAREL

The City will provide a letter to the Union indicating that whistles will be provided to all Aquatic employees who require them in order to conduct the duties and responsibilities of their role.

ADD NEW MEMORANDUM OF AGREEMENT:

MOA Equipment and Specialized Apparel Reimbursement:

Employees who have passed their probationary period and work within the below listed classifications shall be eligible for reimbursement up to a maximum of eighty-five dollars (\$85) per person per year, for the purchase of equipment and/or specialized apparel not provided by the City and is required for the duties of their role.

Employees who wish to submit for reimbursement for required equipment and/or clothing must source the equipment and/or specialized apparel and then obtain pre-approval for purchase from their Supervisor or designate. Items purchased must meet the requirements for the employee's role, including appropriate quality and appearance.

Once pre-approval is obtained, the employee must purchase the equipment and/or specialized apparel themselves and submit original receipts to their Supervisor or designate showing the purchase of equipment and/or specialized apparel to receive reimbursement.

Eligible classifications and items are as follows:

	Aquatics	Skate	Ski
Eligible Positions	<ul style="list-style-type: none"> • Aquatic Examiner • Aquatic Program Assistant • Aquatic Specialty Instructor • Head Lifeguard Pool • Head Lifeguard Waterfront • Lifeguard • Lifeguard Waterfront • Part Time Aquatic Coordinator • Part Time Aquatic Coordinator Waterfront • Part Time Pool In-Charge • Swim Instructor 	<ul style="list-style-type: none"> • Rink Guard • Skate Programs Assistant Instructor • Skate Programs Head Instructor • Skate Programs Instructor 	<ul style="list-style-type: none"> • Assistant Ski Patrol Coordinator • Ski/Snowboard Assistant Instructor • Ski & Snowboard Instructor • Ski Patrol Attendant • Specialty Ski/Snowboard Instructor
Eligible Equipment/ Specialized Apparel	<ul style="list-style-type: none"> • Bathing Suit 	<ul style="list-style-type: none"> • Cold Weather Undergarments • Hockey Helmet • Skates 	<ul style="list-style-type: none"> • Cold Weather Undergarments • Helmet • Ski Equipment

Equipment and/or specialized apparel not listed in the table above may be eligible for reimbursement subject to pre-approval from the employee's Manager or designate and the process outlined in this Memorandum.

ARTICLE 30 JOB POSTINGS

AMEND clause 30.01(c) as follows:

Job Posting to the Full-Time Bargaining Unit

30.01(c)

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

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

ARTICLE 32 TERM OF AGREEMENT AND NOTICE TO BARGAIN

AMEND clause 32.01 as follows:

32.01

This agreement shall remain in force from the 1st day of January, 2025 until and including the 31st day of December, 2024**2028** 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.

ARTICLE 41 EMPLOYEE BENEFIT PLANS

Benefit changes contingent on ratification of the Full-Time Collective Agreement as appropriate.

AMEND clause 41.01(A) as follows:

41.01(A)

The plans that are available as described in the Full-Time Collective Agreement and as amended below, shall be available to employees who prior to November 1st in the last twelve month period (November 1 to October 31) have completed one thousand and **forty six hundred (1,040 1600)** paid hours, exclusive of overtime, with the employee paying fifty percent (50%) of the premiums. Employees must re-satisfy this criteria on each subsequent year in order to continue to qualify for these benefits.

LETTERS OF INTENT

Letter of Intent Wage Schedule

1. The parties agree that where, during the term of the collective agreement, there is a statutory increase to the minimum wage, Wage Grade 1 will be adjusted, where necessary, to ensure that Wage Grade 1 is \$0.15 greater than the statutory minimum wage.
2. In addition, the Parties agree that, in the event that an increase in the statutory minimum wage results in a compression issue where there is less than a \$0.15 differential between Wage Grades, the wage differentials, as set out in Chart #1 below, shall be maintained for the life of the collective agreement.

Chart #1:

Column 1	Column 2	Column 3
Wage Grade	Wage Rate Differential	Differentiated Wage Rate
1	N/A	N/A
2	\$0.15	Wage Grade 1 plus \$0.15
3	\$0.15	Wage Grade 2 plus \$0.15
4	\$0.15	Wage Grade 3 plus \$0.15
5	\$0.15	Wage Grade 4 plus \$0.15
6	\$0.15	Wage Grade 5 plus \$0.15
7	\$0.15	Wage Grade 6 plus \$0.15
8	\$0.15	Wage Grade 7 plus \$0.15
9	\$0.15	Wage Grade 8 plus \$0.15
10	\$0.15	Wage Grade 9 plus \$0.15
11	\$0.15	Wage Grade 10 plus \$0.15
12	\$0.15	Wage Grade 11 plus \$0.15
13	\$0.15	Wage Grade 12 plus \$0.15
14	\$0.15	Wage Grade 13 plus \$0.15
15	\$0.15	Wage Grade 14 plus \$0.15
16	\$0.15	Wage Grade 15 plus \$0.15

MEMORANDUM OF AGREEMENT ITEMS

RENEW MEMORANDUM OF AGREEMENT as follows:

ARTICLE 21 HEALTH AND SAFETY

Crisis Prevention Intervention Training

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

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

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

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

RENEW AND AMEND MEMORANDUM OF AGREEMENT as follows:

ARTICLE 30 JOB POSTINGS TEMPORARY FULL-TIME ASSIGNMENT PILOT PROJECT

Temporary Full-Time Assignment Pilot Project

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

may be used to fill any future identical assignments.

8. Employees will continue to be subject to the terms of the Recreation Workers Collective Agreement for the duration of the assignment.
9. Any disputes arising out of the implementation and/or application of this Memorandum of Agreement will be referred to the General Manager or his/her designate and the President of Local 79 or his/her designate.
10. At the request of either party, the parties shall meet every six (6) months to review the Memorandum of Agreement.
11. This Memorandum of Agreement shall expire on December 31, **20242028**.

RENEW MEMORANDUM OF AGREEMENT as follows:

**ARTICLE 41
EMPLOYEE BENEFIT PLANS**

The following Article from the Local 79 Full-Time Collective Agreement is appended hereto for information purposes only.

Article 12 EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG-TERM DISABILITY INSURANCE

RENEW MEMORANDUM OF AGREEMENT as follows:

**Memorandum of Agreement
ALTERNATE RATE ASSIGNMENT REVIEW OF RECREATION WORKERS IN FULL-TIME
ASSIGNMENTS**

~~Every January 1st~~, **Twice per calendar year**, a review of Recreation Workers who are Alternate Rated to a full-time assignment for a continuous period of 12 months or greater in the same job classification and Division shall take place. The City will provide Local 79 with the review information **twice per year** no later than June 30th **and December 31st** of the review year. The purpose of the review shall be to determine if the full time assignment is expected to continue. Should the assignment be required to continue, the employee will be reassigned to the Full-Time Local 79 bargaining unit as a temporary full time employee. Should the temporary assignment end, the employee will be treated in accordance with Letter of Intent - Treatment of Recreation Workers in Temporary Full-Time Assignments.

AMEND AND RENEW MEMORANDUM OF AGREEMENT as follows:

**Article 28 SCHEDULING
RECREATION WORKERS' UNIT SCHEDULING PROCEDURE (RWSP)**

RECREATION WORKERS' UNIT SCHEDULING PROCEDURE (RWSP)

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

Proposed Start Date: As soon as is practicable

Proposed End Date: December 30, **20242028**

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

SCHEDULING PROCEDURE

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

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

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

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

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

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

Recreation Workers shall be provided support and assistance with online submissions and the scheduling procedure, as needed.

The Recreation Workers' Unit Scheduling Procedure shall be referenced in the Part-Time Recreation Workers' Handbook and applicable Manuals.

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

All Recreation Workers shall be given their full season schedule two (2) weeks prior to the start of the season/session, where possible/practicable. Once schedules are confirmed, under any part of the Scheduling Procedure, any request for schedule changes are subject to operational requirements and must be approved by a Supervisor or Designate. Requests for changes shall not be unreasonably denied.

ADMINISTRATIVE PROCEDURES

- 1) The City will notify all active Recreation Workers who have worked in the past twelve (12) months, effective as of the seniority report, once for all four seasons (Fall, Winter, Spring, and Summer).
- 2) All online shift request(s) must be submitted as directed in the notification by the specified date and time.
- 3) Assignment of regular shifts will be subject to staff not working in the same classification in excess of thirty-two (32) hours in one week with the exception of certain seasonal operations.
- 4) Recreation Workers must not accept work of more than forty-eight (48) hours in one week or eighty (80) hours in a bi-weekly pay period.
- 5) Where more than one (1) employee is available, and has submitted the relevant shift request, the City will consider qualification, operational needs and seniority when offering the work.
- 6) Seasonal operations will be determined by the City and include, but are not limited to, summer aquatics, ice rinks, snow centre operations, seasonal camps, registration periods, orientation sessions and school break operations.
- 7) All Recreation Workers will receive an orientation to each facility at which they work prior to the commencement of their first shift. The facility orientation will not be subject to evaluation.

Important Note: Employees will be advised once in each of the four seasons referred to in Administrative Procedure (1) above, that if they are not in receipt of wages, excluding wages earned for training, for any period exceeding twelve (12) continuous months, for reasons other than approved leave of absence, he/she will lose his/her seniority and shall be deemed terminated.

APPLICATION PROCESS

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

Part A If they wish to return to the same program/classification and location that they worked at in the previous year and the same session/season.

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

Part C If they wish to be considered for remaining available regularly scheduled work in the same location in a different program/classification.

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

Part E. Late Submissions

Relief Work

If they wish to be considered for relief work.

Those employees applying for Parts C & D above must confirm their qualifications, availability (days/times) and locations for all programs/classifications that they wish to be considered for. The City will provide confirmation of the date of receipt of a shift request(s). Confirmation of Employment will be provided two (2) weeks prior to the beginning of each season/session, where possible/practical.

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

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

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

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

Regularly Scheduled Work

Part A – Returning Staff, Same Location, Same Season/Session, Same Classification, Same Shift

Returning employees who have submitted their shift request by the due date and subject to operational needs shall be offered the regularly scheduled work in the same program/classification, at the same location worked in the same season.

If a returning employee's program is changed by the City (date/time or relocated) and subject to operational needs, the returning employee shall be offered said work.

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

Clarity Note: If a Recreation Worker is displaced due to renovations / facility closures, the returning employee shall be offered available regularly scheduled work in the same classification then any other classification for which they are qualified to perform within the District, then City-Wide.

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

ADMINISTRATIVE ACTIONS:

- Scheduler(s) records if staff accepts position or not.

Move to Part B.

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

Returning employees who have worked in the past twelve (12) months at the same location and in the same program/classification shall be offered the remaining regularly scheduled work, subject to being available, qualified to perform the work, operational needs and having had submitted the relevant shift request by the due date. Where more than one (1) employee is available, qualified and has submitted the relevant shift request, the City will consider operational needs, past performance, availability and seniority when offering the work.

ADMINISTRATIVE ACTIONS:

- Scheduler(s) to offer/assign remaining regularly scheduled work, according to the terms of the Scheduling Procedure and records if staff accepts position or not.

Move to Part C

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

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

ADMINISTRATIVE ACTIONS:

- Scheduler(s) to offer/assign remaining regularly scheduled work, according to the terms of the Scheduling Procedure and records if staff accepts position or not.

Move to Part D.

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

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

ADMINISTRATIVE ACTIONS:

- Scheduler(s) to offer/assign remaining regularly scheduled work, according to the terms of the Scheduling Procedure and records if staff accepts position or not.

Move to Part E.

Part E – Late Submissions

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

ADMINISTRATIVE ACTIONS:

- Scheduler(s) to offer/assign remaining regularly scheduled work and records if staff accepts position or not.
- Scheduler(s) identifies all remaining vacant positions and appropriate qualifications of such positions.

RELIEF WORK

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

Relief Work shall be offered to the most senior employee from the appropriate relief list who is available at that location considering the work to be done, scheduling efficacy and the number of shifts accepted and worked in the previous twelve (12) months.

Assignment of relief shifts will not be subject to the thirty-two (32) hour limit in the same classification in one week.

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

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

ADMINISTRATIVE ACTIONS:

- When the absence is known in advance the Recreation Worker who is regularly scheduled for that shift, must complete a Shift Replacement Request identifying a qualified replacement who will be backfilling their shift. This shift request can be submitted electronically or hand-delivered. This shift request must be approved in advance, by the Supervisor or designate.

SENIORITY

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

ASSESSMENT

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

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

DISPUTE RESOLUTION

Where a dispute arises regarding the scheduling of an employee, the employee's immediate supervisor will be given an opportunity to discuss and address the dispute. Should the dispute not be resolved with the immediate supervisor, the employee, a Local 79 representative and the Recreation Unit Officer shall meet with two (2) City designates to discuss the dispute with a view to resolving the matter. There will be one (1) prescheduled dispute resolution meeting at the beginning of each of the Winter, Fall and Spring seasons, and two (2) prescheduled dispute resolution meetings at the beginning of the Summer season. The parties may schedule additional dispute resolution meetings if required. The City shall provide a timely decision with respect to the matter. Any such dispute will not be subject to the grievance process.

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

EXPEDITED ALTERNATE DISPUTE RESOLUTION – PILOT PROJECT

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

Procedure

1. Where shift assignment disputes, excluding late submission disputes, have not been resolved with the immediate supervisor through the existing Dispute Resolution process in the Scheduling Procedure, the employee, a Local 79 Representative and the Unit Officer shall meet with two (2) City Designates to discuss the dispute with a view to resolving the matter.
2. Should the dispute remain unresolved following the meeting with the City designate(s), a response shall be provided to the employee in writing within ten (10) days of the meeting setting out his/her decision.
3. In the event that the Union is not satisfied with the response provided following the meeting with City designate(s), the parties shall appoint Mediator Gerry Lee or Sheri Price to hear, and resolve disputes by issuing a written determination. The costs of the alternate dispute resolution process will be shared by the parties.
4. In order to expedite the Alternate Dispute Resolution process, the parties shall ask Mr. Lee or Ms. Price to provide a date in each of the four seasons (Winter, Fall, Spring, Summer) to deal with all disputes related to shift assignments in that season.
5. This pilot project shall be implemented within ninety (90) days following ratification of the Collective Agreement.
6. Either party may request to meet during the Pilot Project to discuss its progress. After a two (2) year implementation period, or earlier by mutual agreement, either party may terminate this Pilot Project by providing the other party with thirty (30) days' notice in writing. Following the delivery of such notice, there shall be no further disputes scheduled for Alternate Dispute Resolutions.

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

CANCELLATION OF PROGRAMS AND/OR SERVICES

The City agrees to provide Local 79 four (4) weeks' notice, wherever possible, of cancellation of programs and/or services for reasons other than insufficient registration/participation, and further agrees to meet within ten (10) days to discuss situations where there may be a significant impact on hours of work available to Local 79 members. Seniority of affected employees will be considered when hours of work have been impacted.

INCLEMENT WEATHER:

In the event there is inclement weather resulting in a decreased need of, or a cessation of operations for the day, where operationally feasible, staff will be offered alternative duties for the duration of the shift. In the event that there is a reduction in staffing, staff shall first be sent home on a voluntary basis, then in accordance with operational requirements taking into account seniority and qualifications.

EMPLOYEE COMMUNICATION:

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

TERMINATION OF THIS MEMORANDUM:

This Memorandum will expire on December 30, ~~2024~~**2028**. Notwithstanding the foregoing, the Scheduling Procedure can be terminated by either the Union or the City upon a minimum of sixty (60) calendar days' written notice to the other party.

ADD NEW MEMORANDUM OF AGREEMENT as follows:

**Article 30 JOB POSTINGS
Part-Time Reversion**

When a City of Toronto Local 79 part-time employee is successful in attaining a part-time opportunity in the Recreation Workers Local 79 Part-Time bargaining unit through the job posting process, the employee will be subject to a thirty (30) shift assessment period, or up to a maximum of four (4) months, whichever comes first.

After an employee has worked ten (10) shifts in the new position, a performance review will be conducted by their Supervisor(s). If at anytime in the assessment period the Supervisor(s) concerned determines that a reversion is necessary, or a reversion is requested by the employee, the employee shall be reverted to their former classification and Division if available.

Notwithstanding anything to the contrary in this agreement, the City shall have the exclusive right to effect such a reversion within the thirty (30) shift assessment period, or up to a maximum of four (4) months, whichever occurs first.

Should an employee wish to revert to their former classification and Division within the thirty (30) shift assessment period, or up to a maximum of four (4) months, whichever occurs first, they must advise their Supervisor in writing of their desire to do so prior to the completion of the assessment period.

Only one reversion may be requested by the employee per calendar year.

ADD NEW MEMORANDUM OF AGREEMENT as follows:

**Memorandum of Agreement
Recreation Workers within the Economic Development & Culture Division**

Within 90 days of ratifying this Collective Agreement, the parties agree to meet to review the employees in Economic Development and Culture who are currently classified as recreation workers and fall under the recreation agreement in order to determine if those employees should be reclassified to the Unit B collective agreement. The purpose of the review will be to create a joint report, with recommendations, to be provided to the Senior Leadership Team outlining the impacts of reclassification. In the event that the parties are not able to agree on the contents of a joint report, the parties agree to retain a mutually agreed upon mediator to assist the parties in the development of the report.

ADD NEW MEMORANDUM OF AGREEMENT as follows:

**Article 14
Memorandum of Agreement
Expedited Grievance Procedure**

The parties agree to meet within ninety (90) days of the ratification of the Collective Agreement for the purpose of implementing a pilot project in one of the following divisions, i) Court Services or ii) Legal Services to be mutually agreed upon by the parties. The pilot project will reduce the number of steps in the grievance process by one (1), to expedite the hearing and processing of grievances. Once it is determined in which division the pilot project will be implemented, the parties agree the pilot project will run for a period of six (6) months only. After the six (6) month period, the parties commit to meeting to review and assess the success and challenges encountered during the pilot. After having met to assess the success and challenges, the parties may mutually agree to expand or renew the pilot project.

HOUSEKEEPING ITEMS

AMEND the Collective Agreement as follows:

Where 'Human Resources' appears in this Collective Agreement it shall be replaced with 'People & Equity in all instances throughout the agreement.

AMEND the Collective Agreement as follows:

Where 'Executive Director of Human Resources' appears in this Collective Agreement it shall be replaced with 'Chief People Officer' in all instances throughout the agreement.

AMEND the Collective Agreement as follows:

Where 'Parks, Forestry & Recreation' appears in this Collective Agreement it shall be replaced with 'Parks & Recreation' in all instances throughout the agreement.

Letters of Intent

This confirms that all letters of intent are renewed unless otherwise amended or deleted herein.

APPENDIX A
CITY OF TORONTO AGREED TO ITEMS TO THE CUPE, LOCAL 79 PART-TIME RECREATION
WORKERS COLLECTIVE AGREEMENT
March 8, 2025

AGREED ITEM	DATE AGREED
Renew Memorandum of Agreement Item - Article 2 Recognition Placement of Part-Time Employees in the Full-Time Collective Agreement – Non-Correlate Classifications	January 7, 2025
Renew Memorandum of Agreement Item – Bulletin Boards	January 7, 2025
Delete Letter of Intent Access for City Staff to the City Intranet	January 7, 2025
Renew Memorandum of Agreement Item – Correspondence to Local 79	January 7, 2025
Renew Memorandum of Agreement Item – Gender Neutral Pronouns	January 7, 2025
Add New Memorandum of Agreement Article 14 Grievance Procedure Expedited Arbitration	February 4, 2025
Amend and renew Memorandum of Agreement Item - Alternate Rate Assignment Review of Recreation Workers in Full-Time Assignments	March 7, 2025
Renew Memorandum of Agreement - Domestic Violence / Intimate Partner Violence Policy	March 7, 2025
Renew Memorandum of Agreement - Training for Schedulers	March 7, 2025
Renew Memorandum of Agreement - Article 12 Joint Benefits Committee	March 7, 2025
Renew Memorandum of Agreement - Article 30 Job Postings Training to Improve Opportunities for Internal Mobility	March 7, 2025
Renew Memorandum of Agreement - Carriage of Seniority	March 7, 2025
Renew Appendix "C" – Tri-Partite Memorandum of Agreement (Carriage of Seniority)	March 7, 2025

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

**MEMORANDUM OF AGREEMENT ITEMS
EXPEDITED ARBITRATION**

ADD NEW Memorandum of Agreement Item – Expedited Arbitration as follows:


Article 14
GRIEVANCE PROCEDURE AND ARBITRATION
Memorandum of Agreement
Expedited Arbitration

The parties agree to meet within ninety (90) days after the ratification of the collective agreement for the purpose of jointly implementing an expedited arbitration process that shall include but not be limited to the following:

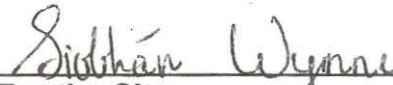
- i. Identification of grievances suitable for expedited arbitration
- ii. The option of scheduling multiple grievances to be heard by an arbitrator on a single day
- iii. Establish a list and/or process to select Arbitrators for Expedited Arbitration

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

DATE AGREED: FEBRUARY 4, 2025




For the Union



For the City



For the Union



For the City

March 2, 2025

Date Signed Off

February 27, 2025

Date Signed Off

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

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

Renew Memorandum of Agreement Item - Placement of Part-Time Employees in the Full-Time Collective Agreement – Non-Correlate Classifications

Flow through to all Part-Time Collective Agreements.


DATE AGREED: January 7, 2025



For the Union



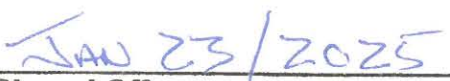
For the City



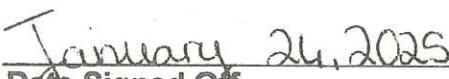
For the Union



For the City



Date Signed Off



Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS
BULLETIN BOARDS**

Renew Memorandum of Agreement Item – Bulletin Boards

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

DATE AGREED: JANUARY 7, 2025



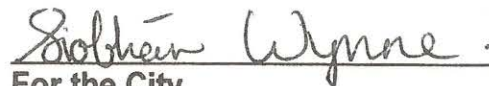
For the Union



For the City




For the Union



For the City



Date Signed Off





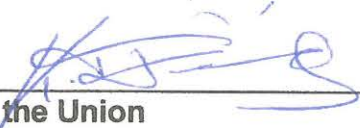
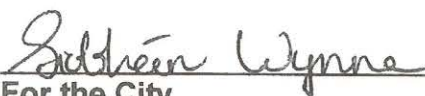
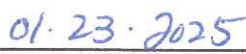
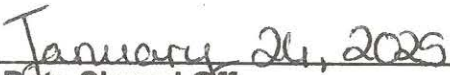
Date Signed Off

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

**MEMORANDUM OF AGREEMENT ITEMS
BULLETIN BOARDS**

Renew Memorandum of Agreement Item – Bulletin Boards

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

DATE AGREED: JANUARY 7, 2025	
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<div style="text-align: center; margin-bottom: 10px;"> _____</div> <div style="text-align: center;">For the Union</div>	<div style="text-align: center; margin-bottom: 10px;"> _____</div> <div style="text-align: center;">For the City</div>
<div style="text-align: center; margin-bottom: 10px;"> _____</div> <div style="text-align: center;">Date Signed Off</div>	<div style="text-align: center; margin-bottom: 10px;"> _____</div> <div style="text-align: center;">Date Signed Off</div>

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

ARTICLE 5 – UNION SECURITY

Delete the LETTER OF INTENT ACCESS FOR CITY STAFF TO THE CITY INTRANET as follows:

**LETTER OF INTENT
ACCESS FOR CITY STAFF TO THE CITY INTRANET**

~~The City agrees to meet with Local 79 within ninety (90) days of the ratification of the Collective Agreement to discuss access to the City's intranet for employees at appropriate Parks, Forestry and Recreation Division work locations where computers are located.~~

DATE AGREED: JANUARY 7, 2025



For the Union



For the City



For the Union



For the City

01-23-2025

Date Signed Off

January 24, 2025

Date Signed Off

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

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

Renew Memorandum of Agreement Item - Placement of Part-Time Employees in the Full-Time Collective Agreement – Non-Correlate Classifications

Flow through to all Part-Time Collective Agreements.

DATE AGREED: January 7, 2025


For the Union


For the City


For the Union


For the City




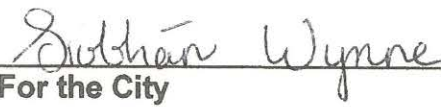
Jan 23/2025
Date Signed Off

January 24, 2025
Date Signed Off

**CUPE LOCAL 79
AND
CITY OF TORONTO
RECREATION WORKERS PART-TIME COLLECTIVE AGREEMENT
MEMORANDUM OF AGREEMENT ITEMS
CORRESPONDENCE TO LOCAL 79**

Renew Memorandum of Agreement Item – Correspondence to Local 79

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

DATE AGREED: JANUARY 7, 2025	
<div style="text-align: center;"> _____</div> <p>For the Union</p> <div style="text-align: center;"> _____</div> <p>For the Union</p> <div style="text-align: center;"><u>01-23-2025</u> _____</div> <p>Date Signed Off</p>	<div style="text-align: center;"> _____</div> <p>For the City</p> <div style="text-align: center;"> _____</div> <p>For the City</p> <div style="text-align: center;"><u>January 24, 2025</u> _____</div> <p>Date Signed Off</p>

MEMORANDUM OF AGREEMENT ITEMS

GENDER NEUTRAL PRONOUNS

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

January 24, 2023
Date Signed Off