

Collective Agreement

BETWEEN

**Canadian Union of
Public Employees
Local 79**

and

City of Toronto

January 1, 2012 - December 31, 2015

Recreation Workers - Part-Time



Canadian Union of
Public Employees



Canadian Union of Public Employees

34 St. Patrick Street
Toronto, Ontario
M5T 1V1
Tel: (416) 977-1629
Fax: (416) 977-9546

Visit our Web Site at
www.cupelocal79.org

Executive Committee

- President Tim Maguire
- 1st Vice President Nancy Murphy
- Vice President/Chief Steward Jason Desjardins
- Vice President – Equity Ainsworth Hamilton
- Recording Secretary Sofia Reno
- Treasurer Lily Chang
- Membership Secretary Linda Rose

Assigned CUPE Representatives

- Derek Lue
- Janet McIvor
- Sharon Rodgers
- Don Styles
- Charles VanVliet

Bargaining Units

- City of Toronto Full-Time
- City of Toronto Long Term Care Homes & Services – Part-Time Unit
- City of Toronto Unit B – Part-Time
- City of Toronto Recreation Workers – Part -Time Unit

CUPE Local 79 General Membership meetings are held on the 4th Tuesday

in January, February, March, April, May, June, September, October and November

TABLE OF CONTENTS	ARTICLE	PAGE
A		
Access for City Staff to the City Intranet - Letter of Intent	5	5
Access to City of Toronto Policies/Programs	44.01	42
ACQUAINTING NEW EMPLOYEES	24	31
Alternate Rate to Another City Bargaining Unit	9.03	6
Arbitration	14.09	13
B		
BENEFITS	41	39
- Arrears	41.06	41
- Benefit Utilization and Premiums Rates	41.12	42
- Benefits Described in the Full-Time Collective Agreement - Memorandum of Agreement	M	M11
- Change of Carrier	41.11	41
- Change of Marital Status/Dependants/Address	41.05	40
- Dental Benefits	41.01(a)(ii)	39
- Eligibility	41.02	40
- Extended Health Care Benefits	41.01(a)(i)	39
- Group Life Insurance - Optional, Employee, Spouse	41.01(a)(iii)	40
- Monitoring Committee	41.09	41
- Plan Book	41.10	41
- Representative	41.13	42
- Termination of Coverage	41.07	41
Benefit Grievances	14.25	16
Bereavement Leave	15.01	18
Bulletin Boards - Memorandum of Agreement	M	M10
C		
Cancellation of Programs and/or Services - Memorandum of Agreement	M	M9
Carriage of Seniority Between Part-Time Bargaining Units	16.05	25
CHANGE OF ADDRESS	35	37
Chief Steward and Unit Officers, Leave of Absence	15.15	23
Childcare and Eldercare Leave	15.07	21
Citizenship Leave	15.04	21
CITY OF TORONTO POLICIES	44	42
Clarification of Collective Agreement Language - Letter of Intent	LOI	44
Clarity and Housekeeping - Letter of Intent	LOI	44
CONTRACTING OUT, NOTICE OF	29	35

TABLE OF CONTENTS	ARTICLE	PAGE
- Deletion of Positions/Classification	29.02	35
Conversion of Hours	4.04	3
D		
DEFINITIONS	4	3
Conversion of Hours	4.04	3
- Recreation Worker/Employees	2.02	2
- Regularly Scheduled Work	4.02	3
- Relief Work	4.03	3
- Service and Seniority	4.01	3
- Paid Hours	4.05	3
Deletion of Positions/Classification	29.02	35
Dental Benefits	41.01(a)(ii)	39
DESIGNATES	33	37
Direct Deposit	9.02	6
Discharge and Suspensions of Ten Days or More Grievances	14.21	15
Disciplinary Discussions and Notations	14.26	16
Discrimination Grievances	14.23	15
Dispute Resolution Training - Letter of Intent	14	17
Dues Deductions	5.02(a)	4
E		
Emergency Preparedness and Response	21.07	29
EMPLOYEE ACCESS TO CORPORATE PERSONNEL FILE	22	30
EMPLOYEE BENEFIT PLANS – See Benefits	41	39
Employees Seeking Election to Political Office	15.09	22
Employees Seeking Election to Political Office Policy	POLICIES	P2
EMPLOYMENT EQUITY	38	38
Exchange of Shift	28.03(a)	34
Expedited Arbitration	14.29	16
F		
Family Medical Leave Policy	POLICIES	P5
First Aid Policy, Parks, Forestry and Recreation	POLICIES	P10
G		
GRIEVANCE PROCEDURE AND ARBITRATION	14	12
- Arbitration	14.09	13
- Benefit Grievances	14.25	16
- Discharge Letters	14.27	16
- Disciplinary Discussions and Notations	14.26	16

TABLE OF CONTENTS	ARTICLE	PAGE
- Disciplinary Notations (Removal)	14.28	16
- Dispute Resolution Training - Letter of Intent	14	17
- Expedited Arbitration	14.29	16
- Grievance and Arbitration Provisions - Letter of Intent	14	17
- Grievance Committee	14.04	12
- Group Grievances	14.19	14
- Human Rights and Anti-Harassment Policy	14.30	17
- Investigation Protocol - Letter of Intent	14	17
- Investigations	14.31	17
- Job Postings to the Full-Time Unit Grievances	14.22	15
- Management Grievances	14.24	15
- Mediation	14.08	13
- Policy Grievances	14.18	14
- Prescheduled Grievance Meetings	14.32	17
- Probationary Period for Discipline/Discharge	6.02	5
- Sexual Harassment, Discrimination or Harassment	14.23	15
- Step One - Dispute Resolution	14.07(i)	12
- Step Three	14.07(iii)	13
- Step Two	14.07(ii)	13
- Stewards	14.05	12
- Suspension of Less Than Ten Working Days	14.20	15
- Suspension of Ten Days or More and Discharge	14.21	15
H		
Harmonization of the Vacation Year - Letter of Intent	12	10
HEALTH AND SAFETY	21	28
- Health and Safety – Emergency Preparedness	21.07	29
- Health and Safety - Letter of Intent	21	29
- Health and Safety Policies - Letter of Intent	21	29
- Health and Safety Representatives	21.05	28
- Health and Safety Summit - Letter of Intent	21	30
- Joint Health and Safety Certification Training - Letter of Intent	21	30
- Local 79 Corporate Health and Safety Representatives - Letter of Intent	21	29
- Working Past Midnight	21.06	29
Hours of Work by Location - Letter of Intent	16	25
Human Rights and Anti-Harassment Policy	14.30	17

TABLE OF CONTENTS	ARTICLE	PAGE
I		
Increments on Alternate Rate	9.03(b)	6
Information Requests	5.06	4
Investigations	14.31	17
J		
JOB EVALUATION SCHEDULES A, B AND C	APPENDIX A	48
JOB POSTINGS	30	36
- Job Postings to the Full-Time Bargaining Unit	30.01	36
- Job Postings to the Full-Time Bargaining Unit - Article 15 Full-Time Local 79 Collective Agreement	APPENDIX B	63
- Job Postings to the Full-Time Unit Grievances	14.22	15
- Part-Time Employment Opportunities	30.02	36
- Reversion	30.01(c)	36
- Scheduling of Examinations - Letter of Intent	APPENDIX B	68
- Temporary Full-Time Assignment Pilot Project - MOA	M	M10
- Temporary Full-Time Assignments - Letter of Intent	30	36
Joint Committees - Letter of Intent	LOI	44
Joint Health & Safety Certification Training - Letter of Intent	21	30
Judicial Proceedings	15.02(b)	19
Jury or Witness Duty	15.02(a)	18
L		
LABOUR-MANAGEMENT COMMITTEE	39	38
- Labour Management Sub-Committees	39.02	39
LEAVE OF ABSENCE	15	18
- Attend Labour Conventions/Conferences	15.12	22
- Benefits Representative	41.13	42
- Bereavement Leave	15.01	18
- Chief Steward and Unit Officers	15.15	23
- Childcare and Eldercare Leave	15.07	21
- Citizenship Leave	15.04	21
- Employees Seeking Election to Political Office	15.09	22
- Full-time Local 79 Positions	15.11(a)	22
- Full-time Office With Organization Affiliated With Local 79	15.11(b)	22
- Health and Safety Representatives	21.05	28
- Judicial Proceedings	15.02(b)	19
- Jury or Witness Duty	15.02(a)	18
- Leave Without Pay	15.06	21

TABLE OF CONTENTS	ARTICLE	PAGE
- Military Service	15.08	21
- Negotiating Committee	15.14	23
- Payment for Work Outside of Committee Meetings	15	24
- Payment while on Leave for Local 79 Business	15.13(b)	23
- Personal Leave	15.05	21
- Pregnancy/Parental Leave	15.03	19
- Quarantine	15.10	22
- Seniority While on Local 79 Business	15.13(a)	22
- Workplace Safety & Insurance Board/Rehab Representatives	17.07	26
Leave Without Pay Policy	POLICIES	P12
LEGAL EXPENSES	18	26
- Definition of Acquitted	18.01	26
- Legal Expenses do not Exceed \$ 25,000	18.01(ii)	26
- Legal Expenses Exceed \$ 25,000	18.01(iii)	26
LEGISLATIVE CHANGE	42	42
LETTERS OF INTENT	36	37
- Access for City Staff to the City Intranet	5	5
- Clarification of Collective Agreement Language	LOI	44
- Clarity and Housekeeping	LOI	44
- Dispute Resolution Training	14	17
- Employee Notification in the Event of Emergency Closures	28	35
- Grievance and Arbitration Provisions	14	17
- Harmonization of the Vacation Year	12	10
- Health and Safety	21	29
- Health and Safety Policies	21	29
- Health and Safety Summit	21	30
- Hours of Work by Location	16	25
- Investigation Protocol	14	17
- Joint Committees	LOI	44
- Joint Health and Safety Certification Training	21	30
- Local 79 Corporate Health and Safety Representatives	21	29
- Pay System Report Criteria	5	5
- Payment for Work Outside of Committee Meetings	15	24
- Pension for Less Than Full-Time Union Leaves	13	11
- Process for Identification of Employees and/or Positions Appropriate Placement into the Full-Time Agreement	2	2

TABLE OF CONTENTS	ARTICLE	PAGE
- Temporary Full-Time Assignments	30	36
-Vacation Entitlement for Part-Time Employees who move to the Full-Time Collective Agreement	12	10
- Video Security Surveillance/Global Positioning Systems(GPS) and Automated Vehicle Location Systems (AVL)	LOI	45
Local 79 Corporate Health and Safety Representatives - Letter of Intent	21	29
Local 79 Negotiating Committee	15.14	23
Loss of Seniority/Service	16.02	24
LUNCH AND REST PERIODS	25	31
M		
Management Grievances	14.24	15
MANAGEMENT’S RIGHTS	3	3
MANUAL FOR JOB DESCRIPTION, EVALUATION AND WAGE ADMINISTRATION	APPENDIX A	47
- Schedule “A”	APPENDIX A	48
- Schedule “B”	APPENDIX A	54
- Schedule “C” Gender Neutral Comparison System	APPENDIX A	55
Mediation	14.08	13
Medical Appointments	17.05	26
MEMORANDUM OF AGREEMENT ITEMS	M	M1
- Benefits Described in the Full-Time Collective Agreement	M	M11
- Bulletin Boards	M	M10
- Cancellation of Programs and/or Services	M	M9
- Process for the Placement of Employees and/or Positions into the Full-Time Bargaining Unit	M	M2
- Recreation Workers’ Unit Scheduling Project	M	M5
- Temporary Full-Time Assignment Pilot Project	M	M10
- Wages	M	M4
Mileage Allowance	19.01	27
Military Service	15.08	21
Military Service Policy	POLICIES	P15
MODIFIED WORK PROGRAM	40	39
N		
NO DISCRIMINATION OR HARASSMENT	7	6
NO STRIKE OR LOCKOUT	31	37
NOTICE OF CONTRACTING OUT	29	35

TABLE OF CONTENTS	ARTICLE	PAGE
- Deletion of Position/Classification	29.02	35
Notification Pre-Season - When Unavailable to Work	28.03(a)	34
O		
Overtime	10.01	7
P		
Parking for Employees with Disabilities Procedure	POLICIES	P16
Part-Time Employment Opportunities	30.02	36
Pay System Report Criteria - Letter of Intent	5	5
Payment for Work Outside of Committee Meetings – LOI	15	24
Payment of Wages While On Leave of Absence for Local 79 Business	15.13(b)	23
Payment When No Work Available	10.02(a)	7
PENSIONS AND RETIREMENT	13	10
- Eligibility	13.01(e)	11
- Pension for Less Than Full-Time Union Leaves - Letter of Intent	13	11
- Pension Other than Continuous Full-Time Employees	13.01(f)	11
Personal Leave	15.05	21
Personal Vehicle, Requirement to Provide	19.04	27
PLURAL	34	37
POLICE CHECKS	43	42
POLICIES, CITY OF TORONTO	44	42
- Access to City of Toronto Policies/Programs	44.01	42
- Employees Seeking Election to Political Office	POLICIES	P2
- Family Medical Leave	POLICIES	P5
- First Aid Certification for Staff	POLICIES	P10
- Leave Without Pay	POLICIES	P12
- Military Service	POLICIES	P15
- Protective Equipment, Protective Clothing and Wearing Apparel Policy	APPENDIX D	73
- Request for Parking for Employee's with a Disability Procedure Document	POLICIES	P16
- Working Alone Safely	POLICIES	P19
- Workplace Violence	POLICIES	P21
Policy Grievances	14.18	14
Pregnancy/Parental Leave	15.03(a)	19
Pregnancy/Parental Leave Top-Up	15.03(b)	20
PREMIUM PAY PROVISIONS	10	7

TABLE OF CONTENTS	ARTICLE	PAGE
- Extended Hours, Swimming Pools	10.03	8
- Overtime	10.01	7
- Relief Work with Less than One (1) Hours Notice	10.02(b)	8
Prescheduled Grievance Meetings	14.32	17
PRINTING OF THE COLLECTIVE AGREEMENT	37	38
PROBATIONARY PERIOD	6	5
- Discipline and Discharge	6.02	5
Process for Identification of Employees and/or Positions Appropriate Placement into the Full-Time Agreement - Letter of Intent	2	2
Process for the Placement of Employees and/or Positions into the Full-Time Agreement - Memorandum of Agreement	M	M2
PROTECTIVE EQUIPMENT, PROTECTIVE CLOTHING AND WEARING APPAREL	26	32
- Protective Equipment, Protective Clothing and Wearing Apparel Committee	26.02	32
Protective Equipment, Protective Clothing and Wearing Apparel Policy	APPENDIX D	73
PURPOSE	1	2
Q		
Quarantine	15.10	22
R		
RE-CERTIFICATION/EDUCATION, TRAINING AND UPGRADING	27	32
- First Aid Re-certification	27.02	32
- Training and Career Development	27.03	33
- Pay rate while on Training	27.04	33
RECOGNITION	2	2
- Process for Identification of Employees and/or Positions Appropriate Placement into the Full-Time Agreement - Letter of Intent	2	2
Recovery of Accidental Overpayment	9.04	7
Recreation Employees - Definition	2.02	2
Recreation Program Area Re-organization	28.08	35
Regularly Scheduled Work - Definition	4.02	3
Relief Work - Definition	4.03	3
Relief Work with Less than One (1) Hours Notice	10.02(b)	8
Reorganization/Service Consolidation Related Transfers	23.02	30
Reporting of Illness/Absence Procedure	28.03(b)	34

TABLE OF CONTENTS	ARTICLE	PAGE
REQUEST FOR TRANSFER	23	30
- Reorganization/Service Consolidation Related Transfers	23.02	30
Resignation, Right to Rescind	16.06	25
Rest Periods	25.02	31
Reversion	30.01(c)	36
S		
SCHEDULING	28	33
- Cancellation of Programs and/or Services – MOA	M	M9
- Employee Notification in the Event of Emergency Closures – LOI	28	35
- Exchange of Shifts	28.03(a)	34
- Recreation Workers’ Unit Scheduling Project - Memorandum of Agreement	M	M5
- Medical Appointments	17.05	26
- Meetings (Local 79 Representatives)	5.05	4
- Notification when Unavailable to Work	28.03(a)	34
- Recreation Program Area Re-Organization	28.08	35
- Reporting of Illness/Absence Procedure	28.03(b)	34
- Trial Scheduling Project Procedure	APPENDIX C	69
SENIORITY	16	24
- Carriage of Seniority Between Part-Time Bargaining Units	16.05	25
- Conversion of Hours	4.04	3
- Hours of Work by Location - Letter of Intent	16	25
- Lists	16.03	25
- Seniority Hours on Pay Stubs	16.04	25
- Seniority While on Leave for Local 79 Business	15.13(a)	22
- Seniority/Service, Loss of	16.02	24
Service - Definition	4.01	3
SEXUAL HARASSMENT	8	6
Sexual Harassment/Discrimination Grievances	14.23	15
Shift Worked on a Statutory Holiday	11.02	8
Shortage of Pay	9.05	7
STATUTORY HOLIDAYS	11	8
- Shift Not Worked	11.01(b)	8
- Shift Worked on a Statutory Holiday	11.02	8
Stewards	14.05	12
Suspension of Less Than Ten Working Days	14.20	15
Suspension of Ten Days or More and Discharge	14.21	15

TABLE OF CONTENTS	ARTICLE	PAGE
T		
TECHNOLOGICAL CHANGE	20	27
Temporary Full-Time Assignment Pilot Project – MOA	M	M10
Temporary Full-Time Assignments - Letter of Intent	30	36
TERM OF AGREEMENT AND NOTICE TO BARGAIN	32	37
TRANSFERS - REQUEST FOR	23	30
TRANSPORTATION	19	27
- Mileage Allowance	19.01	27
- Parking Policy for Employees with Disabilities Procedure	POLICIES	P16
- Parking Reimbursement	19.03	27
- Requirement to Provide Personal Vehicle	19.04	27
- Tokens/Tickets	19.02	27
U		
Union Dues	5.02	4
UNION SECURITY	5	4
- Access for City Staff to the City Intranet - Letter of Intent	5	5
- Pay System Report Criteria	5	5
V		
VACATIONS	12	9
- Harmonization of the Vacation Year - Letter of Intent	12	10
- Vacation Banking	12.04(b/c)	9
- Vacation Entitlement for Part-Time Employees who move to the Full-Time Collective Agreement - Letter of Intent	12	10
- Video Security Surveillance/Global Positioning Systems(GPS) and Automated Vehicle Location Systems (AVL) – Letter of Intent	LOI	45
Volunteers	2.03	2
W		
WAGES AND SALARIES	9	6
- Alternate Rate to Another City Bargaining Unit	9.03	6
- Increments on Alternate Rate	9.03(b)	6
- Overtime	10.01	7
- Payment for Short Notice Shift	10.02(b)	8
- Payment When No Work Available	10.02(a)	7
- Recovery of Accidental Overpayment	9.04	7
- Shortage of Pay	9.05	7
- Wages - Memorandum of Agreement	M	M4

TABLE OF CONTENTS	ARTICLE	PAGE
WAGE SCHEDULES	W	W1
Working Alone Safely Policy	POLICIES	P19
Working Past Midnight	21.06	29
WORKPLACE SAFETY AND INSURANCE BENEFITS	17	25
- Scheduling of Medical Appointments	17.05	26
Workplace Violence Policy	POLICIES	P21

The Effective Date Of This Collective Agreement Is January 1, 2012 Or Unless Otherwise Stated.

BETWEEN:

CITY OF TORONTO

herein called "The City"

OF THE FIRST PART,

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL UNION No. 79 (Recreation Workers' Part-Time Unit)

herein called "Local 79",

OF THE SECOND PART.

WHEREAS Local 79 is an organization of employees formed for purposes that include the regulation of relations between employees and employers; and

WHEREAS the by-laws of Local 79 as approved provide that membership in Local 79 shall be open to those employees of the City as hereinafter set forth; and

WHEREAS the City and Local 79 have mutually agreed to enter into and execute this Collective Agreement commencing from January 1, 2012, to remain in force until and including the 31st day of December, 2015, and from year to year thereafter as hereinafter provided;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises the City and Local 79 hereby mutually covenant and agree as follows:

**Article 1
PURPOSE**

1.01 The purpose of this Agreement is to provide for an effective collective bargaining process, in order to provide mutually satisfactory employment relations between the Employer and Local 79 and an amicable method of settling differences with respect to general working conditions and the interpretation, application and administration of this Agreement.

**Article 2
RECOGNITION**

- 2.01 The City recognizes Local 79 as the sole bargaining agent for all recreation employees of the City of Toronto including employees who occupy the positions set forth in Schedule 1, annexed hereto and forming part of this Agreement save and except:
- (i) supervisors; and
 - (ii) persons above the rank of supervisor; and
 - (iii) employees who fall within any other bargaining unit.

That no employee shall be required or permitted to make written or verbal agreements with the Employer in conflict with the Collective Agreement.

- 2.02 The "recreation employees" as set out in clause 2.01 above refers to employees performing duties for less than full-time hours in any one position and those employees who may, from time to time, perform duties for full-time hours.
- 2.03 Nothing in the foregoing shall be deemed to prohibit the City from using volunteers provided such volunteers shall not displace any Bargaining Unit employee.
- 2.04 Whenever the City establishes a new non-union position, the Director of Employee and Labour Relations will, where practicable, provide Local 79 with thirty (30) calendar days written notice prior to the implementation of said position.

In the event that Local 79 is of the opinion that the position may come within the Local 79 Unit, Local 79 shall so notify the Director of Employee and Labour Relations within ten (10) working days of Local 79's receipt of the notice from the City. If requested, the City shall meet with Local 79 forthwith for the purpose of discussing the matter.

The question as to the position's inclusion in or exclusion from the Local 79 Unit shall be determined by mutual agreement or, in the absence of an agreement, Local 79 may file a grievance under clause 14.07. Such grievance shall be initiated at Step 3 of the grievance procedure.

**LETTER OF INTENT
PROCESS FOR IDENTIFICATION OF EMPLOYEES AND/OR POSITIONS
APPROPRIATE PLACEMENT INTO THE FULL-TIME AGREEMENT**

A review of part-time employees shall take place once per calendar year in each of the part-time units. The date of the review will be September 1st each year. The purpose of the review shall be to determine whether there are employee(s) in this Bargaining Unit that meet the criteria as stated in the Memorandum of Agreement dated August 9, 2002.

**Article 3
MANAGEMENT'S RIGHTS**

- 3.01 Local 79 and the employees recognize and acknowledge that it is the exclusive function of the City to:
- (i) maintain order, discipline and efficiency;
 - (ii) hire, discharge, direct, classify, re-classify across classifications, 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 City and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which the City in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the City.
- 3.02 The City agrees that it will not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.

**Article 4
DEFINITIONS**

- 4.01 "Service" is synonymous with seniority and shall be defined as all hours paid, to a maximum accumulation of 2,080 hours per calendar year. Such accumulation shall include periods of employment in other Local 79 Bargaining Units.
- 4.02 "Regularly scheduled work" is work identified as available during a season which can be assigned in advance of the implementation of the program and assigned in accordance with Article 28 Scheduling. It also includes work available when an employee is not available due to vacation or other pre-approved leaves of absence but only when the City has notice of such leave of at least fifteen (15) calendar days prior to the commencement of such leave.
- 4.03 "Relief work" is all work other than that defined under clause 4.02 and is assigned under Article 28 Scheduling. Where the relief work falls within another bargaining unit, the hours paid shall be added to the employee's aggregate hours.

Conversion of Hours

- 4.04 Where the terms "two thousand and eighty (2,080) paid hours", "one thousand and forty (1,040) paid hours", "eighty (80) hours" and "eight (8) hours" are used in this agreement it shall be amended to read one thousand eight hundred and twenty (1,820) paid hours, nine hundred and ten (910) paid hours, seventy (70) hours, and seven (7) hours respectively for employees in classifications where the normal full-time hours are thirty-five hours (35) per week.
- 4.05 "Hours paid" and "paid hours" means all regular hours paid.

Article 5
UNION SECURITY

- 5.01(a) It shall be a continuous condition of employment with the City that all employees shall be members in good standing of Local 79.
- 5.01(b) All future employees who come within the Local 79 Unit shall become members of Local 79 within thirty (30) calendar days from the date of the commencement of their employment with the City and thereafter shall remain as such members in good standing provided that the City shall not be required to discharge an employee who has been expelled or suspended from membership in Local 79, other than for engaging in unlawful activity against Local 79.
- 5.02(a) The City in respect to each of the employees who is subject to the provisions of this clause shall:
- (i) Deduct from each pay of such employee such sums for dues and contributions to Local 79, provided such are to be uniformly levied for not less than six (6) months, payable by such employee as the by-laws of Local 79, or minutes of meetings at which any change in such dues and contributions is made, as the case may be, and
 - (ii) Continue to make such deductions until this Agreement is terminated, and
 - (iii) Within one (1) week after making each such deduction, pay the sum so deducted to Local 79.
- 5.02(b) Local 79 will provide to the City a certified true copy of the section of the by-laws of Local 79 authorizing any such dues and a certified true copy of the section of the Minutes of a meeting at which any change in such dues is made.
- 5.02(c) Local 79 will save the City harmless from any and all claims which may be made against the City for appropriate amounts deducted from pay pursuant to clause 5.02(a) herein.
- 5.03 The City shall provide Local 79, on a biweekly basis, a list of all employees from whose wages union dues have been deducted, and in accordance with the respective pay system report criteria, the union dues amount, the biweekly earnings, the hours worked, the hourly rate and an alternate rate indicator. The list shall include the classification of employees.
- 5.04(a) The City will recognize representatives of Local 79 authorized by Local 79 to attend meetings provided for under the Collective Agreement. Local 79 agrees to notify the City in writing in advance of the names of its representatives.
- 5.04(b) Leaves of absence with or without pay to attend to Local 79 business are subject to approval by the City unless the Collective Agreement provides otherwise. Such approval shall not be unreasonably withheld.
- 5.05 When meetings are held between Local 79 representatives and the City, the City will make reasonable efforts to schedule such meetings during their working hours.

Information Requests

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

- (i) a monthly report listing Local 79 Recreation employees who are new hires or for whom a positive termination has been received.
- (ii) A quarterly list of all Local 79 Recreation employees, their employee number, their latest home address, home/contact phone number, organizational unit, section, and division.
- (iii) A monthly list of all Local 79 Recreation employees in alternate rated or acting assignments, including the employee's affiliation and the affiliation of such alternate rated positions, the initial and expiry date of the alternate rated or acting assignment and the job title, organizational unit, section, and division of the alternate rate or acting assignment.
- (iv) A bi-weekly list of employees who are in a "no pay" status in the current pay period.

Any other requests by Local 79 for information shall be considered on a case by case basis. The City will make every reasonable effort to provide the foregoing information.

LETTER OF INTENT PAY SYSTEM REPORT CRITERIA

The Parties agree to continue meeting to discuss pay system report criteria, to ensure a full review and understanding of information needs and appropriate methods of addressing these needs.

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.

Article 6 PROBATIONARY PERIOD

- 6.01 Notwithstanding anything to the contrary contained in this Agreement, the City shall have the exclusive right to discharge employees within the first one thousand and forty (1,040) paid hours within the latest period following any severance of employment as defined in clause 16.02, such period to be called "the probationary period". The probationary period may not be completed while the employee is absent for any reason and in no case shall an employee be required to complete more than one (1) probationary period. For purposes of this clause, the one thousand and forty (1,040) paid hours referred to herein shall not include hours paid while in receipt of Workplace Safety and Insurance Benefits.

An employee who has completed his/her probationary period shall be credited with one thousand and forty (1,040) paid hours. The employee shall be notified by the City when his/her probationary period has been completed.

- 6.02 An employee who has completed five (5) calendar years or more and has worked a total of seven hundred and fifty (750) paid hours for the Parks, Forestry and Recreation Division will be deemed to have completed his/her probationary period only for disciplinary and discharge purposes.

Article 7
NO DISCRIMINATION OR HARASSMENT

- 7.01 The City and Local 79, their respective servants and agents, agree that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practised with respect to any employee, in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, scheduling or otherwise by reason of race, creed, ancestry, place of origin, colour, ethnic origin, citizenship, record of offences, political or religious affiliation, sex, sexual orientation, age, marital status, family status, disability nor by reason of membership in a labour union, and the City agrees that it will not, either directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, steward, committee member or member at large of Local 79.
- 7.02 Any prohibited ground of discrimination listed in clause 7.01 that is also a prohibited ground of discrimination in the Human Rights Code, R.S.O.1990, as amended will be defined in accordance with section 10 ["Definitions"] of the Human Rights Code, R.S.O. 1990, as amended.
- 7.03 The prohibition within clause 7.01, with respect to disability shall not apply where the requirement, qualification or consideration is a reasonable and bona fide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of his/her duties of a position by reason of disability.

Article 8
SEXUAL HARASSMENT

- 8.01 Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection and/or reporting of such behaviour.

Article 9
WAGES AND SALARIES

- 9.01(a) During the term of this agreement, the parties agree that the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each job classification in Schedule 1, provided that the hours of work set out in Schedule 1 are to be used for information purposes only.
- 9.02 All employees shall, as a condition of their employment, participate in payroll direct deposit. Any employee who so requests shall have his/her pay stub mailed to his/her home address.

Alternate Rate to Another City Bargaining Unit

- 9.03(a) An employee who, for a period of at least a full day or shift, is assigned to perform the regular duties of a higher rated classification in another City bargaining unit, shall be paid the minimum of the hourly rate of the higher classification or an increase of sixty-five cents (65¢) per hour, whichever is greater for the duration of the assignment, but in no case shall an employee be paid in excess of the maximum rate for the higher rated classification.
- 9.03(b) Where an employee is assigned to perform the regular duties of a higher rated position in another City bargaining unit and actually works sufficient aggregate time to qualify for an increment he/she shall, subject to the approval of the General Manager concerned, be granted such increment effective the beginning of the pay period nearest the date on which he/she qualifies for such increment.

- 9.03(c) Provided that the General Manager so recommends, an employee shall qualify for any subsequent increments in the same manner as set out above and will begin to accumulate such aggregate qualifying time immediately following the effective date of the initial increment.
- 9.03(d) The foregoing alternate rate provision shall apply to periods during which the employee is absent on paid leave provided such employee has been continuously paid at such alternate rate for at least two (2) months and such qualifying period has not been interrupted by an aggregate of absences on paid leave in excess of fifteen (15) working days prior to such absence on paid leave.

These provisions shall apply only when the two (2) continuous months' service requirement has been fulfilled and such employee is still being paid such alternate rate at the commencement of such absence and such alternate rate shall be paid only to the extent that it would have been paid had the employee remained at work.

Recovery of Accidental Overpayment

9.04 In the event of an overpayment, the City shall advise the employee in writing of such overpayment which will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred. Local 79 shall be informed in writing at the same time as the employee.

The City shall meet with the employee who shall be represented by a Unit Officer or designated so as to negotiate an appropriate schedule of recovery. The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O., 1990, as amended, unless the parties agree otherwise. It is understood that such overpayment may be the subject of a grievance at Step 3.

Shortage of Pay

9.05 In the event that an employee's pay has a shortage of three (3) hours pay or more and the employee notifies their supervisor within three (3) working days from the time the employee receives his/her pay stub, the City shall rectify the shortage by issuing a manual cheque, within three (3) working days from the time the supervisor is notified. It is agreed and understood that the calculation of such hours shall include overtime hours.

Article 10 PREMIUM PAY PROVISIONS

10.01 Each employee shall be paid at the rate of time and one-half for hours worked in excess of 80 hours in a biweekly pay period. It is agreed that employees may be assigned to work:

- up to the maximum hours per day permitted under the Employment Standards Act, 2000, S.O. 2000, as amended; and
- up to a maximum of 48 hours per week;

It is understood that the maximum number of daily and weekly hours do not apply to hours of work that arise from emergencies or exceptional circumstances.

10.02(a) Where an employee reports for regularly scheduled work, or for relief work, and no work is available the City shall endeavour to find the employee alternate work. Where no such alternate work is available he/she shall be paid two (2) hours' pay at the rate of the position he/she was originally scheduled to work.

Provided that where an employee reports for regularly scheduled work or relief work which was to be three (3) hours or more in duration and no work is available the City shall endeavour to find the employee alternate work. Where no such alternate work is available he/she shall be paid three (3) hours' pay at the rate of the position he/she was originally scheduled to work.

- 10.02(b) Where prior to the commencement of relief work an employee is called in to work with less than one (1) hour's notice, he/she shall be paid for the first full hour of the shift, provided he/she reports within the first hour of the shift and works the remainder of said hour.
- 10.03 When the Parks, Forestry and Recreation Division determines that swimming pools will be kept open for extended hours under the Heat Alert Program, a bonus of twenty dollars (\$20.00) will be paid to staff who work the extended hours to the pool closing. The City will schedule the extended hours by seniority, within the location and scheduled shift, provided such extension does not result in overtime and further provided the extension does not result in a violation of the Employment Standards Act, 2000, as amended, with respect to time off between shifts.

Article 11 STATUTORY HOLIDAYS

- 11.01(a) The statutory holidays covered under this Collective Agreement are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and the 26th day of December.
- 11.01(b) An employee who is not required to work on a statutory holiday as per clause 11.01(a) shall be entitled to payment for the holiday provided:
- (i) he/she works at least eight (8) shifts during the two pay periods immediately preceding the holiday, and
 - (ii) in the event that he/she is scheduled to work in the week before and/or the week after the holiday, he/she does in fact report for work as scheduled on his/her last day before the holiday and his/her first scheduled day after the holiday, unless he/she is absent due to illness, injury or on approved leave.
- 11.01(c) The holiday pay in accordance with clause 11.01(b) shall be equal to the employee's average days' earnings in the eight (8) pay periods preceding the date of the statutory holiday.
- 11.02 Subject to clauses 11.01(b) and 11.01(c), each employee who works on a statutory holiday shall be compensated for all hours worked at the rate of time and one-half (1 ½), and in addition, shall be paid his/her regular day's pay.
- 11.03 Any employee who does not qualify for statutory holiday pay in accordance with clause 11.01(b) above shall be paid holiday pay in accordance with the Employment Standards Act, 2000, S.O. 2000, as amended, as follows:
- (i) An employee who is not required to work on a statutory holiday as defined in clause 11.01(a) shall be entitled to payment for the statutory holiday provided that he/she works the entirety of his/her shift before and after the statutory holiday.
 - (ii) Notwithstanding clause 11.03(i), where an employee demonstrates reasonable cause for not attending the shift before and after the statutory holiday as required in clause 11.03(i), he/she shall qualify for statutory holiday pay.

- (iii) An employee who is required to and actually works the entirety of his/ her shift on a statutory holiday shall be paid statutory pay, plus time and one half (1 ½) for all hours worked on the statutory holiday.
- (iv) Notwithstanding clause 11.03(iii), where an employee demonstrates reasonable cause for not attending work as required in clause 11.03(iii), he/she shall qualify for statutory holiday pay.
- (v) The statutory holiday pay referred to in clause 11.03 shall be calculated in accordance with the Employment Standards Act, 2000, S.O. 2000, as amended, as follows:
 - (A) Add all the regular wages and vacation pay payable in the four work weeks before the work week in which the statutory holiday occurred and divide this sum by twenty (20).

11.04 An appropriate recognition of Remembrance Day will occur in the workplace.

**Article 12
VACATIONS**

12.01 After the completion of the first calendar year of employment and each subsequent calendar year, each employee shall be entitled to three (3) weeks vacation time, without pay. Vacation pay shall be in accordance with 12.03 and 12.04 below.

12.02 Vacation must be pre-approved and will be scheduled in accordance with operational requirements.

12.03	<u>Duration of Employment</u>	<u>Vacation Pay</u>
	Not yet completed 2080 paid hours	4% of gross pay annually
	Upon completion of 2080 paid hours	6% of gross pay annually
	Upon completion of 17760 paid hours	8% of gross pay annually

12.04 The per cent of gross pay as described in 12.03 will be referred to as “vacation pay”. The employee shall choose one of the following three ways of receiving payment of the vacation pay:

- (a) receive vacation pay on each bi-weekly pay, in the pay period it is earned;
- (b) bank the vacation pay and receive a lump-sum payment semi-annually in June and December of the year it is earned; or
- (c) bank the vacation pay for use as paid time off in the following calendar year.

The employee must inform Payroll, through a form to be provided, which option the employee wishes to be enrolled in. Once that form is received by Payroll, vacation banking, if chosen, will commence.

12.05 Should the employee choose option (c) of clause 12.04 the following will apply:

- (a) During vacation leave the employee will be paid from the vacation pay bank accrued in the previous year. The employee will be paid at his/ her rate of pay in effect at the time the vacation time is taken until the vacation pay bank is depleted. This may result in some unpaid days or partially unpaid days of vacation if the employee takes more time off than the vacation pay bank can cover.

- (b) (i) At the beginning of each year the employee will be notified on his/her pay stub of the dollar amount of the vacation pay bank available for use in that year.
- (ii) As paid vacation leave is taken the employee's pay stubs shall be adjusted to reflect the vacation pay bank balance remaining in that year.
- (c) Any vacation pay owing at the end of the year (which had been earned in the previous calendar year) will be paid out and may not be carried over to the next calendar year.

12.06 If an employee chooses to change options available under 12.04 the employee must inform Payroll, using the appropriate form, not later than June 30th to begin banking vacation pay in the next calendar year or to begin receiving vacation pay bi-weekly in the pay period after July 1st.

12.07 Each employee's aggregate regular hours paid at straight time shall be multiplied by the appropriate vacation entitlement percentage in accordance with clause 12.03 and shall be credited toward that employee's total aggregate hours bi-weekly.

12.08 A designated holiday which falls within a vacation period shall not be considered as a day of vacation.

LETTER OF INTENT
VACATION ENTITLEMENT FOR PART-TIME EMPLOYEES WHO MOVE TO THE
FULL-TIME COLLECTIVE AGREEMENT

The Parties agree to meet within 30 days of ratification to develop language to ensure that part-time employees are treated in the same manner as temporary employees when they move from a part-time unit into the full-time unit.

LETTER OF INTENT
HARMONIZATION OF THE VACATION YEAR

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

Article 13
PENSIONS AND RETIREMENT

- 13.01(a) All employees enrolled in the Ontario Municipal Retirement System (OMERS) as of January 1, 1998, shall continue to participate in the OMERS plan.
- 13.01(b) All employees who are members of pension plans other than the OMERS plan as of January 1, 1998, shall continue to participate in those plans.
- 13.01(c) Without limiting the generality of the foregoing, the pension plans to which clause 13.01(b) applies include, but are not limited to:
 - (i) Toronto Civic Employees' Pension Plan
 - (ii) Metro Toronto Pension Plan

It is understood and agreed that this list includes all non-OMERS pension plans of which the parties are aware as of May 11, 2000. However, it is also understood and agreed that the list is not an exhaustive list, and that any other non-OMERS pension plans of which either party becomes aware during the term of this Collective Agreement will also be covered by clause 13.01(b).

- 13.01(d) For the purpose of this Article, the term “participate” when used in connection with a pension plan includes, but is not limited to, membership in the plan, accrual of pensionable service, employer and employee contributions, and entitlement to pension benefits.
- 13.01(e) Each employee who works other than on a continuous full-time basis shall be eligible to join the OMERS pension plan 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.

Pensions – Other Than Continuous Full-Time Employees

13.01(f) All other-than-continuous-full-time employees captured under clause 13.01(e) who have not already joined OMERS, shall, on a yearly basis, be notified in writing of his/her right to elect to join the OMERS pension plan.

The notification will include information about OMERS including any buy back provisions. It will inform the employee that he/she has the ability to buy back at his/her cost any prior service with the City, a predecessor of the City or any OMERS participating employer. It will include the necessary forms for the employee to initiate a buy back quote from OMERS. The employee may obtain the buy back quote directly from OMERS or through the assistance of the City.

- 13.02 Each employee in this Unit who is a member of the Ontario Municipal Employees Retirement System, and his/her beneficiary or beneficiaries, as the case may be, shall be entitled to such pension, refund, or other payment as may be payable to or with respect to such employee as a member of such system.
- 13.03 For those leaves of absence granted under clauses 15.11(a) and 15.11(b), every employee who has elected to participate in the Ontario Municipal Employees Retirement System or any other pension plan as set out in clause 13.01(b) shall be considered to be in full-time attendance for pension purposes and the pension contributions payments shall be made notwithstanding such leave, and Local 79 shall remit to the City for both the employer and employee share of such contributions payments during such leave on a quarterly basis as invoiced therefore by the City.
- 13.04 It is understood that any period of disciplinary suspension without pay shall be deemed an approved leave of absence without pay for pension purposes.

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

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

Article 14
GRIEVANCE PROCEDURE AND ARBITRATION

- 14.01 The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.
- 14.02 Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 14.03 For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 14.04 A committee of not more than three (3) officers of the Union shall be designated by the President of Local 79 and shall constitute a committee hereinafter called the Local 79 Grievance Committee, to deal with a grievance in accordance with this Article.
- 14.05 The City acknowledges the right of Local 79 to appoint or otherwise select stewards and officers and, in this regard, Local 79 acknowledges and agrees that Stewards and Officers of Local 79 have regular duties to perform as employees of the City and that such employees will not leave their regular duties to assist employees in respect of matters arising under this Article without obtaining the permission of their General Manager or someone designated by him/her and will similarly report upon returning to their regular duties. Such permission shall not be unreasonably denied. Time spent during an employee's regular working hours pursuant to this Article shall be without loss of pay.
- 14.06(a) Local 79 will supply the City with a list of all of its Stewards and Officers and the work area he/she represents, as soon as they are elected/appointed, and thereafter will notify the City in writing of any changes.
- 14.06(b) It is understood and agreed that Stewards and Officers under this Agreement, the Full-Time Unit, Part-Time Unit B, and the Long Term Care Homes and Services Part-Time Unit Collective Agreements are interchangeable.
- 14.7 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, such difference or allegation, being hereinafter referred to as "The Dispute" in Step One and thereafter as "The Grievance", the following grievance procedure shall apply;

(i) **Step One – Dispute Resolution**

It is understood that before the dispute is put in writing, the employee's immediate supervisor will have an opportunity to discuss and address the dispute. Within twenty (20) working days following the circumstances giving rise to the dispute, Local 79, through the Local 79 Steward, shall request a meeting with the employee's immediate supervisor, who shall arrange a meeting within ten (10) working days of receiving the request. The employee shall be accompanied by the Local 79 Steward or an available Local 79 Representative. Within three (3) working days of the date of the Step One – Dispute Resolution meeting, the supervisor will advise the Local 79 Steward and employee in writing whether the dispute was denied, granted or resolved. Any resolutions reached at this step shall be without prejudice or precedent.

(ii) **Step Two**

If the dispute is not resolved at Step One, the grievance and redress sought shall be put in writing and signed by the employee. Local 79 shall file the grievance with the General Manager within ten (10) working days following the Step One meeting, and shall provide the grievor's immediate supervisor with a copy of the grievance. The General Manager shall confer with the Representative of Local 79 within twenty(20) working days after receipt of the grievance at Step Two, and shall advise Local 79 in writing of his/her decision in respect to the grievance within ten (10) working days of the time of the conference. The grievor will attend the Step Two meeting upon the request of Local 79, provided that such request must be made at least five (5) working days prior to the date of the Step Two meeting.

(iii) **Step Three**

In the event that the Division Head does not provide redress satisfactory to Local 79 it may within ten (10) working days after the receipt of the written decision of the Division Head, forward copies of the grievance and the written decision as provided for in Step Two to the Director of Employee and Labour Relations. Upon receipt of such copies, the Director of Employee and Labour Relations shall confer with the Representative of Local 79 within twenty (20) working days after receipt of the grievance at Step Three. The Director of Employee and Labour Relations shall advise Local 79 in writing within ten (10) working days after the said conference of his/her decision in respect to the grievance.

The City will grant paid leave of absence to the grievor to attend his/her Step Three grievance meeting(s).

Mediation

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

Arbitration

14.9 In the event that the Director of Employee and Labour Relations does not provide redress satisfactory to Local 79, Local 79 may, within twenty (20) working days after the receipt of the written decision of the Director of Employee and Labour Relations, require that the grievance be submitted to arbitration by notifying the City 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.

14.10 Grievances submitted to arbitration shall be determined by a single arbitrator unless either party requests that the grievance be determined by a Board of Arbitration.

If the grievance is to 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, Local 79 shall request the Minister of Labour for Ontario, in writing to appoint an arbitrator.

- 14.11 In the event that the parties do not agree to have the grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall so notify the other party in writing within ten (10) working days of receipt of the letter referring the grievance to arbitration. The notice shall include the name of its nominee to an Arbitration Board. The party so notified shall, within ten (10) working days after the receipt of the letter, notify the other party of the name of its nominee to the Arbitration Board. 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, Local 79 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 other nominee to the Board.
- 14.12 The decision of the General Manager or the Director of Employee and Labour Relations, or Local 79 in the case of a management grievance pursuant to clause 14.24, as the case may be, shall be final and binding upon the City and Local 79 and upon any employee affected by it unless a subsequent step is taken within the times hereinbefore limited.
- 14.13 The single arbitrator, or the Arbitration Board, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon Local 79, the City and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 14.14 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 Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.
- 14.15 The Arbitrator or Arbitration Board 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.
- 14.16 The City will grant paid leave of absence to a grievor to attend his/her arbitration hearing(s).
- 14.17 Employee witness(es) summoned to attend arbitration hearings by the Union will be granted unpaid leave of absence by the City and his/her wages and any associated expenses will be paid by the Union.

Policy Grievances

- 14.18 Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by Local 79 commencing at Step Three within twenty (20) working days of the circumstances giving rise to the grievance.

Group Grievances

- 14.19(a) Where a Group Grievance involves a group of employees in the same division, it may be initiated at Step One or filed at Step Two at Local 79's

option within twenty (20) working days of the circumstances giving rise to the grievance.

14.19(b) Group grievances involving a group of employees in two or more divisions shall be filed at Step Three within twenty (20) working days of the circumstances giving rise to the grievance.

14.19(c) Local 79 will provide a list of all known grievors covered by the Group Grievance.

Suspensions of Less than Ten Working Days

14.20 Whenever an employee is suspended for less than ten (10) working days, the grievance procedure as set forth in this Article shall apply except that the grievance shall be initiated at Step Two within twenty (20) working days after said employee has been suspended. If the suspension is of five (5) days or more the Division Head shall confer with the Representative(s) of Local 79 within ten (10) working days after receipt of the grievance.

Suspension of Ten Days or More and Discharge

14.21 Whenever an employee receives a suspension of ten (10) days or more or is discharged, grievances shall be initiated at Step Three within twenty (20) working days after said employee has been suspended or discharged. The Division Head and the Director of Employee and Labour Relations shall confer with the Representative(s) of Local 79 within seven (7) working days after receipt of the grievance. The Director of Employee and Labour Relations will advise Local 79 in writing of his/her decision in respect to the grievance within ten (10) working days following the Step Three meeting.

Job Postings to the Full-Time Unit Grievances

14.22 Any grievance of an employee with respect to Article 30 (Job Postings to the Full-Time Bargaining Unit) shall be initiated at Step Two within twenty (20) working days of the circumstances giving rise to the grievance. In the event that the grievance is with respect to not being selected for a position, if such position is within a Division other than the employee's Division, the grievance shall be directed by Local 79 to the Head of the Division in which the vacancy occurred.

Sexual Harassment, Discrimination or Harassment Grievances

14.23 Where an allegation is made by an employee that Article 7 (No Discrimination or Harassment) or Article 8 (Sexual Harassment) has been violated, a grievance shall be initiated at Step Two within forty (40) working days after such violation is alleged to have occurred.

Management Grievances

14.24 In the event the City has a grievance, the Director of Employee and Labour Relations shall file the grievance in writing within twenty (20) working days of the circumstances giving rise to a grievance with the authorized officers of Local 79 who shall confer with the Director of Employee and Labour Relations within twenty (20) working days of the receipt of such grievance. In the event the authorized officers of Local 79 do not provide redress satisfactory to the City, the Director of Employee and 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.

Benefit Grievances

- 14.25 Where an allegation is made that there has been an improper application, administration or violation in the matters of any benefit entitlement as provided for under this Collective Agreement, the grievance shall be initiated at Step Three of the grievance procedure as set forth in this Article within twenty (20) working days after such violation is alleged to have occurred.

Disciplinary Discussions and Notations

- 14.26 Whenever an employee is requested to report for a disciplinary discussion with a supervisor, prior to any disciplinary action being taken, such employee shall be advised of his/her right to a steward or Local 79 representative, as appointed/selected by Local 79 under clause 14.05 to be present at such meeting. Local 79 shall ensure that such representative is available within twenty-four (24) hours of receiving such request. Where such representation is not provided within the twenty-four (24) hours the employee shall be advised of his/her right to the presence of an employee of his/her choice who is on duty at his/her place of work at the time the discussion takes place.
- 14.27 The City shall forward a copy of any letter of discharge to the Recording Secretary of Local 79 within ten (10) days of the discharge.
- 14.28(a) Where an employee has not received a disciplinary notation for a period of twenty-four (24) calendar months, any disciplinary notation(s) recorded on the employee's Corporate Personnel file shall be null and void. If the employee requests the removal of the disciplinary notation(s) after the designated period, the disciplinary notation(s) shall be removed from the Corporate Personnel file.
- 14.28(b) Where the disciplinary notation is removed under 14.28(a) or as a result of an agreement between the parties, any reference to the disciplinary notation and any supporting documentation regarding the matter shall be removed from the employee's Corporate Personnel File.

Expedited Arbitration

- 14.29(a) The parties may by mutual agreement, proceed with an expedited arbitration for any grievance filed and processed through the grievance procedure.
- 14.29(b) (i) The grievance shall be placed before one (1) of the following arbitrators:
- Robert Herman
 - Marilyn Nairn
 - Maureen Saltman
 - Paula Knopf
 - Christopher Albertyn
- (ii) Upon mutual agreement, the parties may add or delete names of arbitrators on the list during the term of the Collective Agreement.
- 14.29(c) If none of the foregoing arbitrators are able to satisfy the time limits agreed to between the parties, the parties shall jointly select an alternative arbitrator with an availability that meets the parties' time limits.
- 14.29(d) An Arbitrator appointed pursuant to this Article shall be deemed to have received the consent of the parties pursuant to Section 48(14) of the Labour Relations Act to mediate the dispute.
- 14.29(e) The Arbitrator shall issue a "bottom line" decision within seven (7) working days of completion of the hearing. Reasons shall not be issued unless requested thereafter by either party.

14.29(f) Except as modified above, the provisions of the grievance and arbitration provisions set out in the Collective Agreement shall apply to a proceeding under this Article.

Human Rights and Harassment Policy

14.30 In the event a member of Local 79 files a complaint under the City's Human Rights and Harassment policy, the forty (40) working day time limit to file a grievance will commence as of the date the Human Rights process is concluded.

Investigations

14.31 Employees who have been removed from the workplace during an investigation will continue to be paid in the following manner until the City concludes its investigation:

- (i) The employee shall continue to receive his/her regular rate of pay for any regularly scheduled work; and
- (ii) Should the investigation continue into a new season, the employee shall continue to be paid for regularly scheduled work as above.

Prescheduled Grievance Meetings

14.32 The parties shall develop an annual schedule for divisional Step 2 grievance meetings, Step 3 grievance meetings and mediation meetings.

The parties agree to mutual co-operation in the development of lists of grievances to be discussed at grievance meetings at least two (2) calendar weeks prior to the pre-scheduled dates.

LETTER OF INTENT GRIEVANCE AND ARBITRATION PROVISIONS

The parties agree that the President of Local 79 and the Director of Employee and Labour Relations shall meet during the term of this Collective Agreement for the purpose of reviewing the grievance and arbitration provisions as set out in the Collective Agreement.

This review will include but will not be limited to the adequacy of the time limits as set out therein and any other matters of mutual concern that may arise within the context of the grievance and arbitration process.

Meetings will be held at the request of either party.

LETTER OF INTENT DISPUTE RESOLUTION TRAINING

The parties agree to meet during the term of the Collective Agreement for the purpose of jointly designing and implementing a training program which shall focus on dispute resolution techniques that may be applied in various circumstances, including but not limited to grievance management and Collective Agreement administration.

LETTER OF INTENT INVESTIGATION PROTOCOL

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

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

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

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

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

Article 15 LEAVE OF ABSENCE

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, 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.

15.01(b) An employee who is absent from work solely due to the death and/or funeral of the son-in-law, step-son-in-law, daughter-in-law, step-daughter-in-law, brother-in-law, step-brother-in-law, sister-in-law, step-sister-in-law, grandparent, step-grandparent, grandchild or step-grandchild 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 three (3) 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.

15.01(c) An employee may be granted leave of absence with pay at the discretion of the Division Head where such leave is requested solely due to the death and/or funeral of persons other than those specified in clauses 15.01(a) and (b) and such request shall not be unreasonably denied.

Jury or Witness Duty

15.02(a) Each employee who is called to serve as a juror or, except as provided in clause 14.17, is subpoenaed as a witness in a legal proceeding shall:

- (i) be granted leave of absence for such purpose, provided that upon completion of his/her jury or witness service such employee shall present to his/her General Manager a satisfactory certificate showing the period of such service;
- (ii) be paid his/her full salary or wages for the period of such jury or witness service provided that he/she shall pay to the Deputy City Manager and Chief Financial Officer the full amount of compensation received for such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than his/her regularly scheduled work day with the City or any monies

received for meal allowance or travelling allowances; and

- (iii) upon being released from jury or witness service prior to the end of his/her shift on any day, immediately telephone his/her Division for instructions respecting his/her return to work and shall, upon receiving such instructions, comply with same.

Judicial Proceedings

15.02(b) This Clause applies to employees who are required to testify as a witness at any judicial or quasi-judicial proceedings in which the City is a named party or is otherwise directly affected by the outcome of the proceedings.

Where the employee is required to participate in such proceedings beyond his/her regularly scheduled hours of work, he/she shall be paid at his/her relevant rate of pay for these hours, as per Article 9 (Wages and Salaries) and Article 10 (Premium Pay Provisions).

It is understood and agreed that the foregoing does not apply to proceedings initiated by the employee or to arbitration hearings which are or have been initiated under this Collective Agreement or any predecessor Agreement.

Pregnancy/Parental Leave

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

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

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

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

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

his/her benefit cost that he/she wishes to continue. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

- (vii) If an employee elects to continue his/her benefit coverage under clauses 15.03(a)(v) or 15.03(a)(vi), such employee shall be responsible for paying in advance by post-dated cheque(s) his/her cost of the benefits that such employee wishes to continue for any period of such leave. Such employee shall be advised in advance of the cost of the applicable benefits that the employee wishes to continue.
- (viii) Vacation and increment (where applicable) entitlement will not be reduced as a result of any period of pregnancy and/or parental leave taken in accordance with clauses 15.03(a)(i) or 15.03(a)(ii) herein.

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

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

absence, and the sum of the employee's weekly Employment Insurance benefits and any other earnings.

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

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

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

Citizenship Leave

- 15.4 An employee who is required to be absent from work during his/her scheduled working hours for the purpose of obtaining his/her Canadian Citizenship shall, on two (2) occasions only, be granted one (1) day's leave of absence and will be paid for scheduled hours missed at his/her scheduled rate(s) of pay on each such occasion.

Personal Leave

- 15.5 Subject to the approval of the Division Head, an employee may request and be granted leave of absence, without pay, for up to five (5) working days per year for personal reasons, where approved such absence shall not constitute a break in service so as to affect any benefits to which the employee is entitled other than pay. A request for such leave shall not be unreasonably denied. Approval or reasons for denial of such request shall be provided to the employee in writing.

Leave Without Pay

- 15.6 The City will ensure that the City policy concerning Leave Without Pay, as it may be amended from time to time, is accessible to employees in the Local 79 Unit.

Childcare and Eldercare Leave

- 15.7 Employees will be eligible to access the City's Childcare and Eldercare Leave Policy as it may be amended from time to time.

Military Service

- 15.8 The City agrees that Local 79 members shall have access to the City's policy on Leave of Absence: Military Service, as it may be amended from time to time.

Employees Seeking Election to Political Office

15.9 The City will ensure that the City policy concerning "Employees Seeking Election to Political Office" as it may be amended from time to time, is accessible to employees in the Local 79 Unit.

Quarantine

15.10 Time lost by an employee as a result of a legally recognized quarantine because of a job related incident shall be treated as a leave of absence with pay for the duration of the quarantine.

Leave of Absence for Full-Time Local 79 Position

- 15.11(a) (i) An employee who is elected or appointed to a full-time office within Local 79, shall, upon the request of Local 79, be granted such leave of absence, provided that such leave shall involve no cost to the City.
- (ii) Upon expiration of his/her term of office, the employee shall be returned to his/her previous position, if such is available, or if no such position is available, upon consultation with the employee concerned, to a position in the Recreation Unit in a classification comparable to that in which he/she was employed before taking office, if such is available. In the event that no other suitable job is available in the Recreation Unit, the employer will, upon consultation with the employee concerned, find other suitable work in one of the other Local 79 part-time units.

Leave of Absence for Full-Time Office With Organization Affiliated with Local 79

- 15.11(b) (i) When an employee is elected or appointed to a full-time position or office within a labour organization with which Local 79 is affiliated, Local 79 shall submit a request for leave of absence on behalf of the employee concerned to the Executive Director of Human Resources. Subject to the approval of the General Manager concerned, such leave of absence will be granted, provided that such leave shall involve no cost to the City.
- (ii) Upon expiration of his/her term of office, the employee shall be returned to his/her previous position, if such is available, or if no such position is available, upon consultation with the employee concerned, to a position in the Recreation Unit in a classification comparable to that in which he/she was employed before taking office, if such is available. In the event that no other suitable job is available in the Recreation Unit the employer will, upon consultation with the employee concerned, find other suitable work in one of the other Local 79 part-time units.

Leave of Absence to Attend Labour Conventions

15.12(a) Subject to two (2) weeks notice, leave of absence without pay shall be granted to all duly elected delegates from Local 79 who are employees of the City to attend any authorized Labour Convention.

Leave of Absence to Attend Labour Conference

15.12(b) Subject to the approval of the General Manager concerned, leave of absence without pay shall be granted to duly elected delegates from Local 79 who are employees of the City to attend authorized Labour Conferences.

Seniority While On Local 79 Business

15.13(a) Whenever an employee is on leave of absence on Local 79 business, such absence shall result in no loss of seniority, nor shall it constitute a break

in service so as to affect any benefits to which he/she may be otherwise entitled.

Payment of Wages While On Leave of Absence for Local 79 Business

15.13(b) Whenever an employee is on leave of absence on Local 79 business, the City shall pay the employee's wages and invoice Local 79 and Local 79 shall, forthwith, remit full reimbursement to the City. Such employee will be paid for the leave on the following basis:

When a Part-Time member covered by the Recreation Workers Unit is granted leave of absence to attend to union business in accordance with the Collective Agreement, the following will apply to the calculation of his/her hourly rate of pay:

- (i) At the time of the request for the leave of absence the City will determine the last paid day for the employee.
- (ii) The City will then go back eight (8) pay periods and determine the average hourly rate that the employee received during those eight (8) pay periods.
- (iii) For the duration of the leave, the City will then place the employee into whichever Recreation classification and step is closest to but not lower than the average hourly rate determined in (ii) above.
- (iv) If the leave is without pay the employee will still be paid by the City in accordance with the Collective Agreement and Local 79 will be charged accordingly.

This provision does not apply to employees who are elected or appointed to full-time Union positions in accordance with clauses 15.11 (a) and (b).

15.13(c) For those employees who are granted a leave of absence in accordance with clause 15.13(a) above, herein service or seniority, if applicable, shall continue to accrue. Provided that this accrual of service shall not count toward the completion of a probationary period, as provided in clause 6.01.

Local 79 Negotiating Committee

15.14 The City will recognize a Negotiating Committee of up to four (4) members selected by Local 79. Leave of absence without loss of pay or benefits and with accumulation of service and seniority shall be granted to members of the Local 79 Negotiating Committee for the purpose of preparing bargaining proposals and negotiating a Collective Agreement or amendments thereto. Local 79 members of the Committee will be paid for time worked on the Committee on the basis of the formula determined under the Letter of Intent "Pay Rate and Hours of Pay for Paid and Unpaid Leave of Absence for Union Business".

The name of each of the members of the Negotiating Committee shall be provided in writing to the Executive Director of Human Resources. Requests for paid leave of absence for additional members of the Negotiating Committee shall be considered on a case by case basis.

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 for the Chief Steward and three (3) Unit Officers of Local 79. In addition the three (3) Unit Officers representing the Long Term Care Homes and Services Part-Time, Unit B Part-Time and Recreation Workers Part-Time, or alternates as designated by Local 79 will be granted leaves of absence of two (2) days

per week. The leave of absence for the Chief Steward and Unit Officers shall result in no loss of seniority. The City shall pay the wages, vacation and benefits of the Chief Steward and Unit Officers and shall invoice Local 79. Local 79 shall remit, forthwith, full reimbursement for the Chief Steward and Unit Officers' wages, vacation and benefits to the City.

- 15.15(b) At least two (2) weeks prior to the commencement of the leave of absence, Local 79 shall provide the City with a written request for the leave. The leave may not commence until the City confirms, in writing, its approval for the leave however, the commencement of the leave will not be delayed due to operational requirements for a period greater than four (4) calendar weeks from the date of the request.
- 15.15(c) The leave is for the purpose of resolving grievances, problem solving and working with management to further the union/management relationship in the workplace and any other duties the parties may mutually agree to.
- 15.15(d) During such leave, the Chief Steward and Unit Officers shall:
- (i) be authorized to make decisions on behalf of Local 79 related to dispute and grievance resolution, subject to final disposition by the Local 79 Grievance Committee;
 - (ii) be available on a day-to-day basis to meet with and discuss issues, concerns, grievance resolution and any other matter with the City as needed; and
 - (iii) both parties are committed to promoting an environment based on mutual respect and professionalism in all dealings.

LETTER OF INTENT
PAYMENT FOR WORK OUTSIDE OF COMMITTEE MEETINGS

Upon request, the City shall pay the wages and benefits of Local 79 members for time spent on committee work outside of committee meetings. Such requests will be co-ordinated through the President of Local 79 or his/her designate and the Director, Employee and Labour Relations, and will not be unreasonably denied.

Article 16
SENIORITY

16.01 For the purpose of determining seniority an employee's aggregate hours paid will be converted by using the following formula: two thousand and eighty (2,080) paid hours equals one (1) year. An employee's seniority shall be calculated from his/her first date of hire and shall accrue on a calendar year basis to a maximum of 2,080 aggregate hours accumulation in any one calendar year.

16.02 An employee shall lose his/her seniority if:

- (i) he/she voluntarily terminates his/her employment subject to the right to rescind in clause 16.06;
- (ii) he/she is discharged for reasonable cause;
- (iii) he/she is absent without notice and without a satisfactory reason to the City, in excess of ten (10) working days from commencement of such absence;
- (iv) he/she is not in receipt of wages for any period exceeding twelve (12) continuous months for reasons other than approved leave of absence, including any leave granted in accordance with statute.

- (v) on three (3) or more occasions in the calendar year he/she, without reasonable cause, fails to report for work, after having agreed to report.

- 16.03 The City shall maintain a seniority list of all employees coming within the Local 79 Unit. An up-to-date copy of such list shall be forwarded electronically to Local 79 in January, April, July and October of each year.
- 16.04 Within six (6) months, the City shall notify employees on their bi-weekly pay stubs of their accumulated hours for seniority purposes.
- 16.05 An employee covered by 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 his/her seniority and service as calculated, defined and prescribed in his/her respective Collective Agreement.
- 16.06 An employee who resigns shall have the right to rescind his/her resignation, provided that he/she notifies his/her immediate supervisor in writing, with a copy to the General Manager within seven (7) calendar days of the date on which he/she tenders his/her resignation.

Upon receipt of such notification by the employee's supervisor, if the specific position(s) the employee vacated has not been filled, the employee shall be reinstated to his/her former position(s).

It is understood that such time off shall be without pay but with benefits.

LETTER OF INTENT HOURS OF WORK BY LOCATION

The City and the Union will meet within six (6) months of the ratification of the Collective Agreement to discuss if there is a means to inform employees of their hours of work by work location.

Article 17 WORKPLACE SAFETY AND INSURANCE BENEFITS

- 17.01 An employee who sustains an injury or disease arising out of and in the course of his/her duties is covered by the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.
- 17.02 Where an employee sustains a work related injury or a compensable illness and is unable to work as a result thereof, upon approval of his/her claim he/ she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Board.
- 17.03 Where an employee sustains a compensable injury or illness and as a result must leave work before the end of his/her shift, he/she shall receive full pay for the balance of his/her shift on that day.
- 17.04 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.

Medical Appointments

Where a WSIB claim is approved and the employee has returned to work and requires medical appointments related to the compensable injury, such time shall be at no cost to the employee provided the employee makes all efforts to first schedule such appointments outside of normal working hours.

Any employee who is on a City paid leave of absence while conducting Local 79 related activities will be considered an employee of the City for WSIB purposes.

Leave of absence, with pay, shall be granted to two (2) full-time Workers' Compensation/Rehabilitation Representatives whose responsibilities will include workers' compensation and rehabilitation. The cost of such leave shall be shared equally by the parties.

Article 18 LEGAL EXPENSES

18.01 Where an employee is charged with an offence under the Criminal Code, R.S.C. 1985, as amended, the Highway Traffic Act, R.S.O. 1990, as amended or other Statute(s) or is charged or has a complaint laid against him/her which may result in discipline by his/her professional regulating organization arising out of an act done in the performance of his/her duties:

- (i) The employee shall, in the first instance, be responsible for his/her own defence including the retaining of legal counsel or a paralegal.
- (ii) If the employee is acquitted and his/her legal costs do not exceed twenty-five thousand dollars (\$25,000) the Deputy City Manager and Chief Financial Officer shall be authorized to reimburse the employee for such costs on the approval of the City Solicitor and the Executive Director of Human Resources.
- (iii) Where an employee is acquitted and his/her legal costs exceed twenty-five thousand dollars (\$25,000), the account shall be referred to the Government Management Committee and City Council for their consideration.

The term "acquitted" shall be taken to be the same as a dismissal of the charge(s) or complaint(s) and may, in appropriate circumstances, include the withdrawal of the relevant charge(s) or complaint(s).

18.02 Where an action or other proceeding is brought against an employee of the City, which in the opinion of the City Council arises out of acts or omissions done or made by such employee in his/her capacity as an employee of the City, the City may pay any damages or costs awarded against such employee or legal expenses incurred by him/her as may be determined by City Council as provided for by Section 279 of the Municipal Act, 2001, S.O. 2001, as amended. Whenever an action or other proceeding is brought against an employee, the employee is to advise the Insurance and Risk Management Section of the Treasury and Financial Services Division immediately with respect to such action or proceeding.

18.03 In the event the City reimburses an employee, under this Article, for any legal expenses, damages or costs, the employee shall be compensated for scheduled hours missed by such employee as a result of being required to attend court or appear before their professional regulating organization.

18.04 The City agrees to produce a standard letter for the use of employees charged with an offense for an act done while performing his/her duties for

the City. This letter will contain the telephone number for the Lawyer Referral Service offered by the Law Society of Upper Canada and will also outline the City's policy on payment of legal fees for the information of employees and legal counsel they may retain. In those cases where an employee is named as a party defendant in a civil action or proceeding, such letter will be provided to the employee upon his/her request.

Article 19 TRANSPORTATION

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

Transportation – Requirement To Provide Personal Vehicle

- 19.4 Any Local 79 member of the Part-Time Recreation Unit who has not been required to use his/her automobile on business of the City shall not be required to provide an automobile.

Article 20 TECHNOLOGICAL CHANGE

- 20.1 For the purposes of this Article, technological change is defined as the introduction by the City, of equipment or material different in nature or kind than that previously used, including the mechanization or automation of processes, which will significantly alter the way employees perform their work, and/or will require significant training to ensure that they are able to do the work safely and efficiently.
- 20.2 In the event that the City introduces technological change the following process shall apply:
- (a) The Division Head initiating the technological change will provide Local 79 with no less than forty-five (45) calendar days notice that technological change is to be introduced. It is understood that there may be circumstances that prevent compliance within the timeframe contained in above, specifically, provincial legislation, regulation, policy or funding-related requirements.
 - (b) The Division shall meet with representatives of Local 79 within ten (10) working days of the notice to provide Local 79 with the information listed below:

- (i) the nature of the technological change;
 - (ii) the estimated date the proposed technological change will be implemented;
 - (iii) the approximate number, classification and location of employees likely to be affected by the technological change; and
 - (iv) the anticipated effect of the technological change on the work performed.
- (e) The City agrees to provide the affected employees with reasonable training and/or mentoring appropriate to the new technology.

20.3 The City and Local 79 agree that there have been instances where technological change has been proposed and/or implemented. Local 79 will identify those initiatives that they wish to meet on and discuss.

Article 21 HEALTH AND SAFETY

21.1 It is the responsibility of the City to provide a safe and healthy environment in which to work. Most health hazards and personal injuries in the workplace are preventable. The prevention of such incidents requires the continuation of a co-ordinated health and safety program, consistent with the past practice and the applicable safety legislation of the Province of Ontario.

The objective of the program shall be to implement appropriate preventative and remedial measures in order to reduce or eliminate health hazards and personal injuries in the work place, and to provide safe and healthful working conditions for all employees. This can be accomplished through the continuing promotion of accident prevention and safe working habits by management, employees and joint health and safety committees.

21.2 Local 79 agrees to participate in the Central Occupational Health and Safety Co-ordinating Committee as set out in Report No. 2 of the Administrative Committee as adopted by the Council of the City of Toronto at its meetings held on July 27, 28, 29 and 30, 1999 and as may be amended by the City from time to time.

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

21.4 Where upon written advice by her physician it is determined that a pregnant employee's health and/or pregnancy may be jeopardized if she were to continue to perform the full duties of her regular position, the City shall, where possible, either temporarily modify the duties of her current position in a manner that would allow her to safely perform the work or assign her to such alternate work for which she is qualified, with no loss of pay, provided that such work is available.

21.5 Leave of absence, with pay, shall be granted to two (2) full-time Local 79 Health and Safety representatives whose responsibilities will include the co-ordination of the Health and Safety Committee, hazard analysis and the training of members.

Working Past Midnight

21.6 Where an employee is not scheduled to work past midnight, but the employee works past midnight at the request of his/her General Manager, the City will provide that employee with taxi fare or equivalent to return to his/her place of residence at the conclusion of work provided that the employee's residence is within the City of Toronto boundaries.

Emergency Preparedness and Response

21.7 The parties agree to meet and discuss the role of Local 79 and employees in emergency preparedness and response, including situations where an emergency may be declared pursuant to the Emergency Management and Civil Protection Act, R.S.O.1990, c.E.9, as amended. The agreement to meet is without prejudice to any position the City or the Union may take with respect to the rights of the City, the Union or its members, as applicable in such a case.

LETTER OF INTENT HEALTH AND SAFETY

The City and Local 79 shall jointly develop and implement a process to conduct a Job Task/Hazard Analysis Program to:

- a) Identify the hazards involved with work for those job classifications covered by the Collective Agreement.
- b) Develop prevention programs, which address the areas of conditions of work, personal safety, training and supervision with respect to the identified hazards.

LETTER OF INTENT HEALTH & SAFETY POLICIES

All divisional policies will be forwarded as developed and implemented to the Central Occupational Health and Safety Co-ordinating Committee.

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

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

LETTER OF INTENT LOCAL 79 CORPORATE HEALTH AND SAFETY REPRESENTATIVES

- (i) The parties shall meet during the term of this Collective Agreement to explore alternative means to achieve sharing of Health & Safety information across a particular division and discuss terms of reference to be used by future Joint Health & Safety committees established under subsection 9(3.1) of the Occupational Health & Safety Act, R.S.O. 1990, as amended.
- (ii) The parties agree, that with advance notice, Local 79 Corporate Health & Safety representatives shall not be denied access to any City of Toronto workplace.
- (iii) Local 79 Corporate Health and Safety representatives, with advance notice to the co-chairs, shall have the right to attend all City of Toronto workplace Health & Safety meetings to act as a resource to CUPE Local 79 committee members.

LETTER OF INTENT
JOINT HEALTH & SAFETY CERTIFICATION TRAINING

1. The City and Local 79 shall establish a committee to engage in meaningful consultation regarding Joint Health & Safety certification training, to include both basic and workplace specific training. Up to four (4) Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.
2. The City and Local 79 shall participate in the delivery of joint Health & Safety Certification and workplace specific training, offered corporately, to Health & Safety Committee members.
3. Upon request from Local 79 and with the approval of his/her Division Head, one Local 79 member employed by the City, per Division (except where there is currently more than one), will be granted leave of absence with pay to attend a recognized training program, approved by the City, to qualify as a Joint Health & Safety Certification Trainer.

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 21.05) 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 22
EMPLOYEE ACCESS TO CORPORATE PERSONNEL FILE

- 22.1 Each employee shall have access to and be able to view his/her Corporate Personnel File upon request.
- 22.2 No disciplinary notation, evaluation, performance report, or other adverse notion shall be added to the Corporate Personnel File until a copy of such document has been provided to the employee.

Article 23
REQUEST FOR TRANSFER

- 23.1 An employee wishing to transfer to a different location within the Parks, Forestry and Recreation Division may submit such request in writing to the General Manager. The City will acknowledge in writing to the employee receipt of such request for transfer within fourteen (14) days of receipt.

Reorganization/Service Consolidation – Related Transfers

- 23.2 The City recognizes that a change in an employee's permanent work location may have an effect upon employees.

The City further recognizes that Local 79 has a legitimate interest in ensuring that their members are treated in a reasonable and consistent manner where it becomes necessary to transfer employees on a permanent basis within

the context of the City's reorganization/service consolidation activities.

In this regard, where such transfers are to take place, and consistent with the City's operational requirements, the following guideline will apply:

1. Local 79 will be notified in writing prior to the scheduled transfer of staff, including an invitation to meet and discuss issues arising from the transfer. Wherever possible, such notice will be at least four (4) weeks prior to the scheduled transfer(s).
2. Employees will also be given written notice of their reassignment (or the potential for reassignment, if not all employees will be similarly affected). Wherever possible, such notice will be at least four (4) weeks prior to the scheduled transfer(s).
3. When a reassignment does not affect all employees, or where the reassignment involves more than one new location, where qualifications meet the operational needs of the location(s), seniority will be the determining factor in making such reassignments.

The foregoing procedure does not prevent Local 79 from requesting a meeting to discuss issues relating to staff movement in circumstances which are not covered by the above procedure. If requested, such meeting shall be arranged and held as quickly as possible.

Article 24 ACQUAINTING NEW EMPLOYEES

- 24.01(a) New employees shall be advised of the name of the employee's steward and/or Local 79 representative(s) and provided with an introduction within the first thirty (30) days of employment.
- 24.01(b) The steward or a Local 79 Representative, as the case may be, shall be allowed fifteen (15) minutes to meet with the new employee at a time mutually acceptable to the steward or Local 79 Representative, as the case may be and the employee's immediate supervisor.
- 24.01(c) Where the City holds a formal orientation session for a group of new employees, the President of Local 79 or his/her designate shall be invited to participate in the orientation session. Where the President's designate attends such orientation session, time spent at the session shall be without loss of pay or benefits.

Article 25 LUNCH AND REST PERIODS

- 25.1 Each employee who works a shift of more than four (4) consecutive hours duration shall be afforded an unpaid meal break of not less than one half (1/2) hour.
- 25.2 Each employee shall be afforded rest periods of fifteen (15) minutes as may be decided by the Supervisor and the rest periods for those employees shall be during the first four (4) hour and the second four (4) hour periods respectively.
- 25.3 Each lifeguard or assistant lifeguard shall, after two (2) consecutive hours of direct supervision and scanning be afforded a minimum ten (10) minute alternative work assignment.

Article 26

PROTECTIVE EQUIPMENT, PROTECTIVE CLOTHING AND WEARING APPAREL

- 26.01(a) Protective equipment and protective work clothing shall be supplied to all employees who are required to perform duties where hazards exist. Where the City provides wearing apparel, personal protective equipment or protective work clothing, it must be worn by the employee, provided that it is recognized that there may be occasions during an employee's working hours when the wearing of protective equipment or protective clothing is unnecessary to the employee's safety or well-being.
- 26.01(b) Protective equipment, protective clothing and wearing apparel shall be supplied to all employees in accordance with the Local 79 Protective Equipment, Protective Clothing and Wearing Apparel Policy, or as mutually agreed.
- 26.01(c) The City shall post the Protective Equipment, Protective Clothing and Wearing Apparel Policy for Local 79 members on the City's Intranet and shall promptly post any agreed to amendments.

Protective Clothing, Equipment and Wearing Apparel Committee

26.2 The City and Local 79 agree to continue the Protective Equipment, Protective Clothing and Wearing Apparel Committee on an as-required basis for the purpose of jointly addressing protective equipment, protective clothing and wearing apparel issues.

The committee shall consist of eight members, four appointed by each party. Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.

- 26.3 The Committee shall have the following responsibilities:
- (a) The resolution of any issues arising out of the interpretation, application, administration of the Local 79 Protective Equipment, Protective Clothing and Wearing Apparel Policy, including any proposed amendments thereto.
 - (b) Address any additional protective equipment, protective clothing or wearing apparel issues that may arise during the term of the Collective Agreement.
- 26.4 Any dispute involving the application, administration or interpretation of the Local 79 Protective Equipment, Protective Clothing and Wearing Apparel Policy, including any proposed amendments, may be filed by either Local 79 or the City as policy grievances commencing at Step 3 of the grievance procedure described at Article 14 of the Collective Agreement.

Article 27

RE-CERTIFICATION/EDUCATION, TRAINING AND UPGRADING PROGRAMS

- 27.1 For employees who have passed a probationary period, and where the City does not provide re-certification opportunities using in-house staff, the City will pay the cost of any required and approved CPR, first aid, aquatic or aerobic fitness re-certification that the employee requires to perform the duties of a position in which he/she is currently scheduled.
- 27.2 Employees who attend a required and approved re-certification course for First Aid (per P10 in the 2009 – 2011 Collective Agreement) shall be paid their regular hourly rate for in-class time spent to a maximum of

eight (8) hours in any calendar year, as follows:

Employees who have 2080 paid hours of seniority at the time of said course shall be paid for 25% of the time scheduled as in class time;

Employees who have 4160 paid hours of seniority at the time of said course shall be paid for 50% of the time scheduled as in class time;

Employees who have 6280 paid hours of seniority at the time of said course shall be paid for 75% of the time scheduled as in class time; and

Employees who have 8320 paid hours of seniority at the time of said course shall be paid for 100% of the time scheduled as in class time.

27.3 The City and Local 79 recognize that it is in the interest of both parties to provide employees of the City with training and related career development opportunities.

In this regard, representatives for the City and Local 79 shall meet to discuss and make recommendations that will lead to the development and implementation of various training and career development programs/initiatives and assistive/supportive programs including but not limited to the following:

- (i) educational workshops including the Collective Agreements, health and safety, pensions, harassment, discrimination, human rights, conflict resolution, problem solving and others;
- (ii) training to limit potential injuries in the workplace, including stress management;
- (iii) the identification of current and future training needs and career development options;
- (iv) job rotation, secondment and cross training;
- (v) centralized and decentralized career development centres;
- (vi) introduction of audio/visual presentations by special programs, speakers and others;
- (vii) peer mentoring programs;
- (viii) access to bursaries, grants and scholarships to enhance career-pathing; and
- (ix) arrangements regarding leaves of absence and variable/alternative hours of work to accommodate career pathing and/or self improvement.

Pay Rate

27.4 Employees who attend training given by the City that is a requirement of their job will be paid the relevant job classification rate of pay for the period of said training.

Article 28 SCHEDULING

28.1 The parties acknowledge and agree that it is a joint responsibility to provide quality services and programs that meet the needs and requests of the communities that the Parks, Forestry and Recreation Division serves. The City and Local 79 are mutually concerned with respect to fairness and reflection of seniority in scheduling.

28.2 Where the employer determines that the requirements and efficiency of the operations of the identified activity and/or program will permit, the employer

shall, upon establishing program work schedules, give consideration to employees with the greatest length of seniority, past performance and qualifications.

- 28.03(a) It is the employee's responsibility to notify his/her Community Recreation Programmer or his/her designate, at least two (2) calendar weeks prior to the season commencing if there are scheduled shifts for which he/she is unavailable to work. If the absence is approved, the City will arrange for relief staff. The request will not be unreasonably denied.

If an absence is approved, during the season, it is the employee's responsibility to arrange for a substitute approved by the Community Recreation Programmer or his/her designate, from the relief list.

Reporting of Illness/Absence Procedure

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

(i) Where an Employee has reported an unplanned absence due to illness or other unavoidable circumstances prior to the start of his/her work day or shift, he/she will only be required to make a single phone call to each workplace where he/she has been scheduled to work in order to report his/her absence. Each employee will be provided with the phone number he/she must call to report such absence. Each employee is also required to give notice of his/her anticipated date of return and will be expected to return to work as reported. He/she will not be required to report daily during the period identified. If the date of return is not specified or known, he/she must report on a daily basis.

(ii) In any instance where an employee is able to return prior to the stated return date, he/she will provide his/her supervisor or designate by 3:00 p.m. the day before that he/she will be returning on the following day.

(iii) In any instance where an employee requires an extension of his/her absence, such employee shall report as per (i) above.

- 28.03(c) In order to offer relief work, the employer shall keep lists by function, showing the qualified employees available for work. The lists shall include only the names and phone numbers supplied by the employee for this purpose.

- 28.03(d) Where the employer determines that the requirements and efficiency of the operations of the identified activity and/or program will permit, the employer will take into consideration seniority when scheduling relief work. This obligation is conditional upon the availability of the appropriate seniority lists.

- 28.4 Where an employee reports for regularly scheduled work or for relief work and no work is available, the employee shall be given alternate work or paid in accordance with clause 10.02(a).

- 28.05(a) It is the responsibility of each employee to provide notice to the division when he/she first becomes qualified to deliver a particular program for which he/she wishes to be offered work. Employees may make themselves available for work in as many programs as they have qualifications.

- 28.05(b) It will be the responsibility of the employer to maintain a record of each employee's qualifications. Each employee will have ready access to his/her file to verify this information.

- 28.6 Each employee shall provide the employer with his/her most recent address and telephone number to be used.
- 28.7 Where an employee's hours of work are significantly reduced and upon request, the City shall issue a Record of Employment, where permitted by law. Such request shall not constitute a resignation or termination of employment.

Recreation Program Area Re-Organization

- 28.8 If the Parks, Forestry and Recreation Division re-organizes the Program Areas/Districts during the term of the Collective Agreement, the parties will meet to discuss the ramifications for the scheduling of work for the Recreation Workers' Part-Time Unit.

LETTER OF INTENT

EMPLOYEE NOTIFICATION IN THE EVENT OF EMERGENCY CLOSURES

Within thirty (30) days following ratification, the City agrees to meet with Local 79 to develop a communication strategy to notify affected employees under this Collective Agreement, in the event of an emergency facility closure within the Parks, Forestry and Recreation Division.

Article 29

NOTICE OF CONTRACTING OUT

- 29.01 (a) Where practicable, the City shall provide eighty (80) calendar days written notice to Local 79 prior to contracting out any work that is currently performed by Local 79 employees.
- (b) The written notice shall contain an invitation from the Division to meet, within ten (10) working days, for the purpose of discussing the proposed contracting out.
- (c) Upon request, the Division shall provide the following information to Local 79:
- (i) Cost information pertaining to the proposed contracting out of work,
 - (ii) The reasons that have led to the decision to recommend the contracting out of work, and
 - (iii) Any other information that the City determines is relevant to the proposed contracting out of work.
- (d) Within the eighty (80) calendar days notice period referred to in clause 29.01(a), above, Local 79 may make any representations it wishes to the Division involved and, where Council approval is being sought, to the appropriate Committee of Council.

Deletion of Position/Classification

- 29.02 The City will provide Local 79 with at least thirty (30) calendar days written notice prior to proposing to delete any position or job classification in the Bargaining Unit. Said notice shall contain an invitation from the Director Employee and Labour Relations to meet within ten (10) calendar days for the purpose of discussing the proposed deletion. Information pertinent to the proposed deletion shall be made available to Local 79.

**Article 30
JOB POSTINGS**

Job Posting to the Full-Time Bargaining Unit

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

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

30.01(c) Should a reversion be necessary or requested by the employee, the employee will be reverted to his/her former position in the Recreation Workers' Unit if the position has not been filled in the interim period. If the position has been filled in the interim, the City shall place said employee in a position in the Recreation Workers' Unit for which he/she is qualified provided such is available.

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

Part-Time Employment Opportunities

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

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

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

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

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

**LETTER OF INTENT
TEMPORARY FULL-TIME ASSIGNMENTS**

The parties agree to establish a committee within ninety (90) days of ratification to explore the feasibility of implementing a new practice for the filling of Temporary Full-Time assignments. The committee will discuss and attempt to agree on the following, but not limited to:

- Length of time that a member of this unit can be in a temporary full-time assignment;
- Appropriate compensation/benefits for an employee in a temporary full-time assignment;
- Terms and conditions for reversion to the part-time unit;
- Temporary assignments by seniority.

If the parties are able to agree on a new practice then the parties will also consider the applicability of the new practice in the Recreation Workers' Unit Scheduling Project.

Article 31
NO STRIKE OR LOCK-OUT

31.01 There shall be no strike or lock-out during the term of this Collective Agreement. The words "strike" and "lock-out" shall be as defined by The Labour Relations Act, 1995, S.O. 1995, as amended.

Article 32
TERM OF AGREEMENT AND NOTICE TO BARGAIN

32.01 This agreement shall remain in force from the 1st day of January, 2012 until and including the 31st day of December, 2015 and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement.

Article 33
DESIGNATES

33.01 Where the terms Division Head, General Manager, Executive Director, Human Resources, City Solicitor, Deputy City Manager and Chief Financial Officer and Director, Employee and Labour Relations appear in this Collective Agreement, it shall be read to include "or his/her designate".

Article 34
PLURAL

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

Article 35
CHANGE OF ADDRESS

35.01 Every employee shall notify his/her Supervisor or his/her designate of any change in address, telephone number or emergency contact by completing the applicable form provided by the Supervisor or his/her designate within two (2) weeks of the change.

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

Article 36
LETTERS OF INTENT

36.01 Unless otherwise specified, all letters of intent shall form part of the Collective Agreement.

PRINTING OF THE COLLECTIVE AGREEMENT

Article 37

- 37.1 Provided the parties execute the Collective Agreement within sixty (60) days of the ratification of the Memorandum of Agreement, the parties shall share on a 50/50 basis the cost of printing and distributing of such Collective Agreements to the appropriate Bargaining Unit and management staff. The sixty (60) day time period may be extended by mutual agreement.
- 37.2 The City shall post seniority lists, a list of officers and stewards of Local 79 and the Collective Agreement on the City of Toronto Intranet as soon as reasonably possible following ratification.
- 37.3 The City agrees to provide, upon request from an employee or from Local 79 on behalf of an employee, a copy of the applicable new Collective Agreement between Local 79 and the City in large print or Braille format for those employees with visual impairments.

Article 38

EMPLOYMENT EQUITY

- 38.1 The City and Local 79 acknowledge that employees should be provided with fair and equitable access to employment opportunities and in this regard the parties agree that they shall continue to discuss employment equity issues. Priority items shall include, but not be limited to:
- (a) City Wide promotion system;
 - (b) Increasing the range of opportunities for permanent jobs;
 - (c) Ensuring access to employment opportunities for all employees of the City;
 - (d) Promotion as opposed to alternate rate;
 - (e) Improving training and development opportunities for all employees;
 - (f) Career planning;
 - (g) Recognizing equivalents to academic credentials; and
 - (h) Career-related leaves and educational opportunities.

Article 39

LABOUR MANAGEMENT COMMITTEE

- 39.1 A Labour-Management Committee shall be established to discuss topics of general and/or specific interest to the parties. The Committee shall be comprised of not more than three (3) representatives from both the City and Local 79. Its purpose will be to provide an outlet for the exchange of ideas between the City and Local 79 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.

The Committee may, upon agreement, establish sub-committees for the purpose of examining and reporting back to the Labour-Management Committee in respect of such matters as the Labour-Management Committee may so direct.

An agenda of the subjects to be discussed will be submitted at least five (5) working days before the day agreed upon for the meeting. The Labour-Management Committee shall meet as required upon notification by either party, but in any event, the Committee shall meet at least once a month.

Labour-Management Sub-Committees

39.2 The parties agree that from time to time the establishment of sub-committee(s) may be necessary. In addition to the sub-committee currently in place for the Parks, Forestry and Recreation Division (Recreation and Leisure Branch), the parties agree to establish additional sub-committees within thirty (30) days of ratification, where warranted and by mutual agreement.

Each party shall select sub-committee representatives to jointly develop and implement appropriate terms of reference for the functioning of the sub-committees.

Any disagreements on the establishment of the terms of reference that cannot be resolved by the appointed representatives, shall be referred to the Labour Management Committee for discussion and resolution.

Article 40 MODIFIED WORK PROGRAM

40.01 The City agrees that members of Local 79 are covered by the Modified Work Program which may be amended by mutual agreement from time to time. The City agrees to post the program on the intranet.

Article 41 EMPLOYEE BENEFIT PLANS

Extended Health Care and Dental Benefit

The City shall provide employees with access to an Employee Benefit Plan as follows:

- 41.1 (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 six hundred (1600) paid hours, exclusive of overtime, with the employee paying fifty percent (50%) of the premiums. Employees must re-satisfy this criteria on each subsequent year in order to continue to qualify for these benefits.
- (i) Extended Health Care Benefits as per the Full-Time Collective Agreement, excluding the following:
 - (A) out of country emergency medical coverage
 - (B) semi-private hospitalization coverage
 - (C) orthotics/orthopedic shoes
 - (D) private duty nursing
 - (E) paramedical services (e.g. licensed physiotherapists, psychologists, masseurs, speech therapists, osteopaths or podiatrists/chiropractors, or chiropractors)
 - (ii) Dental Care Plan as per the Full-Time Collective Agreement, excluding the following:
 - (A) orthodontics
 - (B) caps/crowns
 - (C) fixed bridges/bridgework
 - (D) gold fillings
 - (E) inlays/onlays

Group Life Insurance

- (iii) The City shall provide Optional Group Life Insurance through a contract with an insurer selected by the City, up to a maximum of two hundred thousand (\$200,000) dollars for the employee and/or two hundred thousand (\$200,000) dollars for the employee's spouse, with evidence of insurability. The employee shall pay one hundred percent (100%) of the premiums.
- (iv) Effective the first of the month following the employee's seventieth (70th) birthday, he/she shall no longer be entitled to Optional Group Life Insurance referred to in 41.01(a)(iii). The Optional Group Life Insurance for spouses shall be available only until the first of the month following the employee's or the insured's seventieth (70th) birthday, whichever is earlier.

41.01(b) For the purpose of Article 41 (Employee Benefit Plan) only, "hours worked" shall include time off while in receipt of a Workplace Safety and Insurance Award.

Notification of Eligibility

- 41.2 Each year, prior to December 1st, eligible employees will receive notice from the City that:
- i) they are eligible to enroll in the health and dental benefit plan;
 - ii) they may continue enrolment in the health and dental benefit plan;
 - iii) they may choose to end their enrolment in the health and dental benefit plan; and
 - iv) they shall pay their premiums through payroll deduction. However, employees who intend to begin an inactive period of employment may provide post-dated cheques to the Finance Division.

Such notice will include the monthly premium required for the following calendar year to cover such benefit plan.

41.3 The employee must return the form to the City indicating his/her choice of coverage/non-coverage, by the date indicated on the notice. The City shall ensure that such employee will have ten (10) working days to respond. Failure to do so will result in termination of benefit coverage where that employee was formerly covered.

41.4 If the employee elects to participate (or continue coverage), coverage will begin January 1st of the next year and the applicable premium deduction will commence in the first pay period ending in that month.

Change of Marital Status, Dependant and Address

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

41.05(b) Each employee shall report any changes in marital status or increase or decrease in dependants without delay.

41.05(c) It is the responsibility of every employee to notify the City promptly of any change of address.

Arrears

- 41.06(a) Should the employee have insufficient earnings to cover the required payroll deduction, the employee will be notified that he/she is required to provide post-dated cheques for the monthly premiums remaining in the calendar year, including premiums missed to date.
- 41.06(b) Should the employee's premiums be in arrears for a second consecutive month, benefit coverage will be terminated at the end of the second month.
- 41.06(c) When the employee returns to work he/she must reimburse the City for his/her share of the premium cost in arrears if such arrears are not otherwise cleared. The City shall advise the employee in advance of any schedule of recovery in advance of implementation of recovery of said arrears. The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O. 1990, as amended; unless the parties agree otherwise.
- 41.06(d) In the situation where an employee's benefit coverage has been terminated because of non-payment, such employee will not be eligible to re-enroll in the benefit plan until the next open period and is contingent upon the City receiving full recovery of arrears.

Termination of Benefit Coverage

- 41.7 Notwithstanding the provision of post-dated cheques as required in clause 41.06(a) above any employee who has not worked for six (6) continuous months shall have his/her benefit coverage terminated.
- 41.8 Should the employee's employment terminate with the City, benefit coverage will be terminated as of the last day of employment.

Benefit Monitoring Committee

- 41.9 A Benefits Monitoring Committee shall be established consisting of up to four (4) representatives from each of Local 79 and the City. This Committee shall be jointly chaired by the Director, Pension, Payroll, and Employee Benefits, and the President of Local 79 or their designates.

The objective of the Committee will be to address issues of concern arising out of the administration of the benefit plan including the review of any special circumstances where employees incur extraordinary expenses within the parameters of the plan and to review the plan and, if the parties both agree, to make joint recommendations regarding the plan so as to ensure that it meets the needs of Local 79 and the City.

The Committee shall meet at the request of either party.

Benefit Plan Book

- 41.10 The City shall provide a copy of the benefit plan book and updates when they occur to each employee who enrolls in the plan or requests a copy. The City shall provide Local 79 with a copy of the benefit plan book and updates for proofreading and comment prior to its distribution to employees.

Change of Carrier

- 41.11 Should there be a change of the carrier of any or all of the employee benefits set forth in this Article, such change of carrier shall not itself result in a change in benefits levels.

Benefit Utilization and Premium Rates

41.12 Six (6) weeks prior to the implementation of new premium rates, the City shall meet with Local 79 to discuss the criteria used to determine the new rates.

Within six (6) months after the end of each benefit year, the City will provide Local 79 with the utilization of the health and dental benefits, by category, e.g. drugs, for the last year, as well as the underwriting arrangements and administrative charges.

Benefit Representative

41.13 Leave of absence, with pay, shall be granted to one (1) full-time Benefits Representative.

Article 42 LEGISLATIVE CHANGE

42.01 In the event that the local, regional, provincial and/or federal governments propose or enact legislation, policy or regulations which may have a significant impact on the employment of Local 79 members, the parties shall meet within 30 days of either party becoming aware of the proposed legislation, policy or regulations to develop a plan of action to effectively deal with the impact of such legislation.

Article 43 POLICE CHECKS

43.01 The City shall pay all costs associated with the Canadian Police Information Check, if required, for any current employees.

Article 44 CITY OF TORONTO POLICIES

Access To City Of Toronto Policies/Programs

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

44.2 The parties agree to continue to append the following:

Employees Seeking Election to Political Office Policy

Family Medical Leave Policy

First Aid, Parks Forestry and Recreation Policy

Leave without Pay Policy

Military Service Policy

Protective Equipment, Protective Clothing and Wearing Apparel

Request for Parking for Employees with a Disability Procedure Document

Working Alone Safely Policy

Workplace Violence Policy

LETTERS OF INTENT

LETTER OF INTENT JOINT COMMITTEES

Where an Article, clause or Letter of Intent in any of the Local 79 Collective Agreements makes reference to a committee that will address matters which are applicable to any of the four (4) Local 79 Bargaining Units, there shall be only one joint committee established to deal with these matters. Local 79 shall have the right to select its representative(s) from any or all of its four (4) Bargaining Units. The list of committees will be created following issuance of the Interim Award dated August 22, 2002.

LETTER OF INTENT CLARIFICATION OF COLLECTIVE AGREEMENT LANGUAGE

Local 79 and the City believe that the Collective Agreement is not only a legal document, but is also an information and educational tool for Employees and Management of the City.

During the term of this Collective Agreement, Local 79 and the City will make their best effort to agree to clear language on new contract clauses.

Local 79 and the City will form Clear Collective Agreement Language Committees in each of our Bargaining Units. Each party may have up to four members on the Committee. There will be at least 6 meetings of each Committee during each year of the Collective Agreement.

Local 79 members will receive their regular rate of pay for all hours spent on work of the committee during their regular working hours.

The purpose of each Committee will be to discuss existing Collective Agreement clauses and how these clauses might be re-written in clear Collective Agreement language. It is not the intent of either Local 79 or the City to change the meaning or intent of the existing language. Any agreement to change existing language will be confirmed in writing and signed by Local 79 and the City.

In addition, each Committee may discuss other issues such as the style of font, font size, page set-up and foot-notes explaining existing Collective Agreement language.

If a grievance is filed on existing Collective Agreement language that has been changed, Local 79 and the City may refer to the previous Collective Agreement language to make arguments during the grievance and arbitration process.

LETTER OF INTENT CLARITY AND HOUSEKEEPING

For changes to the 2005-2008 Collective Agreement identified in the Memorandum of Agreement dated July 27, 2009, as "housekeeping" or "clarity", it is not the intent of either Local 79 or the City to change the meaning or intent of the predecessor language. If a grievance is filed during the term of the 2009 – 2011 Collective Agreement related to clauses with changes that have been identified as "housekeeping" or "clarity" in the Memorandum of Agreement dated July 27, 2009, Local 79 and the City may refer to the 2005-2008 Collective Agreement language to make arguments during the grievance and arbitration process or any other legal proceeding. If a grievance is filed following the term of the 2009 – 2011 Collective Agreement related to a clause with changes that have been identified as "housekeeping" or "clarity" in the Memorandum of Agreement dated July 27, 2009 and there have been no amendments to the clause in a Collective Agreement subsequent to 2009 - 2011, Local 79 and the City may refer to the 2005-2008 Collective Agreement language to make arguments during the grievance and arbitration process or any other legal proceeding.

LETTER OF INTENT
VIDEO SECURITY SURVEILLANCE/GLOBAL POSITIONING SYSTEMS(GPS)
AND AUTOMATED VEHICLE LOCATION SYSTEMS (AVL)

The City will notify the Union when video security systems and GPS/AVL systems are used in the work locations or fleets of vehicles where Local 79 employees regularly work.

Uses for video security systems include the protection and safety of employees, members of the public, customers and City assets and property. GPS/AVL systems have been utilized to evaluate routing capabilities, to respond to anomalies on routes, improve customer service and improve health and safety.

APPENDIX A

MANUAL FOR JOB DESCRIPTION, EVALUATION AND WAGE ADMINISTRATION

APPENDIX A
Job Evaluation Schedules A, B and C
SCHEDULE "A"

Manual for Job Description, Evaluation and Wage Administration of all jobs in the Recreation Workers' Part-time Bargaining Unit covered by a collective agreement between The Corporation of the City of Toronto (hereinafter called "the City") and the Canadian Union of Public Employees, Local Number 79 (hereinafter called "the Union").

This Manual (including Schedules "B" and "C") constitutes a Gender-Neutral Comparison System ("GNCS") in accordance with the provisions of The Pay Equity Act R.S.O. 1990 as amended.

ARTICLE I **PURPOSE**

1.01 This Manual is established as an aid to the City and the Union in administering the Job Evaluation Programme awarded on December 21, 2011 and to provide an on-going maintenance programme consistent with the original agreement between the parties. It is agreed that this Manual constitutes a GNCS in accordance with the provisions of The Pay Equity Act, R.S.O. 1990 as amended.

It is the purpose of this Manual to provide and maintain the basis from which an equitable wage structure was established and to provide a method for maintaining the job descriptions and ratings to meet significant changing conditions.

ARTICLE II **DEFINITIONS**

2.1 The following definitions of terms are to apply to terms used herein and throughout the programme.

- (a) Collective Agreement – the Collective Agreement currently in effect between the City and the Union covering employees in the "Recreation Workers' Part-time" bargaining unit.
- (b) Employee or Employees – all persons for whom the Union is the agent for collective bargaining purposes as defined in the Collective Agreement.
- (c) Job – a group of duties assigned to and performed by an employee(s).
- (d) Job Evaluation – the preparation of a description and the determination of the rating for an individual job in relation to other jobs covered by the plan by means of the GNCS attached hereto as Schedule "C".
- (e) Job Analysis – the process of determining and recording the tasks and duties which comprise a job and the skill, responsibility, effort and working conditions required in their performance.
- (f) Job Description – the official record which, when signed by the committee chairpersons, sets forth for a specific job the essential elements of the job.
- (g) Job Rating – the official record which, when signed by the Committee Chairpersons, sets forth for a given job the factor level and point values of the Job's requirements as to the factors defined in the GNCS attached hereto as Schedule "C".
- (h) Wage and Salary Schedule – the wage grades and banding levels as set forth in Schedule "B" of the Collective Agreement.

- (i) Factors – the major criteria used to measure all jobs, i.e. Knowledge, Responsibility, Mental Effort, Working Conditions, etc. in the job evaluation Rating Manual as defined and set forth in Schedule “C”.

ARTICLE III FACTORS OF JOB DESCRIPTION AND RATING

- 3.1 The job description serves to record the conditions from which the job is rated and, from time to time, to judge significant changes in job content which result from new or changed circumstances.
- 3.2 The description of a job shall be in sufficient detail to serve as the basis from which to identify and rate the job. The rating of a job shall serve only to assign the job into a proper wage grade for application of the Wage and Salary Schedule.
- 3.3 The rating of jobs on the basis of job content involves certain basic determinations with respect to the composite of the Skill, Effort and Responsibility normally required in the performance of the work and the Working Conditions under which it is normally performed. In order to accomplish this objective, these factors have been subdivided under the following categories in order to assess the relative worth of each job:

SKILL

- 1. Job Knowledge
- 2. Human Relations
- 3. Dexterity

JOB RESPONSIBILITY

- 4. Accountability
- 5. Judgement

EFFORT

- 6. Mental Effort
- 7. Physical Effort

WORKING CONDITIONS

- 8. Working Conditions

- 3.4 Job Ratings serve to:
 - (a) Group jobs having relatively equivalent point values into the same wage and salary pay grade, and
 - (b) Provide the basis from which to establish and maintain equitable wage relationships between jobs,
- 3.5 In the application of the aforesaid Rating manual (attached hereto as Schedule “C”), the following rules shall apply:
 - (a) It is the job that is under consideration and not the individuals who work on the job.
 - (b) The job description and rating of each job in each factor level shall be relative to, consistent with and in conformance with the job description and ratings of all other jobs in the bargaining unit.

ARTICLE IV CREATING AND MAINTAINING JOB DESCRIPTIONS AND RATINGS

4.1 Job Evaluation Representatives

The City and the Union shall designate in writing to each other, their representatives for handling all matters relating to job descriptions and ratings in accordance with the terms of this Manual. It is agreed that there will be three (3) representatives from the City and three (3) representatives from the Union. The Union representatives will receive their regular rate of pay for time spent in carrying out their duties under this Manual during their regular working hours.

4.2 Stability of Jobs

It is agreed that all job descriptions and ratings which are in effect as of the date of execution of this Manual (which includes all jobs set forth in Schedule "A" to the Collective Agreement) and any and all jobs that may subsequently be agreed upon or determined in accordance with this Manual shall continue in effect unless the job content is significantly changed by the City to the extent that the job will move into another wage grade or the job is deleted by the City.

4.03(A) Creating a New Job

Whenever the City wishes to establish a new job:

- (i) The City will, within ninety (90) consecutive days of the creation of the position, prepare a proposed job description and job rating therefor and provide the Union with a copy of such job description and job rating. The City will also provide a list of employee names for which time and attendance hours were reported for this position.
- (ii) Within thirty (30) days of receiving a copy of the proposed job description and rating, the Union shall advise the City as to whether it agrees or disagrees with the City's proposed job description and job rating, irrespective of whether the Union was able to verify the duties within the time limits because time and attendance hours were not reported for this position. Failure by the Union to respond within the thirty (30) day period shall be deemed to constitute agreement to the City's job description and job rating.
- (iii) In the event the Union disagrees with any part of the job description or job rating, it shall (within the thirty (30) day period set forth in section 4.03(A)(ii)) provide the City with written particulars of its objection and the reasons for such objection together with a list of all comparative jobs upon which the Union relies in support of its objection.
- (iv) Upon receipt of written notification from the Union (in accordance with Section 4.03(A)(ii)) that it agrees with the City's proposed job description and job rating (or upon deemed agreement under Section 4.03(A)(ii)), the City shall install the job on such basis, and the job shall be assigned to the appropriate wage grade effective on the date as set out in section 4.04 hereof.
- (v) Upon receipt of written notification from the Union (in accordance with Section 4.03(A)(iii)) that it disagrees with either the job description or the job rating, the parties shall meet within fifteen (15) days thereafter for the purpose of discussing and attempting to resolve the issues in dispute. At least three (3) days prior to such meeting, the City shall provide the Union with a list of all comparative jobs upon which it relies in support of its position. The City may, within fifteen (15) days after

such meeting, provide the Union with a revised job description and/

or job rating or written notification that it maintains the original job description and/or job rating originally provided to the Union. Failure to provide such notification within the fifteen (15) day period shall be deemed to constitute notification by the City that it maintains its original job description and job rating.

Should the parties agree to a job description and job rating for the job prior to the expiration of fifteen (15) days from delivery of the revised job description and/or job rating or aforesaid notification, then the job shall be installed effective the date of such agreement, and it shall be assigned to the appropriate wage grade in accordance with section 4.04 hereof.

- (vi) Should the parties fail to agree upon the job description and job rating prior to the expiration of fifteen (15) days from delivery of such revised job description and/or job rating or aforesaid notification to the Union, then the City's job description and job rating last submitted to the Union will be deemed to have been installed effective on the 15th day, subject to the Union's right to file a job evaluation dispute in accordance with the provisions of Article V hereof.

4.03(B) Maintaining Job Descriptions and Ratings

Whenever the Union believes that the City has significantly changed the job content of an existing job to the extent that the job will move into another wage grade:

- (1) The Union shall submit the facts of the case in writing to the City with a request that a revised job description and rating be prepared in accordance with the provisions of this Manual.
- (2) The City shall respond to the Union's request within thirty (30) days of receipt thereof by either preparing and submitting to the Union a job description and rating in accordance with the provisions of paragraph 4.03(A) hereof or by notifying the Union in writing that the Union's request is not justified. In the event the City prepares and submits to the Union a job description and rating, the provisions of Article 4.03(A) shall apply. In the event the City notifies the Union that the Union's request is not justified or fails to respond within the thirty (30) day time period described herein, the Union may within twenty (20) days of receipt of a negative response or within twenty (20) days following the last date for the City to respond, initiate the dispute resolution procedure set forth in Article V by providing the City with written notification that it requires the dispute to be referred to the dispute resolution process set forth in Article V. In the event that the Union fails to initiate the dispute resolution process within the time limits set out herein, the Union shall be deemed to have agreed that no changes are required to the existing job description and rating.

4.04 In the event that the parties have agreed (or are deemed to have agreed) on the job description and the job rating in accordance with this Article IV and without resort to the Dispute Resolution procedure provided for in Article V, the job shall be assigned to the appropriate wage grade in accordance with Article VI, and the assignment shall become effective from the date of such agreement (or deemed agreement).

ARTICLE V DISPUTE RESOLUTION

5.1 Should the committees fail to agree on the job description and/or job rating in accordance with Article IV hereof, then the Union may notify the City in writing within, but not after, fifteen (15) days from the date of installation

as specified in Section 4.03(A)(vi) or the date of delivery of the negative

decision by the City or the last date for the City to respond as set forth in Section 4.03(B)(2) that it requires the dispute to be referred to the dispute resolution process hereinafter set forth:

(A) Mediation

- (1) The City and the Union shall agree on a roster of three (3) job evaluation mediators who will be selected to mediate any job description and/or job rating disputes between the parties in rotation. The mediator so selected shall, upon receipt of written notification from either party requesting mediation, schedule a mediation date within seventy-five (75) days of receipt of such notification for the purpose of meeting with the parties in an attempt to resolve any outstanding dispute between them relative to the job description and/or job rating.

The mediator shall be selected by rotation in the order they appear on the Roster provided that in the event any mediator cannot schedule such mediation date within the required time limit or a mediator is no longer available to mediate, such mediator shall be by-passed in favour of the next mediator on the list of roster of mediators until one is selected who is available within the required time limits. Nothing herein shall preclude the parties from agreeing (in writing) to alter the order of selection of a mediator as set forth above.
- (2) Except with the written agreement of the parties, no mediation session for any single dispute shall exceed one regular work day and every effort will be made to schedule sufficient disputes before the mediator so as to ensure a full working day of mediation occurs.
- (3) Each party shall provide the mediator and the other party with a copy of their proposed Job Description and Rating for the job at least ten (10) days prior to the day scheduled for the mediation session.
- (4) Should the parties reach agreement on the job description and the job rating as a result of the mediation process, the terms of such agreement will be recorded in writing, and the job will be considered to have been finally installed on the basis of such agreement effective on the date of such agreement.
- (5) In such event, the job shall be re-assigned to the appropriate wage grade in accordance with Article VI, and the assignment shall become effective from the date such agreement was made at mediation.
- (6) In the event the parties are unable to reach an agreement on the Job Description and Rating in mediation, the mediator shall, within five (5) days of completion of mediation, provide to the parties a recommendation for disposition of any job description and job rating dispute then remaining outstanding together with a statement of the parties' last positions advanced at the end of mediation relative to the appropriate job description and factor levels to be assigned for each factor in dispute. The recommendation shall set forth a job description and the factor level recommended for each factor in dispute and may adopt the City's position or the Union's position or a position proposed by neither the City nor the Union for the job description and each factor in dispute. Within five (5) days of receipt of the mediator's recommendation, the parties shall notify each other in writing of acceptance or rejection of the mediator's recommendation. A failure to notify within the aforesaid time limits shall be deemed to constitute

a rejection of the recommendation. Where the Union and the City each accept the recommendation, the job shall be deemed to have been installed on the day of the mediator's recommendation and the job shall be re-assigned to the appropriate Wage Grade in accordance with Article 6, with such assignment becoming effective from the aforesaid date of installation.

- (7) The mediator shall issue a written certification to the parties that mediation has been held and completed and specifying the date agreement on all outstanding issues was reached at mediation, if such is the case.
- (8) The cost of the mediator shall be shared equally by the parties.

(B) Arbitration

In the event that the parties cannot agree on the job description and job rating as a result of the mediation process specified in paragraph 5.01(A) hereof, then either party may refer any outstanding dispute relative to the job description and/or job rating to final and binding arbitration in accordance with the procedures set forth in the Collective Agreement. No matter may be submitted to arbitration until the mediation process has been completed as certified in writing by the mediator. Any referral to arbitration must include the proposed Job Description and Rating sought by the referring party.

- 5.2 In all disputes referred to arbitration under Article 5.01(B), the job description dispute shall be heard and determined prior to the job rating dispute being considered by the arbitrator.
- 5.3 Upon determination of the dispute by the arbitrator, the job shall be assigned to the appropriate Wage Grade in accordance with Article VI, and the assignment shall, subject to Article 5.04, become effective from the date of release of the arbitrator's award finalizing the job rating dispute.
- 5.4 Notwithstanding Article 5.03, in the event the Union has accepted a mediator's recommendation as provided in Article 5.01(A)(6), upon determination of the job description and job rating disputes by the arbitrator, if the arbitrator awards a job description and all factor levels (which were in dispute) in accordance with the mediator's recommendation, then the job shall be assigned to the appropriate Wage Grade in accordance with Article VI, and the assignment shall be deemed to be effective on the day of the mediator's recommendation. Any job description or job rating issues which are agreed to by the parties prior to the arbitrator's award shall not be considered to form part of the mediator's recommendation for the purposes of this Article 5.04.

The mediator's recommendation shall not be disclosed to the arbitrator until following receipt of the arbitrator's award determining the dispute and then only in the event of a dispute concerning the effective date of the Wage Grade assignment arising out of the arbitrator's determination.

- 5.5 In the event of a dispute resulting in arbitration, all job evaluation documentation shall be available for presentation as evidence at the arbitration hearing.
- 5.6 Except as otherwise specifically provided in this Manual, any reference to the word "day(s)" shall mean a calendar day(s). It is the intention of the parties that the time limits herein shall be mandatory. Nothing herein shall preclude the parties from agreeing (in writing) to extend any of the time limits set forth in this Manual.

ARTICLE VI WAGE GRADES

- 6.1 The job descriptions and ratings, determined in accordance with the foregoing articles of the Manual and Rating Manual apply to assign each job to its appropriate wage grade according to the following point ranges and wage bands.

**APPENDIX "A"
SCHEDULE "B"**

Wage Bands	Point Minimum	Point Maximum
1	0	174
2	175	196
3	197	218
4	219	240
5	241	262
6	263	284
7	285	306
8	307	328
9	329	350
10	351	372
11	373	394
12	395	416
13	417	438
14	439	460
15	461	482
16	483	508

APPENDIX “A”
SCHEDULE “C”

City/CUPE Local 79
Recreation Workers Part-time Unit
Gender Neutral Comparison System

Table of Contents

Job Knowledge	57
Judgement	58
Human Relations	58
Accountability	58
Mental Effort	59
Dexterity	59
Physical Effort	60
Working Conditions	60

JOB KNOWLEDGE

This factor measures the typical level of knowledge and skill required in the job. The general and specific knowledge necessary for the job is commonly acquired through some combination of schooling, special courses, on-the-job training and experience. It takes into consideration both the breadth and depth of know-how, however acquired, that are required for the job.

Levels

1. Work requires an understanding of simple written and verbal instructions.
Equivalent: Duties can be learned on the job in less than 3 months.
2. Work requires an understanding of simple written and verbal instructions and familiarity with the program area.
Equivalent: Duties can be learned on the job in 3 months.
3. Work requires an understanding of written and verbal instructions and basic knowledge of the program area.
Equivalent: Advanced training of required skills. Duties can be learned on the job in 6 months OR equivalent combination of experience/training/education.
4. Work requires an understanding and application of general knowledge of the program area.
Equivalent: Program certification plus one season of related experience OR equivalent combination of experience/training/education.
5. Work requires an understanding and application of advanced knowledge of the program area.
Equivalent: Program certification plus previous planning/instruction experience equivalent to one season/term leading a program OR equivalent combination of experience/training/education.
6. Work requires an understanding and application of thorough knowledge of the program area.
Equivalent: Program certification plus technical knowledge and proficiency in the program area and planning/instruction experience equivalent to one season/term OR equivalent combination of experience/training/education.
7. Work requires an understanding and application of specialized knowledge of the program area.
Equivalent: Progressive specialty certification plus two seasons/terms of experience OR equivalent combination of experience/training/education.
8. Work requires an understanding and application of comprehensive knowledge of the program area.
Equivalent: Examiner or Trainer Certification plus two seasons/terms of experience OR equivalent combination of experience/training/education.

JUDGEMENT

This factor measures the degree of difficulty in the exercise of judgement in the problem solving and decision-making inherent in the job.

Solution of work problems must be considered within the scope of the job duties.

Levels

1. Limited judgement required. Work assignments involve little or no variety and are repetitive.
2. Some judgement is required in the application of rules and procedures. Work assignments are well defined and involve related activities.
3. Judgement is required in the application of established instructions. Work assignments are prescribed and may involve different but related activities.
4. Judgement is required to determine course of action within limits of established procedures and practices. Work assignments are diversified and involve situations or problems where a number of variables exist.

HUMAN RELATIONS

This factor measures the skills required to interact effectively and resolve problems with other staff and with members of the general public or other organizations. Consideration should be given to the nature and purpose of such contact and the extent to which courtesy, tact, persuasiveness and communications skills are required.

Levels

1. Contacts require courtesy to exchange routine information.
2. Contacts require basic communication skills to provide and explain factual information in response to inquiries or to assist with instruction and/or training or leading programs.
3. Contacts require tact, human relations and communications skills to elicit, clarify and interpret information or to provide direction, instruction or training.
4. Contacts require human relations and communication skills to resolve problems using techniques of persuasion, to motivate persons and/or groups to obtain cooperation/gain agreement.

ACCOUNTABILITY

This factor measures the responsibility inherent in the job and the achievement of the objectives of the job and the degree to which the job is accountable. Consideration must be given for the results to be achieved, the degree of independent control over the work and the checks and balances in place.

Consider the safety and well being of others, the importance and impact to the organization and to the public.

Levels

1. Results have limited impact on the program/function.
2. Results have some impact on the program/function and beyond the immediate work area.
3. Results have moderate impact on the program/function and beyond the immediate work area.

4. Results have considerable impact on the program/function and beyond the immediate work area.
5. Results have significant impact on the program/function and beyond the immediate work area.
6. Results have long term implications on the program/function and beyond the immediate work area.

MENTAL EFFORT

This factor measures the level of average mental exertion and strain associated with the performance of the job.

Consideration is given to the need to shift attention from task to task, interruptions and distractions, the attention and concentration required and the pressure under which the job is performed.

Levels

1. **Moderate mental effort:**

Performs work where there is some variety in tasks but changes are infrequent. There is an intermittent need to concentrate and/or character of work causes a moderate amount of pressure.

2. **Considerable mental effort:**

Performs work where frequent changes in tasks occur. There is a frequent need to concentrate and/or character of work causes frequent pressure.

3. **Heavy mental effort:**

Performs work requiring close concentration most of the time and character of work causes considerable pressure.

DEXTERITY

This factor measures the level of dexterity required by the job. Dexterity is the ability to move the fingers, hands, arms, feet or legs nimbly and accurately, to judge accurately through the sense of touch and the sense of hearing, or to accurately control eye/hand or eye/foot coordination.

Levels

1. Skill required in the coordination of movements.
2. Skill required in the coordination of coarse or fine movements where speed is a consideration.
3. Skill required in the coordination of precise movements where accuracy is a major consideration.

PHYSICAL EFFORT

This factor measures the average physical exertion and strain in the job, required to accomplish the assigned work in the performance of a day's work. Consideration must be given to the degree of physical effort, the continuity or frequency of the effort and the employee's working posture and devices available.

Levels

1. Light activity of frequent duration.
OR
Moderate activity of occasional duration.

2. Light activity of almost constant duration.
OR
Moderate activity of frequent duration.
OR
Heavy activity of occasional duration.

3. Moderate activity of almost constant duration.
OR
Heavy activity of frequent duration.

WORKING CONDITIONS

This factor measures the frequency and intensity of exposure to disagreeable conditions under which the work is performed.

Consideration must be given to surroundings, environmental conditions, hazards and materials that are inherent in the job, beyond the employee's control and the impact these conditions have on the employee's well being, health or personal safety.

It does not consider "situational" characteristics, which are not a function of job responsibilities. (e.g. all employees who work in an old building are exposed to drafts, poor air conditions, etc.).

Levels

1. Limited exposure to disagreeable conditions.
2. Frequent exposure to disagreeable conditions.
3. Constant exposure to disagreeable conditions.

WAGE SCHEDULE

Wage Grades	Effective Jan 1, 2008 to March 31, 2008	Effective April 1, 2008 to Dec 30, 2008 (Mar 31 rate + 3.25% Apr 1 ABI)	Effective Dec 31, 2008 (Dec 30 rate + .75% Dec 31 ABI)	Effective Jan 1, 2009 (Dec 31 rate + 1.75% 2009 ABI)	Effective Jan 1, 2010 (2009 rate + 2% 2010 ABI)	Effective Jan 1, 2011 (2010 rate + 2.25% 2011 ABI)
1	\$8.75 2008 Minimum Wage	\$8.75 2008 Minimum Wage	\$8.75 2008 Minimum Wage	\$9.50 Minimum Wage Effective March 31, 2009	\$10.25 Minimum Wage Effective March 31, 2010	\$10.25 2011 Minimum Wage
2	\$9.69	\$10.00	\$10.08	\$10.26	\$10.47	\$10.71
3	\$10.17	\$10.50	\$10.58	\$10.77	\$10.99	\$11.24
4	\$10.66	\$11.01	\$11.09	\$11.28	\$11.51	\$11.77
5	\$11.14	\$11.50	\$11.59	\$11.79	\$12.03	\$12.30
6	\$11.62	\$12.00	\$12.09	\$12.30	\$12.55	\$12.83
7	\$12.11	\$12.50	\$12.59	\$12.81	\$13.07	\$13.36
8	\$13.18	\$13.61	\$13.71	\$13.95	\$14.23	\$14.55
9	\$14.25	\$14.71	\$14.82	\$15.08	\$15.38	\$15.73
10	\$15.31	\$15.81	\$15.93	\$16.21	\$16.53	\$16.90
11	\$16.95	\$17.50	\$17.63	\$17.94	\$18.30	\$18.71
12	\$18.60	\$19.20	\$19.34	\$19.68	\$20.07	\$20.52
13	\$20.25	\$20.91	\$21.07	\$21.44	\$21.87	\$22.36
14	\$21.90	\$22.61	\$22.78	\$23.18	\$23.64	\$24.17
15	\$23.55	\$24.32	\$24.50	\$24.93	\$25.43	\$26.00
16	\$25.20	\$26.02	\$26.22	\$26.68	\$27.21	\$27.82

Factor Points and Weightings

Level	Job Knowledge	Judgement	Human Relations	Responsibility	Mental Effort	Dexterity	Physical Effort	Working Conditions
1	16	19	19	20	9	9	9	9
2	32	38	38	40	18	18	18	18
3	48	57	57	60	27	27	27	27
4	64	76	76	80				
5	80			100				
6	96			120				
7	112							
8	128							

Skill		
Job Knowledge	128	
Human Relations	76	
Dexterity	27	
Total	231	45%
Effort		
Physical Effort	27	
Mental Effort	27	
Total	54	11%
Responsibility		
Accountability	120	
Judgement	76	
Total	196	39%
Working Conditions		
	27	5%
		100%

APPENDIX B

The following article from the Local 79 Full-Time Collective Agreement applies only to Job Postings falling under the Full-Time Collective Agreement and is appended hereto for information purposes only.

ARTICLE 15 - JOB POSTINGS (FULL-TIME COLLECTIVE AGREEMENT)

- 15.01(a) Whenever appointments to or promotions to a permanent position within the City are to be made or where it is expected that there is a temporary assignment of one year or more the Division Head concerned shall notify the Executive Director of Human Resources of the City accordingly, setting forth the duties of the permanent position and/or temporary assignment and the qualifications required. The Executive Director of Human Resources shall arrange for the permanent position and/or temporary assignment to be made known to all employees through a Job Posting. Applicants for such Job Postings shall be considered on the basis of any or all of the following factors: seniority, education, training and work experience, ability and appraisal of past performance.
- 15.01(b) Temporary assignments are not intended to be used for the back filling of permanent positions unless there is a sound operational reason to do so (e.g. the position may be deleted in the near future, the Division is anticipating a re-organization, or another employee has a claim to the position).
- 15.01(c) Permanent employees who are placed in a temporary assignment shall retain their permanent status.
- 15.01(d) A permanent employee shall return to his/her base position at the end of the temporary assignment. A temporary employee shall return to temporary work in his/her former Division, if available.
- 15.01(e) The Executive Director of Human Resources shall:
- (i) Send copies of Job Postings, in accordance with clause 15.02, to all City Divisions. The Division Head shall ensure the postings are prominently displayed so that all employees are made aware of the permanent positions and/or temporary assignments available.
 - (ii) Provide electronic copies of any Job Posting to the Recording Secretary of Local 79 prior to posting electronically or otherwise.
- 15.01(f) Job Postings will be issued and shall state:
- (i) the general duties of the permanent position and/or temporary assignment;
 - (ii) the Division, Section and work location known at the time of the posting;
 - (iii) the bargaining unit in which the permanent position and/or temporary assignment is situated;
 - (iv) the length of the temporary assignment, known at the time of posting;
 - (v) the wage range and wage grade;
 - (vi) the qualifications required;
 - (vii) the procedure for making application;
 - (viii) the time limit for receiving application(s)
 - (ix) the contact person;

- (x) the examinations, if any, which candidates must undergo for the permanent position and/or temporary assignment will be held in the Human Resources Division unless otherwise indicated;
- (xi) whether a Candidate List or an Eligibility List, but not both, will be established from the Job Posting;
- (xii) whether the permanent position and/or temporary assignment is existing or new;
- (xiii) the job evaluation code number, if one exists;
- (xiv) the number of permanent positions and/or temporary assignments known at the time of posting; and,
- (xv) the hours of work known at the time of posting.

15.01(g) A job posting shall be limited to only:

- (i) an opportunity as per Article 15.12 (a)(i) (or opportunities as per Art. 15.12(a)(ii)), for promotion, in a specific position; or
- (ii) to an opportunity as per Article 15.12(a)(i) (or opportunities as per Article 15.12(a)(ii)), for appointments, in a specific position;

15.01(h) The time limit provided in the foregoing (f)(viii) hereof shall not be less than two (2) weeks from the date of issue of the Job Posting provided that the Executive Director of Human Resources may, upon notice to Local 79, establish a shorter period.

15.01(i) An employee covered by the Long Term Care Homes and Services Part-Time Collective Agreement, the Unit B Part-Time Collective Agreement or the Recreation Workers Part-Time Collective Agreement, as the case may be, shall have access to the Job Posting procedure as set out in Article 15 herein.

15.01(j) Prior to a permanent position and/or temporary assignment being posted through the Job Posting procedure those employees who have submitted a request for transfer prior to the date of posting (as per Article 14, Transfers) shall be given consideration for such permanent position and/or temporary assignment

15.01(k) Priority for Job Postings under this Article shall be given to applicants from any of the Local 79 Bargaining Units.

15.02 Permanent positions and/or temporary assignments will be posted within the Toronto Public Service. The first consideration will be given to internal applicants and outside advertising will only take place in the event that the Executive Director of Human Resources and the Division Head concerned believe that there may not be employees within the Toronto Public Service with the qualifications required. In this event, the permanent position and/or temporary assignment will be advertised simultaneously inside and outside the Toronto Public Service.

15.03(a) (i) Applications for available permanent positions and temporary assignments shall be made on forms supplied by the Human Resources Division.

- (ii) An employee may apply for a permanent position in his/her classification outside his/her present section or in a classification that is at the same, or higher or lower rate of pay than his/her present classification.

- 15.03(b) The Executive Director of Human Resources and the Division Head concerned will conduct a joint preliminary review of applications received to make a fair and objective determination as to whether applicants meet the required qualifications for the permanent position and/or temporary assignment to be filled.
- 15.03(c) An employee whose application has been rejected because of insufficient qualification for the permanent position and/or temporary assignment shall be notified in writing at least seven (7) calendar days prior to the date of the examination.
- 15.03(d) Any applicant who has a complaint regarding the procedure or any other matter may have his/her complaint placed before the Executive Director of Human Resources.
- 15.04 If, after the review of employee applications, the Executive Director of Human Resources and the Division Head concerned agree that an examination(s) is not necessary to confirm candidates' qualifications for a permanent position and/or temporary assignment, the Executive Director of Human Resources will forward to the Division concerned, in order of seniority, the names and seniority dates of qualified candidates.

Assessments

- 15.05(a) The Executive Director of Human Resources and the Division Head concerned will decide jointly on the need for an examination(s) for the purpose of determining qualified candidates for the permanent position and/or temporary assignment. Should passing an exam be required to qualify for a particular permanent position and/or temporary assignment, it will be conducted in a manner that will provide a fair assessment of those candidates being assessed using the same set of standards.
- 15.05(b) Examinations will take the form of written test(s), practical, physical / skill tests, interview panel or any combination thereof to ensure candidates are examined for the qualifications and skills considered most important to the permanent position and/or temporary assignment.
- 15.05(c) Where an applicant has performed the duties of the specific permanent position and/or temporary assignment that is the subject of the Job Posting, for at least one (1) year or the equivalent aggregate hours, and the employee has performed this work within the six (6) months preceding the Job Posting, then the candidate will be deemed to be qualified and will not be required to participate in an assessment.
- 15.05(d) Where there are more candidates than required to fill the posted vacancies, the Executive Director of Human Resources and the Division Head may jointly determine that not all candidates will be assessed. In this case, the most senior candidates will be assessed. Upon request by the union, the City shall provide the number of Local 79 applicants and a list of Local 79 applicants, in seniority order, who were assessed.
- 15.6 Should an examination(s) be required, candidates will be advised in writing by the Executive Director of Human Resources of the type of examination(s) and when and where the examination(s) will be conducted.
- 15.7 Interview panel members will jointly complete a candidate evaluation form. Evaluation forms will be retained by the Executive Director of Human Resources and copies will be available for review by the Human Resources Division with the approval of the candidate within forty-five (45) days of being advised of the interview panel decision. Candidate evaluation forms

completed on a candidate for a specific position will have no relevancy to any other position for which an employee might apply. The Interview Panel is responsible for qualifying candidates for the position.

- 15.8 Within forty-five (45) days of notification of the results of his/her examination and upon request to the Executive Director of Human Resources, candidate(s) will receive feedback on his/her interview and/or review his/her test paper, by appointment with staff of the Human Resources Division.
- 15.9 Candidates who do not comply with the procedures and guidelines established for conducting examinations shall be disqualified from further consideration as a candidate.
- 15.10 Upon completion of the examination(s), the Executive Director of Human Resources will advise all candidates in writing of their results, and will forward to the Division concerned, in order of seniority, the names and seniority dates of the successful candidates for selection.
- 15.11(a) The selection decision will be based upon the criteria as set out in sub-clause 15.01(a) hereof. If other than the senior candidate(s) from the list of candidate(s) who meet the required qualifications is selected, the Division Head will advise the Executive Director of Human Resources in writing, giving reasonable justification for the selection of candidate(s) with less seniority. Such justification must demonstrate a fair and objective basis for the selection decision and for the separation between the successful candidate(s) and the unsuccessful senior candidate(s).
- 15.11(b) The Executive Director of Human Resources will notify all candidates who were not selected for the permanent position and/or temporary assignment. Where a less senior candidate is selected, candidates with greater seniority shall be provided with the Division Head's justification.
- 15.12(a) A list of the qualified candidates from each Job Posting shall be either:
- (i) a Candidate List which shall only be valid for the filling of the posted permanent position and/or temporary assignment, or
 - (ii) an Eligibility List which shall be valid for the filling of future permanent positions and/or temporary assignments in the specific position(s) that were the subject of the Job Posting during the period that the Eligibility List is in effect.
- Upon request an electronic list of qualified candidates and their seniority will be supplied to Local 79 for any specific job posting. The identity of non-Local 79 candidates will not be included.
- 15.12(b) The Candidate List or Eligibility List will be formed in accordance with clauses 15.04 or 15.10, as the case may be. Eligibility Lists will become effective upon receipt by the Division concerned. Subject to sub-clause (f) below, Eligibility Lists will be used to select the successful candidate for each successive permanent position and/or temporary assignment which arises during the period that the Eligibility List is in effect.
- 15.12(c) An Eligibility List shall remain in effect for six (6) months unless depleted before that time. If the Eligibility List is depleted, or upon the expiry of the six (6) months, whichever comes first, any permanent position and/or temporary assignment in question shall be the subject of further Job Posting(s).
- 15.12(d) Notwithstanding the first sentence of clause 15.01(a), further Job Postings shall not be issued for the permanent position and/or temporary assignment in question during the period the Eligibility List is in effect.

- 15.12(e) Each selection decision for the Job Posting shall be made in accordance with clause 15.11 from the candidates on the Candidates List or Eligibility List. Should a less senior candidate be chosen from the Candidate List or Eligibility list, the candidates with greater seniority shall be notified.
- 15.12(f) Candidates on the Eligibility List shall have the right to decline an offered permanent position and/or temporary assignment once. In the event that a candidate on the Eligibility List declines a second offered permanent position and/or temporary assignment, his/her name shall be struck from the Eligibility List and he/she shall not be considered for any future permanent positions and/or temporary assignment during the remainder of the period that the Eligibility List is in effect. In the event that all candidates on an Eligibility List decline the same offered permanent position and/or temporary assignment, the City shall have the right to fill the permanent position and/or temporary assignment externally without any obligation to re-post it.
- 15.12(g) Eligibility lists will only be established by the City in respect to Job Postings where:
- (i) a large number of placements are anticipated in the specific permanent position and/or temporary assignment that are the subject of the Job Posting in question during the six (6) months following issue of the Job Posting;
 - (ii) a high turnover is anticipated in the specific permanent position and/or temporary assignment that is the subject of the Job Posting in question during the six (6) months following the issue of the Job Posting.

Reversion Period

- 15.13(a) All successful candidates in either a permanent position and/or temporary assignment shall be subject to a three (3) month assessment period which will be extended when an employee is absent in excess of ten (10) working days during the period of assessment. In this case, the assessment period will be extended by the length of the absence.
- 15.13(b) A joint performance review will be conducted between the employee and the Division Head after the employee's first six (6) weeks in his/her new permanent position and/or temporary assignment to evaluate the employee's performance and suitability or to determine the possibility of reversion.
- 15.13(c) Should the permanent position and/or temporary assignment be confirmed, the three (3) month assessment period shall count toward the six (6) month probationary period defined in Article 4 if said employee had not completed such period prior to promotion.
- 15.13(d) Should a reversion be necessary, the three (3) month assessment period or any part thereof served in his/her new permanent position and/or temporary assignment shall not count towards the six (6) month Probationary Period if said employee had not completed his/her Probationary Period prior to promotion as set out in Article 4.
- 15.14(a) Should a reversion be necessary or requested by an employee who was a permanent employee prior to his/her promotion to either a permanent position or temporary assignment, the employee shall be reverted to his/her former position and wage rate, if the position has not been filled during the interim period. If the former position has been filled, the employee will be reverted to a position reflecting the wage rate earned by the employee prior to the placement. The time served in the position prior to his/her promotion to either a permanent position or temporary assignment will count towards

the service required to qualify for an increment as set out in clauses 6.03 and 6.04 of Article 6.

- 15.14(b) Should no substitute position be available for such permanent employee, a supernumerary position at the pre-placement wage rate will be created for the employee until such time as a position becomes available. The time served in his/her former position prior to his/her promotion to either a permanent position or temporary assignment will count towards the service required to qualify for an increment as set out in clauses 6.03 and 6.04 of Article 6.
- 15.15 Any employee who is no longer capable of performing his/her full required duties by reason of disability, may be placed in a suitable position, if such position is available, on the recommendation of the Executive Director of Human Resources without regard to the other clauses of this Article.

Scheduling of Examinations

- 15.16 Whenever possible, examinations will be held during working hours. The Division Head will grant leave of absence with pay to those employees in the Division who have made application for and have been accepted for admission to such examinations. For employees subject to shift work, every effort will be made by the Division Head to re-schedule the employees so that the employees will not be required to work a shift immediately before or after an examination.

LETTER OF INTENT ELECTRONIC JOB POSTINGS - PILOT

The parties agree to meet within sixty (60) days of ratification to identify and agree on those City work locations to be part of this trial process. Only work locations where all employees covered by a Local 79 Agreement work at a City computer to perform their duties will be selected.

The employees within the identified work locations will be notified thirty (30) days before the implementation of the pilot. Until the date of implementation the current practice of job postings shall continue.

Job Postings will be released electronically on the City's intranet, on the same day they are issued to other work locations through hard copy. The Executive Director of Human Resources shall ensure that notices of all job postings are sent to the employees in the identified work locations to his/her City email address.

The Pilot will continue for one (1) calendar year from the date of implementation within the identified work locations. At the end of one (1) year the parties agree to meet and discuss the continuation or the expansion of the Pilot to other work locations by mutual agreement.

The parties agree that this Pilot does not alter the terms and conditions of Article 15 except as provided herein.

Any issues arising out of the implementation of the Pilot will be referred to the President of Local 79 and the Director of Employee and Labour Relations who will discuss and attempt to resolve the issues. Should the parties be unable to find resolution, the Pilot may be terminated by either party with thirty (30) days written notice.

APPENDIX C
TRIAL SCHEDULING PROJECT PROCEDURE
RECREATION WORKERS UNIT
JUNE 2, 2003

<u>Applicable Area:</u>	South District
<u>Start of Pilot Project:</u>	Fall Program, 2003
<u>Date of Seniority List:</u>	April 20, 2003
<u>Duration of Trial Project:</u>	Fall Program, 2003
<u>Assessment Meetings:</u>	Monthly meetings starting mid October

Each returning employee in the South District will indicate in writing on the appropriate forms that will be provided, the following:

1. If they wish to return to the same program and location that he/she worked at in the fall program of 2002
2. If they wish to be considered for remaining available regularly scheduled work in the same program at the same location
3. If they wish to apply for remaining available regularly scheduled work in either the same program at a different location, or a different program at any location.
4. What their qualifications are to teach all programs they wish to be considered for.
5. What their availability is for times, days, programs and locations in the South District.
6. A process to confirm that employee aggregate hours are correct (employees only indicate if their hours are incorrect).

REGULARLY SCHEDULED WORK

Part A

Returning employees shall be given first right of refusal for regularly scheduled work in the same program at the same location previously worked.

If a returning employee's program is relocated, the returning employee shall be given first right of refusal for said work.

.: Basketball instructor at Beaches C.R.C. in the fall program of 2002 would get first rights to the basketball instructor position available in the fall program of 2003).

Administrative Action:

- Develop joint returning employee letter/package with Local 79 and City
- Centre's Community Recreation Programmer to distribute Returning Employee Form to appropriate staff by June 27/03 and track return
- Returning employees to return Forms by July 18/03
- Confirmation of Employment sent to appropriate staff by August 11/03
- Record if staff accepts position or not. If not Centre's Community Recreation Programmer determines remaining vacant positions. Move to Part B.

Part B

Returning Employees who have completed 1,040 hours (probationary period) and who have worked in the Fall program of 2002 at the same location shall be given first right

of refusal for the remaining regularly scheduled work at that location subject to his/her availability, and qualifications. Where more than one employee is available and qualified, seniority shall be the determining factor.

.: Still have a vacancy for a basketball instructor at the Beaches C.R.C. so we now look to the staff who have worked the previous season (fall program of 2002) in that location who are available, qualified and have completed 1,040 hours as at April 20, 2003. If more than one employee is available, qualified and has completed 1,040 hours, the most senior is offered the position).

Administrative Action:

- Seniority list for the purposes of this project
- Availability and qualifications of returning employees who have completed 1,040 hours
- Community Recreation Programmer to offer/assign remaining regularly scheduled work
- Confirmation of employment sent to appropriate staff by August 18/03
- Record if staff accepts the position or not. If not, Community Recreation Programmer sends list of remaining vacant positions, qualifications of such positions to South District Manager/Supervisor

Part C

Returning Employees who have completed 1,040 hours and have worked in the Fall program of 2002 in the South District shall be given first right of refusal for the remaining regularly scheduled work in the South District subject to his/her availability, and qualifications. Where more than one employee is available and qualified, seniority shall be the determining factor.

.: Still have a vacancy for a basketball instructor at the Beaches C.R.C., so we now look to the staff who have worked the previous season (fall program of 2002) in the South District, who are available, qualified and who have completed 1,040 hours as at April 20, 2003. If more than one employee is available, qualified and completed 1,040 hours, the most senior is offered the position.)

Administrative Action:

- Seniority list for the purposes of this project
- Availability and qualification of returning employees who have completed 1,040 hours
- South District Community Recreation Programmer to work with Supervisors/Managers to assign remaining regularly scheduled work
- Confirmation of employment sent to appropriate staff by August 29/03
- Record if staff accepts position or not. If not, identify all remaining vacant positions and qualifications of such positions. Move to Part D.

Part D

After all returning employees covered under Parts A, B and C have been scheduled, employees with less than 1,040 hours accrued will be scheduled for remaining regularly scheduled work based upon qualifications and availability within the South District.

.: Still have a vacancy for a basketball instructor so we consider staff within the South District who are available and qualified but have not accrued 1,040 hours).

Administrative Action:

- Record if staff accepts position or not. If not, move to Part E.

Part E

After all employees covered under Parts A, B, C, and D have been scheduled, employees covered by the Recreation Workers Collective Agreement, will be scheduled for remaining regularly scheduled work based upon qualifications and availability within the City of Toronto.

∴ Still have a vacancy for a basketball instructor, we consider staff within the City of Toronto who are available and qualified).

Administrative Action:

- Record if staff accepts position or not. Move to Part F.

Part F

After all employees covered under Parts A, B, C, D and E have been scheduled, new hires would be considered for remaining regularly scheduled work based upon qualifications.

RELIEF WORK

1. Relief Work will be offered to the most senior, qualified, available employee who has passed their probationary period as of April 20, 2003 and works at the location where the relief work is available.
2. If the Relief work is still available, it will be offered to the most senior qualified, available employee who has passed their probationary period as of April 20, 2003 and works in the South District.
3. If Relief Work is still available it will be offered to employees with less than 1,040 paid hours accrued as of April 20, 2003 in South District based upon qualifications and availability.

Note: In order for work to be considered "Relief Work" for scheduling purposes, it must be in accordance with Article 28.03 (c) "...employees are required to notify the City three (3) hours before their start time...". This is to address circumstances where the City may not be able to administer the above procedure due to short notice of absence or inability to locate qualified available staff. Program operations take precedence.

Administrative Action:

- Each facility will maintain an availability list of qualified staff who has passed their probationary period as of April 20, 2003 in seniority order. Relief work shall be offered to the most senior employee from said list who is qualified and available at that location. If relief work is still available;
- The South District will maintain an availability list of qualified staff who has passed their probationary period as of April 20, 2003 in seniority order. Available work will be offered to the most senior employee from said list who is qualified and available in the South District.
- Each facility will maintain a record of all relief work offered.

Note: The City shall provide the union with a copy of the seniority list for the purpose of this project on a quarterly basis.

ASSESSMENT

At the end of the season, all part-time staff, Community Recreation Programmers, supervisors, and managers will be asked to provide feedback by way of a questionnaire in order to provide written comments and/or suggestions. The responses will be

provided to the committee to assist the parties in evaluating the trial project.

At the end of the fall program, the committee shall meet to assess the trial-scheduling project, and amend where necessary as agreed to by the parties.

During the fall program an e-mail address, as well as a hot line number will be available for employees to provide feedback on an on-going basis. The committee will have access to this information in order to provide follow-up.

The committee will jointly review any relevant documents used in scheduling work at the end of the seasonal program to assist in assessing the trial scheduling project, as well as during the program to assist in resolving any issues that may arise.

SENIORITY

Actions undertaken by both the Union and the Employer with respect to all Seniority matters and the calculation of an employee's Aggregate Hours for the purpose of this Trial Scheduling Project, is without prejudice for precedent to any right under the Collective Agreement and any Grievances both active or filed in the future.

Entered into this 2nd day of June, 2003 on behalf of:

**THE SUB-BARGAINING COMMITTEE,
SCHEDULING PILOT PROJECT
SOUTH DISTRICT
OF THE CITY OF TORONTO**

**THE SUB-BARGAINING COMMITTEE,
SCHEDULING PILOT PROJECT
SOUTH DISTRICT
OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 79**

(Signed)
(Signed)

Brian Phillip

Ann Dembinski

(Signed)
(Signed)

Dina Carrescia

Kathleen Figueroa

(Signed)
(Signed)

Donna Kovachis

Zoriana Aronec

(Signed)

Carol Chavez

(Signed)

George Alexopoulos

APPENDIX D

Appended are relevant provisions of the Protective Equipment, Protective Clothing and Wearing Apparel Policy. For the most up to date or complete version of this policy please log on to the City of Toronto's intranet website. Note that the appended document may not be exhaustive of employee's entitlements. It is appended hereto for information purposes only.

Human Resources Policies



Local 79 Protective Equipment, Protective Clothing and Wearing Apparel

Category: **Protective Clothing and Wearing Apparel**

Sub-Category: **General**

Policy Statement

This policy, jointly developed by Local 79 and the City of Toronto through the Protective Clothing, Equipment and Wearing Apparel Committee, applies to the use, provision, acquisition, maintenance and replacement of personal protective equipment (PPE), protective work clothing and other wearing apparel for Local 79 employees. The policy applies to all City divisions with Local 79 employees.

It is agreed that the City of Toronto will provide employees with personal protective equipment and protective work clothing as prescribed by the hazards of the job or workplace. In addition, the City will provide other wearing apparel where required by job demands and as outlined in this policy.

It is agreed that employees who are issued PPE and/or protective work clothing will use and/or wear this PPE and/or protective clothing at all times when it is needed for their protection or by regulation. They are responsible for complying with the division's PPE, protective clothing and/or wearing apparel requirements, properly maintaining PPE and reporting any defective PPE.

Notwithstanding the provisions outlined in this policy, the Union and the City reserve the right to address any additional PPE, protective clothing or wearing apparel issues that may arise during the term of the collective agreement.

Section 1

Personal Protective Equipment and Protective Clothing

Definitions

Personal protective equipment (PPE) is defined as equipment or devices worn or used to control exposure to hazardous substances or conditions or to prevent accidental injuries or serious harm to employees working in hazardous or potentially hazardous conditions or areas. PPE includes, but is not limited to head protection, hearing protection, eye and face protection, body protection, hand protection, foot protection, respiratory protection and fall protection.

Protective work clothing is attire worn over or in place of regular clothing to protect the employee from hazards. Protective work clothing may include, but not be limited to coveralls, overalls, aprons, laboratory coats, rainwear, high-visibility clothing, and in some cases, shirts and pants.

Conditions

- Personal protective equipment will be utilized when hazards cannot feasibly be controlled or eliminated by other means.
- Personal protective equipment will be properly fitted to the user and instruction on the use, care, maintenance and limitations of the PPE will be provided.
- Defective or damaged PPE should be reported to the supervisor and shall not be used.
- PPE and protective clothing that has been worn next to the skin by employees shall be cleaned and disinfected before it is re-issued to other employees.
- Before any PPE is used by employees, employees will be made aware of the reasons for using the PPE and how to properly use and maintain it
- Replacement of PPE and protective clothing will be conducted on an "as required" basis, based on its condition, expiry and/or manufacturers' instructions.
- It is understood that protective devices of a non-personal nature or for intermittent use are needed for the performance of certain tasks (e.g. gas monitors, floatation devices, hard-hats, coveralls, aprons, rubber boots). Such equipment can be shared, provided that it is readily available for use, when required, and employees are adequately trained in its use and limitations. Shared-use items worn next to the skin shall be cleaned and disinfected before they are used by other employees.
- For full-time employees who regularly require PPE or protective clothing in the performance of their work, such equipment and/or clothing will be personal issue rather than shared use.
- Seasonal employees will be provided with PPE and protective clothing, as required by the nature of the work to be performed and appropriate to the season(s) and/or weather conditions to be worked.

Responsibilities

Divisions will:

- in consultation with joint health and safety committees, introduce, to the extent feasible, engineering and/or administrative hazard control measures to minimize the need for PPE and/or protective clothing. Such control measures may include:
 - o eliminating the hazard from the workplace
 - o substituting or replacing a hazard or hazardous work practice with a less hazardous one
 - o isolating/separating the hazard or hazardous work practice from workers, or
 - o modifying tools or equipment, providing guarding, barriers or ventilation

- in consultation with joint health and safety committees, determine the need for PPE and protective clothing based on job hazards, and provide such equipment and/or clothing to employees
- ensure consistent practices are applied across their own division
- when purchasing protective clothing, consider all hazards of the job, including traffic, electricity, cold, heat, fire, biological hazards, UV radiation and the West Nile Virus. If conflicts arise between design criteria to address multiple hazards, select on the basis of the most significant hazard
- ensure that written procedures are in place to administer the selection, use and maintenance of PPE and protective clothing.
- train employees in the requirements for and proper use, care, and maintenance of PPE.
- maintain a record of the PPE issued to employees and the training of those employees in the use of that PPE
- establish an inspection program for PPE when required by legislation and/or industry standards
- whenever possible, co-ordinate purchases of PPE and protective clothing through Purchasing and Materials Management Division, to facilitate consistency in PPE selection across divisions and cost-effective provision of needed PPE to employees
- not permit alterations of PPE without permission from the manufacturer (e.g. paint or stickers on hard hats).

Purchasing and Materials Management Division will:

- where appropriate, specify in purchasing documents that PPE and protective clothing must comply with the relevant Canadian Standards Association standard or, in the absence of a CSA standard, an equivalent standard
- require any organization supplying PPE to the City to state in writing that such PPE complies with the relevant identified standard or equivalent
- consider ergonomic principles and usability in the specification and selection of PPE
- identify opportunities where joint purchasing of PPE or protective clothing can be achieved

Employees who are issued PPE and/or protective clothing will:

- use and/or wear this PPE and/or protective clothing at all times when required for their protection
- care for and maintain PPE and/or protective clothing as advised by their divisions
- report lost or defective PPE and/or protective clothing to their supervisors
- not alter PPE or protective clothing in a manner that affects its integrity

Occupational health and safety staff, in consultation with the JHSC, will:

- assist divisions by advising on required PPE and/or protective clothing for job duties
- assist divisions to ensure that PPE and/or protective clothing is in conformance with regulatory requirements and/or accepted industry standards
- provide consultation and advice on training needed with respect to PPE and protective clothing

Specific Requirements

Head protection

- Head protection appropriate to the hazard will be provided to employees where the hazard of head injury exists.
- Damaged headwear shells or inner cradles must be promptly replaced.
- Even in the absence of visible damage and deterioration, headwear shells and inner cradles should be replaced at the frequency outlined in the manufacturer's instructions.
- Alterations to the protective headwear provided by the manufacturer are not permitted.
- Winter hardhat liners will be provided to employees who are required to wear hardhats and who work outdoors in winter.
- Management is prepared to consider hard hats with wide brims but will provide information to the Wearing Apparel Committee on the following concerns for further discussion:
 - o it is confirmed that they do not result in significantly greater weight
 - o their advantages exceed their disadvantages, from a health and safety perspective
 - o they present no operational impediment
 - o it is confirmed that they can accommodate all currently-issued personal protective equipment, and
 - o it is agreed that, if selected, they will only be issued when hard hats are next needed

Hearing protection

- Appropriate hearing protection will be provided to all employees whose daily noise exposure exceeds an eight hour time weighted average of 85 dB(A) and employees will be required to use provided hearing protective devices.

Eye protection

- Employees who are at risk of eye injury will be provided with and required to wear eye protection devices appropriate to the hazard, e.g. goggles, face shields, visors, approved safety glasses.
- Operations that may place employees at risk of eye injury include, but are not limited to:

- o Handling hazardous materials or chemicals
 - o Breaking into lines or equipment which contain, or have contained, hazardous materials or chemicals
 - o Welding, burning, cutting, chipping, grinding, woodworking, sawing, etc.
 - o Operating explosive actuated tools, hand-held nailing guns or other power tools
 - o Operating chain saws or grass cutting equipment
 - o Working on live electrical installations
- Contact lenses must not be worn in any area or for any job involving chemical eye irritants.
 - In accordance with legislative requirements, where a worker is exposed to a potential hazard of injury to the eye due to contact with a biological or chemical substance, an eyewash station will be provided.
 - For full time employees who routinely need impact-protective safety eyewear in the performance of their duties and who wear prescription eyeglasses, prescription safety eyewear will be provided.
 - All impact-protective safety glasses must have appropriate side shields
 - Prescription eyewear will not be provided to seasonal employees. Rather, impact protection will be addressed by the provision of goggles to be worn over the worker's own glasses.
 - Prescription eyewear will be replaced every 24 months, if required.
 - It is understood and agreed that this provision does not form part of an employee's extended health benefits for vision care.

Parkas/Winter Jackets

- When parkas/winter jackets are provided to employees, they shall be individual issue, with the exception of freshly-laundered spare parkas made available for Homes for the Aged Support Services employees under the conditions described in Homes for the Aged Support Services Workers' entitlement.

Protective Rainwear

Note: In some circumstances, rainwear is considered to be protective clothing, i.e., when working in contaminated environments under wet conditions or when working outside for prolonged periods in spring or fall when a combination of wet and cold conditions occur. In other cases, rainwear is considered to be "wearing apparel".

- Rainwear worn in the road allowance must provide the needed visibility to comply with legislative requirements or must be worn in conjunction with a safety vest.
- This rainwear will be replaced, as required, based upon its condition.

- The City shall provide appropriate protective rainwear for those employees required to work outside for prolonged periods in spring or fall when a combination of wet and cold conditions occur.

Coveralls and bib overalls

- The City shall provide coveralls or bib overalls, as required, based on job function.
- In certain cases, as specified, one coverall/overall may be selected by the employee to replace the issue of one shirt/pant combination.
- The parties agree that the following groups of employees will be provided with one thermal winter coverall/overall when they are at risk of cold stress:
 - o Toronto Water - District Operations (including, but not limited to, Water valve crews and construction crews)

Such thermal winter coveralls/overalls will be replaced as required or after three years, unless they remain in serviceable condition.

Hand protection

- Protective gloves appropriate to the hazard will be provided by the City and worn by employees where, in the course of job duties, hands are exposed to:
 - o hazards which can result in abrasions or cuts
 - o chemicals (corrosives, solvents, toxic)
 - o biological/pathogenic hazards,
 - o hot or cold liquids or objects,
 - o physical hazards
 - o electrical hazards
 - o cold weather conditions
 - o animal bites
- All disposable medical examination/surgical gloves provided to Local 79 employees will be non-latex.
- All other gloves used by Local 79 employees will be non-latex unless latex is determined to be the most appropriate protection in a particular circumstance.

Clarity Note: It is understood that the transition to non-latex will occur as current stocks are depleted, estimated to be approximately June 2005 for medical examination/surgical gloves.

Hand sanitizer/cleaning agent

- Hand sanitizer and cleaning agent will be provided in areas where exposure to biological hazards and/or heavy duty soiling warrants their use.

Respiratory protection

- Respiratory protection appropriate to the hazard will be provided by the City and worn by employees when there will be exposure to or when there is potential to be exposed to harmful dusts, fumes, mists, vapours, gases, biological agents or other inhalation hazards.
- Any respirator provided to a worker for his/her protection must be appropriately fitted.
- Procedures will be developed for cleaning, maintaining, storing and training in the use of respirators.

Foot protection

- Protective footwear appropriate to the nature of the hazard and the demands of the job will be provided to employees where foot hazards exist.
- Protective footwear entitlement will be determined using the “Safety Footwear Needs Analysis” form.
- If the Safety footwear Needs Analysis indicates that both summer and winter footwear are required, both types of footwear will be provided.
- Protective footwear will be replaced, as required, based on its condition.
- The City agrees to maintain the existing or equivalent boot truck service at City worksites, with employees having the same procurement rights as now exist.
- Where, because of special size or fitting requirements, or lack of boot truck service, employees cannot obtain safety boots from a boot truck, they shall be given a maximum of one hour of City-paid time to purchase safety boots from City-contracted vendor’s stores.

Fall protection and retrieval

- A fall protection and retrieval system (travel restraint system, fall restraining system, fall arrest system and/or safety net, as appropriate) will be provided to employees who are exposed to the hazard of falling from heights, as specified in occupational health and safety legislation.
- All safety lines, belts or harnesses that have been involved in an actual fall will be immediately replaced.
- Employees who are required to use a fall protection system must be given oral and written instructions in its use, and a record of such training and instruction must be maintained.
- Employees will inspect equipment prior to use, in accordance with legislative requirements.

Sun and heat protection

- Workers whose job duties place them at risk of overexposure to ultraviolet radiation from the sun will be provided education regarding the risks and the importance of wearing sunscreen cream, UV-protected eyewear, and wide-brimmed hats and making clothing choices that reduce their exposure to UV.

- For those at-risk employees who choose to wear City-issued sunscreen cream, UV-protected eyewear and/or wide-brimmed hats, the City shall provide such items.
- UV exposure will be a key consideration in the selection of City-issued protective clothing and wearing apparel options
- In some cases, when hard hats are required for the performance of outdoor work, the use of hard hats precludes the need for sun hats.
- Sun umbrellas will be installed and maintained at every outdoor lifeguard station.

First aid kits

- First Aid Kits shall be provided by the City on vehicles and at work locations in accordance with legislative requirements.

Chainsaw chaps

- The City shall provide ballistic pants or chaps for employees who are required to use chain saws.

Personal Floatation Devices

- Personal floatation devices shall be made available for use by all employees whose work environment involves working around bodies of water, pools, ponds etc.

Insect repellent

- Workers whose job duties place them at risk of insect bites will be provided with the necessary information to make an informed decision on the personal, voluntary use of insect repellent. Insect repellent will be provided to those employees who choose to use it.

High-visibility clothing

- Depending on the circumstances, either a safety vest or high visibility clothing will be provided to employees who are likely to be endangered by vehicular traffic
- High-visibility clothing will be provided by the City and worn by employees when it is legislatively required or where required by internal policy.

Other protective equipment

- Where job hazards require, appropriate protective equipment such as gas detectors, ice cleats, pot-holders, protective cooks' sleeves, etc. shall be made available.

- If not already issued for operational reasons, cell phones, 2-way radios or other emergency communication equipment will be made available in circumstances in which they are determined to be the most appropriate means of ensuring personal safety. As of April 1, 2005, the City currently provides individual issue cell phones to those working in a number of classifications, including Home Visitors in Children's Services; Environmental Health Officers and Tobacco Enforcement Officers in Public Health; By-law Enforcement Officers in Parks, Forestry and Recreation; Water Revenue Inspectors in Revenue Services, Building Inspection staff in the Building Division and Municipal Licensing and Standards Officers in the Municipal Licensing and Standards Division; By-law Enforcement Officers in Solid Waste ; Works Inspectors and Development Inspectors in Technical Services; Contract Inspectors, Downspout Disconnect Program Co-ordinators, Emergency Service Inspectors, Engineering Inspectors, and Industrial Waste and Stormwater Quality Enforcement Officers, all in Toronto Water.
- Individuals occupying the classifications: Communicable Disease Investigators; Public Health Nurses; Community Health Officers; Vaccine-preventable Unit Nurses; Social Services Caseworkers who conduct home visits and Home Visitors (Public Health), whenever required to be in the field, shall have cell phones made available to them for personal safety reasons from the City's pool of shared-use cell phones, on request.
 - o When requested, the cell phones shall be signed out, with records being kept of user identity and, wherever possible, the daily field itinerary for the person using the phone in order to aid in locating individuals in the event of emergencies.
 - o While City supervisors shall not interrogate or otherwise inquire into the reason for the employee's request for the issuance of a cell phone, the employee's supervisor should be encouraged to enter into discussions concerning the possible augmentation of safety precautions, including the possible use of the buddy system or a request for assistance from community police.

Laundering of Protective Clothing

- Protective clothing will be laundered as required on the basis of contamination, e.g., body fluids, hazardous chemicals, wastewater contaminants.

Specific Divisional Entitlement to Protective Clothing

Parks, Forestry and Recreation Division - Urban Forestry: Arborist Technician and Arborist Technician Hydro

- 4 pairs of pants with reflective striping, initially; 2 annually thereafter
- 5 long-sleeved T-shirts (high visibility), initially; 3 annually thereafter
- 1 short-sleeved T-shirt (high visibility) may be substituted for 1 long-sleeved (not high-visibility) T-shirt, provided Forestry Forepersons are always prepared to perform required duties by having a long-sleeved T-shirt immediately available.
- 2 sweatshirts (high visibility) may be substituted for 2 long-sleeved T-shirts (high visibility), initially; 1 annually thereafter.
- 1 high visibility parka or bomber style winter jacket, at the employee's choice
- 1 high visibility linesman style jacket

Parks, Forestry and Recreation Division - Urban Forestry: Arborist Inspector, Forest Health Care Inspectors, Arborist Foreperson Grade 1

- 1 high-visibility parka or bomber jacket
- 2 high-visibility short-sleeved shirts with Forestry logo, replaced as required
- 2 high-visibility long-sleeved shirts with Forestry logo, replaced as required
- Safety vest

Section 2

Wearing Apparel

Definition

Wearing apparel will take one of two forms:

- a uniform to ensure a professional appearance, to maintain essential sanitary environments, or to provide ready visual identification in order to protect the safety and security of the employee, clients, and/or the public
- non-uniform, non-mandatory clothing provided to reduce wear and tear on the employee's own clothing
- Divisions will provide wearing apparel, as outlined below. In cases where wearing apparel is "Uniform", it is identified as such. It is understood by the parties that wearing apparel entitlements are independent of the provision of any protective clothing or equipment required to protect workers from job hazards.
- In some cases, the word "initially" is used. Initial entitlement means the first time the employee receives this apparel, either as a new employee or as an existing employee who has not previously had this entitlement. Subsequent replacement of wearing apparel items will be conducted as specified below in divisional entitlement.

- Initial entitlement will be pro-rated to recognize items already issued in the one-year period immediately preceding the date of issue.
- Issued wearing apparel classified as “uniform” must be worn by the employee while at work.
- Wearing apparel intended to protect the employee’s own clothing from abnormal wear and tear will be provided by the City to those employees who choose to wear it while at work.
- Wearing apparel, with the exception of sizing modifications, must not be altered and must be kept reasonably clean and neat in appearance.
- All jackets and parkas will be replaced as required or after three years, unless such item of clothing remains in serviceable condition. All other articles of wearing apparel will be replaced as required, except where an annual entitlement is provided.
- Based on language agreed for each job classification in each Division in the wearing apparel section of this document, seasonal employees will be provided with wearing apparel, as required by the nature of the work to be performed and appropriate to the season(s) and/or weather conditions to be worked.
- **This policy comes into effect April 1, 2005.**

Specific Divisional Entitlement to Wearing Apparel

Parks, Forestry and Recreation - Parks Foreperson

- 5 T-shirts (short-sleeved or long sleeved, at the employee’s choice), initially; 3 annually thereafter. UNIFORM
- Sweatshirts may be selected by the employee to replace long- sleeved shirts. UNIFORM
- 4 pairs of pants, initially; 2 annually. UNIFORM
- Coveralls/overalls may also be selected by the employee to replace either shirt/pant combinations or pants. UNIFORM
- 1 Spring/Fall jacket as required, based on job function.
UNIFORM
- 1 parka or bomber style winter jacket, at the employee’s choice.
UNIFORM

Parks, Forestry and Recreation: By-law Enforcement Officers

- 5 shirts with reflective striping (crested) initially, 3 annually thereafter
UNIFORM
- 5 pairs of pants with reflective striping initially, 3 annually thereafter
UNIFORM

Parks, Forestry and Recreation: Recreationist and Recreation Co-ordinator

- 2 golf shirts annually

Parks, Forestry and Recreation: Part-time staff – Aquatics Outdoor Employees

Upon hire and annually until the attainment of 1040 hours:

- 1 shirt (singlet) + 1 additional shirt (singlet) available at 50% of cost UNIFORM
- 1 shirt (long-sleeved)
- 1 pair of shorts

Annual issue after the attainment of 1040 hours:

- 2 shirts (singlet) UNIFORM
- 2 pairs of shorts
- 1 shirt (long-sleeved)
- 1 pair of long pants

Parks, Forestry and Recreation: Part-time staff – Aquatics Indoor Employees

Upon hire and annually until the attainment of 1040 hours:

- 1 shirt (singlet) + 1 additional shirt (singlet) available at 50% of cost UNIFORM
- 1 pair of shorts

Annual issue after the attainment of 1040 hours:

- 2 shirts (singlet) UNIFORM
- 2 pairs of shorts

Parks, Forestry and Recreation: Part-time staff – Building Attendants

Upon hire and annually until the attainment of 1040 hours:

- 1 golf shirt + 1 additional golf shirt available at 50% of cost UNIFORM

Annual issue after the attainment of 1040 hours:

- 2 golf shirts UNIFORM

Parks, Forestry and Recreation: Part-time staff – Outdoor Recreation Staff

Upon hire and annually until the attainment of 1040 hours:

- 1 T-shirt + 1 additional T-shirt available at 50% of cost UNIFORM
- 1 pair of shorts

Annual issue after the attainment of 1040 hours:

- 2 T-shirts UNIFORM
- 2 pairs of shorts

Parks, Forestry and Recreation: Part-time staff – Indoor Recreation Staff

Upon hire and annually until the attainment of 1040 hours:

- 1 T-shirt + 1 additional T-shirt available at 50% of cost UNIFORM

Annual issue after the attainment of 1040 hours:

- 2 T-shirts UNIFORM

Parks, Forestry and Recreation: Part-time staff – Skating Instructors

Upon hire:

- Individual issued nylon jacket, replaced as required UNIFORM

Parks, Forestry and Recreation: Part-time staff – Skating Rink Cruisers/Monitors

Entitlement immediately upon hire:

- Use of a safety vest UNIFORM

Parks, Forestry and Recreation: Part-time staff – Facility Maintenance staff (“Rink rats”)

- 1 individual issued parka, to be replaced as required Upon hire and annually until the attainment of 1040 hours:
- 1 T-shirt + 1 T-shirt available at 50% of cost UNIFORM
- 1 pair of pants
Annual issue after the attainment of 1040
- 2 T-shirts UNIFORM
- 1 pair of pants

Parks, Forestry and Recreation: Part-time staff – Health Club Attendants

Upon hire and annually until the attainment of 1040 hours:

- 1 golf shirt + 1 additional golf shirt available at 50% of cost UNIFORM
Annual issue after the attainment of 1040 hours:
 - 2 golf shirts UNIFORM
 - 1 track suit

Section 3 Protective Equipment, Protective Clothing and Wearing Apparel Committee

The committee will monitor the practices and procedures outlined in this policy and will meet as required. The Committee will jointly address any inconsistencies and issues/concerns raised through the implementation of the policy.

Approved by Canadian Union of Public Employees, Local 79

Date Approved August 29, 2006

This Collective Agreement was ratified April 10, 2012 and came into effect April 23, 2012, unless otherwise stated.

RECREATION WORKERS' UNIT

C.U.P.E. LOCAL 79

Memorandum of Agreement Items

January 01, 2012 to December 31, 2015

The parties agree that these items do not form part of the Collective Agreement.

**Article 2
RECOGNITION**

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

MEMORANDUM OF AGREEMENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 79

(hereinafter "Local 79")

- and -

CITY OF TORONTO

(hereinafter the "City")

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

AND WHEREAS Local 79 and the City have met to develop a process to determine whether employees and/or positions should be placed in the Full-Time Bargaining Unit.

NOW THEREFORE Local 79 and the City agree as follows:

1. At such time as the Director of Employee and Labour Relations or his/her designate is notified by Local 79, a Local 79 member or a member of management that a Local 79 member in one of the part-time units may, in fact, be a full-time employee, a review will be conducted. Such review shall take place to determine whether the employee has worked full-time in accordance with clause 2 below and whether the employee will continue to be scheduled for full-time work. In determining whether an employee will continue to be scheduled for full-time work, the following shall apply:
 - (a) In all cases, the employee shall be considered as continuing to be scheduled for full-time work unless the department provides in writing to Local 79 and the employee reasonable justification supportive of a claim that the employee will not continue to be scheduled for full-time work.
- 2 (a) An employee shall be deemed to work full-time hours if the employee has worked a minimum of thirty-five (35)/forty (40) hours per week, fifty-two (52) weeks per year, inclusive of sick time, vacation and statutory holidays and any other leaves of absence, approved in writing, for the twelve (12) consecutive month period preceding the review. All hours worked must be in one classification, in one part-time unit and be exclusive of overtime.
 - (b) Time missed solely due to the receipt of WSIB benefits or as a result of a pregnancy/parental leave shall not break the 12 consecutive month period but shall be added to such period.
3. Where it is determined that an employee is to be placed under the Full-Time Collective Agreement, the following will apply:
 - (a) The employee will be moved to the full-time unit as of the date of

agreement in writing that they work full-time and will be entitled to the rights and privileges accorded in the Full-Time Local 79 Collective

Agreement, including enrolment in the City's health benefits plan. Enrolment in the pension plan will be in accordance with OMERS regulations.

- (b) In the first year the employee is moved into the full-time unit his/her vacation will be calculated in accordance with the provisions outlined in the letter to Anne Dubas, dated November 27, 2000 regarding Temporary Employees' Transition from Vacation Pay to Paid Vacation Days. The dates in that letter will be amended, as necessary, to reflect the year the employee is moved into the full-time unit.
 - (c) The employee will have placed to his/her credit, eighteen (18) sick days.
 - (d) Service and seniority will be brought into the full-time unit in accordance with clause 20.06(a) and calculated in accordance with clause 20.06(b).
4. The classification occupied by the employee upon placement of the employee under the Full-Time Collective Agreement shall be included under the Full-Time Collective Agreement
- (a) If the employee to be moved to the full-time unit appears to be performing duties that mirror an existing position in the full-time unit the City is willing to review the employee's duties. If it is confirmed that they are, in fact, substantially performing the duties of a position that already exists in the full-time unit, the person will be reclassified and paid in accordance with the appropriate wage grade.
 - (b) If the employee is mis-classified, e.g. they are classified as a skating instructor and they are actually a dance instructor and neither classification exists in the full-time unit the employee will be moved over as a skating instructor and retain their salary. Local 79 will inform the Compensation Division of the mis-classification and Compensation will make the correction prior to harmonization.
 - (c) If the employee is correctly classified in the part-time unit e.g. Square Dance Caller, but there is no mirror position in the full-time unit, the person will be moved over as a Square Dance Caller and take their salary with them.
5. The parties agree that if an employee and his/her classification are moved into the full-time unit this will not constitute a new or changed classification as contemplated in the provisions of clause 6.04 of the Full-Time Collective Agreement.
6. Employees deemed to be full-time in accordance with 1 above, shall move into the full-time unit as a temporary employee. As soon as possible thereafter a review of the status of the employee will take place. If the review determines that the employee has been continuously employed in the same position full-time for longer than two (2) years prior to movement into the full-time unit the employee will become a permanent employee and confirmed in the position unless the position is one to which a permanent employee has a claim or the position is expected to be eliminated in the near future.

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

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

accordance with Article 15, (Job Postings)

7. The classifications of the employees moved into the full-time unit will not be used during wage harmonization of the full-time unit classifications nor the wage harmonization in the part-time unit the employee was transferred from. Instead, after wage harmonization of the full-time unit and the part-time unit the group of employees who have moved into the full-time unit through this process will be looked at separately for wage harmonization.
8. The parties recognize the need on a continuing basis to ensure that employees are placed in the appropriate Bargaining Unit and, accordingly, agree that on an annual basis the City shall provide to Local 79 for its review a detailed listing of all employees covered by Local79 Part-Time Collective Agreement with as much work-related detail as possible.
9. If at any time the parties find it necessary to amend the terms of this Agreement in order to address any unanticipated matters that may arise, the parties agree to meet to discuss any such matter(s) and provided there is mutual agreement, effect any such amendments(s) that may be appropriate.
10. Should any concerns or disputes arise out of the operation of this Letter of Intent, the Director of Employee and Labour Relations or his/her designate shall meet with the representatives of Local 79 within ten (10) calendar days of the receipt of the concerns or disputes.
11. Any dispute concerning the interpretation, application or administration of this Agreement including but not limited to whether an employee should be placed under the Full-Time Collective Agreement shall be dealt with in accordance with the grievance and arbitration provisions of the Full-Time Collective Agreement.

Dated at Toronto this 9th day of August 2002

Ann Dembinski (signed)

Catherine Bossuyt (signed)

Nancy Murphy (signed)

Derek Lue (signed)

Article 9
WAGES AND SALARIES

Wages:

Four (4) year term with wage adjustment increases as follows:

Effective January 1, 2012	0%
Effective January 1, 2013	1.5% Lump Sum payment on gross regular pay; 0.5% Base increase on gross regular pay;
Effective January 1, 2014	1.75% Base increase on gross regular pay;
Effective January 1, 2015	2.25% Base increase on gross regular pay.

The aforementioned wage adjustment increases shall not apply to the classifications in Wage Grade 1 of Appendix "B" to the Kaplan Wage Harmonization Award dated December 21, 2011.

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

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

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

Effective January 1, 2013 increase all rates for classifications payable on December 31, 2012, by half a percent (0.5%).

Effective January 1, 2014 increase all rates for classifications payable on December 31, 2013, by one and three quarters percent (1.75%).

Effective January 1, 2015 increase all rates for classifications payable on December 31, 2014, by two and one quarter percent (2.25%).

Article 28
SCHEDULING

RECREATION WORKERS' UNIT SCHEDULING PROJECT

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

Proposed Start Date: As soon as is practicable

Proposed End date: December 30, 2015

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

Duration of Project: See Amended Memorandum of Agreement

SCHEDULING PROJECT 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.

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

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

Administrative Procedures

1. The City will send out two (2) separate mail outs, including an information package and applicable forms, for the Fall/Winter, Spring/Summer seasons, to all active Recreation Workers who have worked in the past twelve (12) months, effective as of the seniority report.
2. Forms must be returned to the City designate as identified on the form by the specified due date.

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

Application Process

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

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

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

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

Regularly Scheduled Work

Part A - Returning Staff, Same Location, Same Season/Session, Same Classification,

Same Shift (General Programs -Yellow Form/Aquatic Programs - Blue Form)

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

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

Important Note: For summer aquatic and all camp operations, staff will return to their previous classification(s), however, due to operational needs, including balance of gender requirements and/or level of experience, location and shift(s) are not guaranteed.

Administrative Actions:

- Community Recreation Programmer (CRP) or other City designate records if staff accepts position or not.
- Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of each season/session.
- Move to Part B.

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

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

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

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

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

Administrative Actions:

- Community Recreation Programmer (CRP) or other City designate to offer/assign remaining regularly scheduled work, according to the terms of the Scheduling Project and records if staff accepts position or not.
- Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of each season/session.
- Move to Part C.

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

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

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

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

operations.

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

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

Administrative Actions:

- Community Recreation Programmer (CRP) or other City designate to offer/assign remaining regularly scheduled work, according to the terms of the Scheduling Project and records if staff accepts position or not.
- Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of each season/session.
- Move to Part D.

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

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

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

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

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

Administrative Actions:

- Community Recreation Programmer (CRP) or other City designate to offer/assign remaining regularly scheduled work according to the terms of the Scheduling Project and records if staff accepts position or not.
- Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of each season/session.
- Move to Part E.

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

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

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

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

Administrative Actions:

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

- Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of each season/session.
- CRP identifies all remaining vacant positions and appropriate qualifications of such positions.

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

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

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

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

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

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

Administrative Actions:

- When the absence is known in advance the “shift owner” must complete a Shift Replacement Form identifying who will be backfilling their shift. This form must be authorized by the Community Recreation Programmer (CRP)/Supervisor.

SENIORITY

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

ASSESSMENT

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

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

DISPUTE RESOLUTION

Where a dispute arises regarding the scheduling of an employee, the employee's immediate supervisor will be given an opportunity to discuss and address the dispute. Should the dispute not be resolved with the immediate supervisor, the employee, a Local 79 representative and the Recreation Unit Officer shall meet with two (2) City designates to discuss the dispute with a view to resolving the matter. 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, forms and seniority lists concerning the dispute shall not be unreasonably denied.

Cancellation of Programs and/or Services

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

Termination of this Memorandum:

This Memorandum will expire on December 30, 2015. Notwithstanding the foregoing, the Scheduling Project can be terminated by either the Union or the City upon a minimum of sixty (60) calendar days written notice to the other party.

Article 30 JOB POSTINGS

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.
9. Incumbents will be chosen in a fair and transparent manner, in accordance with City policies, and with due regard for operational issues.
10. Assignments are accepted at the discretion of the employee and can be terminated at the request of either party.
11. Assignments may be extended beyond the approved term and may be cancelled prior to the end of the approved term.
12. Exceptional situations will be evaluated on a case-by-case basis.
13. 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.
14. Employees will continue to be subject to the terms of the Recreation Workers Collective Agreement for the duration of the assignment.
15. 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.
16. At the request of either party, the parties shall meet every six (6) months to review the Memorandum of Agreement.
17. This Memorandum of Agreement shall expire on December 31, 2015.

Bulletin Boards

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

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**

Eligibility for Benefits

- 12.01(a) A permanent employee of the City shall be entitled to the benefits provided for in this Article upon the completion of his/her probationary period as set out in Article 4 (Probationary Period).
- 12.01(b) A temporary employee of the City who completes six (6) months of continuous service or six (6) months of aggregate service with the City shall be entitled to the benefits provided for in this Article.
- 12.01(c) Where an employee is not in receipt of salary or wages because of sickness, or injury for a period of time that exceeds twenty-six (26) consecutive full bi-weekly pay periods, the employee shall be responsible for paying the cost of premiums for any or all of the benefits in this Article under which the employee has coverage.
- 12.01(d) Benefits under Clauses 12.02(a), 12.02(b), 12.03 and 12.04(b) shall apply to the eligible dependants of an eligible employee (as defined in clauses 12.01(a) and (b) above). Such dependants are defined as follows:
- (i) An employee's spouse including same-sex partner; and/or
 - (ii) An unmarried child (including adopted, foster or stepchild) of the employee or the employee's spouse who is:
 - (A) dependent on the employee for support; and
 - (B) under twenty-one (21) years of age (up to twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support), or
 - (C) incapable of self-support because of a physical or mental disability and becomes handicapped before age twenty-one (21) (up to twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support)

Extended Health Care Benefits

12.02(a) The City will provide for all employees by contract through an insurer selected by the City an Extended Health Care Plan which will provide extended health care benefits. The City shall pay one hundred per cent (100%) of the premiums, which will include any premiums payable under The Health Insurance Act, R.S.O. 1990, as amended.

Eligible Expenses (Benefit year January 1 – December 31)

- i) Semi-private hospitalization – difference between ward and semi-private hospital room
- ii) 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:
 - (A) Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules

- (B) Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription
 - (C) Maximum of \$300.00 per person per benefit year for smoking cessation medication
 - (D) Other non-prescription but life sustaining drugs if they have a Drug Identification Number
 - (E) Non-generic drugs will be covered if:
 - (I) there is no generic substitution; or
 - (II) there are no generic substitutions readily available from the pharmacy of the employee's choice; or
 - (III) generic drugs are the same cost, or more expensive; or
 - (IV) the employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or dependant concerned.
 - (F) Eligible compounds:
 - An eligible mixture/compound is one which contains a drug that bears a valid DIN, regardless of the prescription status; or
 - A mixture/compound that contains a raw material, regardless of the prescription status of the raw material.
 - (G) Ineligible compounds:
 - An ineligible mixture/compound is one which is considered experimental/investigational; or
 - A mixture/compound that is contractually excluded under the plan; or
 - A compound derived of vitamins and minerals.
 - (H) Sclerotherapy drugs to a maximum of \$15 per injection.
- iii) Private duty nursing at home when medically necessary, to a maximum of \$25,000.00 per person per three (3) benefit years.
- iv) Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist, or masseur (after OHIP ceases to pay for treatment) to a maximum of four hundred dollars (\$400) per person, per practitioner, per benefit year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of eight hundred dollars (\$800) per person, per benefit year. It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath in accordance with the Medicine Act, 1991, in order to be eligible for reimbursement.

Note:

For clarity, the City will apply clause 12.02(a)(iv) of the Collective Agreement on the basis that the doubling up of the paramedical benefits pursuant to the clause permits employees to elect to receive a maximum of eight hundred dollars (\$800) for any one (1) paramedical service and four hundred dollars (\$400) for four (4) of the five (5) remaining paramedical services for a maximum benefit of two thousand and four hundred dollars (\$2,400) per person per benefit year. It is understood that services of the above mentioned masseur will require a prescription from a

Physician, Surgeon or Osteopath in accordance with the Medicine Act, 1991, in order to be eligible for reimbursement.

- v) Services of a licensed or registered physiotherapist.

Effective January 1, 2013, Services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per person per benefit year.

Employees in receipt of Long Term Disability (LTD) benefits as of April 2, 2012 shall continue to receive unlimited services of a licensed or registered physiotherapist while he/she is in receipt of LTD benefits. Upon termination of his/her LTD benefits, the employee will only be entitled to the services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per benefit year.

- vi) Services of a licensed psychologist, to a maximum of \$300.00 per person per benefit year.
- vii) Up to four hundred and fifty dollars (\$450) 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.

- viii) Hearing aids, including repairs and batteries to a maximum of sixteen hundred dollars (\$1,600.00) per person per three (3) benefit years.
- ix) One (1) pair of orthotic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropractor 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.
- x) One (1) pair of orthopaedic devices per person every two (2) benefit years provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropractor 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. Off the shelf orthopaedic devices will only be allowed if there is a custom made modification and reimbursement of expenses will be limited to the cost of such modification.
- xi) Out of country emergency medical coverage for employees travelling in connection with their job duties.
- xii) One (1) prostate specific antigen (PSA) test per person, per benefit year to a maximum of forty dollars (\$40).
- xiii) One (1) ovarian test (CA125) or (CA125II) per person, per benefit year, to a maximum of forty dollars (\$40).
- xiv) 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.

- (A) 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 our plans.

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

Dental Benefits

12.3 The City will provide for all employees by contract through an insurer selected by the City a Dental Plan which will provide dental benefits. The City shall pay one hundred per cent (100%) of the premiums.

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

One hundred percent (100%) for:

- i) Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to a nine (9) month frequency for adults and a six (6) month frequency for eligible dependants under the age of eighteen (18).
- ii) Restorative procedures, such as fillings – including both bonded and non bonded amalgams (acrylic or composite for front teeth).
- iii) Surgical services (extractions), all oral surgery and anaesthesia.
- iv) Periodontal and endodontic services.

Sixty percent (60%) major restorative procedures, seventy percent (70%) dentures – to a maximum of \$4,000.00 per person per benefit year:

- i) 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
- ii) Initial installation of full or partial dentures, and repair, relining and rebasing or replacement of dentures which are five (5) or more years old

Fifty percent (50%) orthodontic procedures – to a lifetime maximum of \$5,000.00 per person:

- i) Orthodontic procedures, including consultation, diagnostic services, preventive, interceptive and corrective orthodontics

Group Life Insurance

- 12.04(a) (i) The City will provide for all employees through a contract with an insurer selected by the City, Group Life Insurance in 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. The City shall pay one hundred per cent (100%) of the premiums.
- vi) Effective the first of the month following the employee's seventieth (70th) birthday, the amount of Group Life Insurance referred to in 12.04(a)(i) shall be amended to twenty thousand dollars (\$20,000).
- 12.04(b) (i) Optional Group Life Insurance – Employee and Spouse

The City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life Insurance up to a maximum of three hundred thousand dollars (\$300,000) for the employee and/or three hundred thousand dollars (\$300,000) for the employee's spouse, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.

- (ii) Optional Group Life Insurance – Dependent Children

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

- (iii) Effective the first of the month following the employee's seventieth (70th) birthday, he/she shall no longer be entitled to Optional Group Life Insurance referred to in 12.04(b)(i) and (ii). The Optional Group Life Insurance for spouses and dependent children shall be available only until the first of the month following the employee's or the insured's seventieth (70th) birthday, whichever is earlier.

Continuation of Group and/or Optional Life Insurance

- 12.04(c) The City agrees to continue the practice of advising the employee of his/her ability to convert their Group Life Insurance and/or Optional Life Insurance coverage upon retirement, termination of employment or upon attaining the age of seventy (70), through the benefits carrier, upon the terms established by the City's insurer, at the employee's expense.

Accidental Death and Dismemberment Insurance

- 12.05(a) The City shall provide for all employees by contract through an insurer selected by the City, Accidental Death and Dismemberment Insurance which provides for two (2) times the employee's annual salary rounded to the next higher \$1,000, if not a multiple thereof, if the employee's death is as a result of an accident. The City shall pay one hundred per cent (100%) of the premiums.
- 12.05(b) Effective the first of the month following the employee's seventieth (70th) birthday, the amount of Accidental Death and Dismemberment Insurance referred to in 12.05(a) shall be amended to twenty thousand dollars (\$20,000).

Employees of the former East York Inside (CUPE Local 114), East York Inside (formerly non-union and placed in Local 79 by virtue of the Ontario Labour Relations Board Order No. 1202-98-PS dated November 19, 1998), East York Health Unit (ONA Local 5) and East York Health Unit (CUPE Local 114) are entitled to a \$2,000 spousal death benefit and a \$1,000 per dependent child(ren) death benefit. This benefit coverage is 100% employer paid and ceases on the employee's sixty-fifth (65th) birthday.

The City shall continue to provide to those employees who currently have it, spouse and/or dependant(s) group life insurance, under their present terms and conditions.

NOTE: The parties agree that following May 11, 2000 the above Letter of Intent re: Grandparenting of Spousal and Dependant Death Benefit is subject to proof reading and validation by Local 79 and the City.

Long Term Disability

12.06(a) The City will provide for all employees by contract with an insurer selected by the City a Long Term Disability plan for employees and will pay one hundred percent (100%) of the cost thereof to provide a Long Term Disability benefit of seventy-five percent (75%) of such employee's basic salary per month 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 City 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; provided that no employee shall be eligible to collect Long Term Disability benefit payments so long as he/she is in receipt of sick pay benefits or IIP from the City.

12.06(b) Except where a premium waiver applies, the City will ensure the continuation of existing benefit coverage, as set out in this article of an employee who has applied for the Long Term Disability benefit but who has exhausted his/her sick pay credits or IIP prior to the conclusion of the six (6) month waiting period. In no case shall the period of such continued coverage exceed twenty-six (26) bi-weekly pay periods as per clause 12.01(c).

12.06(c) The City shall provide employees who are in receipt of the Long Term Disability plan benefit, benefit coverage under the Extended Health Care, Group Life Insurance, and Dental plans.

The City shall pay one hundred per cent (100%) of the premiums.

12.06(d) Effective September 1, 2004, those employees who commenced receipt of Long Term Disability Benefits on or before the effective date set forth in Column 1 shall receive the monthly increase set forth in Column 2.

Column 1

Column 2

Receiving L.T.D. Benefits as of:

Increase Received:

December 31, 1998

\$30.00 per month

December 31, 1993

\$60.00 per month

12.06(e) Employees will be eligible for LTD benefits as follows:

(i) All employees who have been approved for or receiving Long Term Disability (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 12.02, 12.03, 12.04, and 12.05 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 became disabled, and subject to the employee's ongoing obligations to provide evidence of continuing disability. In consideration for the benefits provided in this clause, the employee will retire from the City of Toronto 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 12.02, 12.03, 12.04, and 12.05 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.
- (v) 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.
- (vi) (v) Where an employee over the age of sixty-three (63) goes off on illness and does not have IIP days or sick leave days, the employee will be reported off 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.
- (vii) (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.
- (viii) The two (2) year City funded disability period (i.e., twenty-six (26) continuous weeks and 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 his/her expense. If the employee chooses not to purchase this period, it will not be considered eligible service.

Expedited Process

- 12.06(f) In the event that a difference arises relating to the interpretation, application or administration of said procedure clause 12.06(e), the following expedited dispute resolution procedure shall be followed:
- (i) either party shall have the right to refer the matter to the City's Director of Employee & Labour Relations and to the President of the Union, or their respective designates, 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:
 - W. Kaplan
 - L. Davie
 - D. Starkman
 - D. Randall
 - K. Petryshen
- (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.

Change of Marital Status or Dependents

- 12.7 Each employee shall report any changes in marital status or increase or decrease in dependents without delay, and if failure to report any such changes results in any overpayment by the City, the employee shall reimburse the City in the amount of such overpayment.

Benefits Monitoring Committee

- 12.8 A Benefits Monitoring Committee shall be established consisting of up to four (4) representatives from each of Local 79 and the City. This Committee shall be jointly chaired by the Director, Pension, Payroll and Employee Benefits, and the President of Local 79, or their designates.

The objective of the Committee will be to address issues of concern arising out of the administration of the benefit plan including the review of any special circumstances where employees incur extraordinary expenses within the parameters of the plan and to review the plan and, if the parties both agree, to make joint recommendations regarding the plan so as to ensure that it meets the needs of Local 79 and the City.

The Committee shall meet at the request of either party.

Benefit Plan Book

- 12.9 The City shall provide each employee a copy of the benefit plan book and shall provide updates when they occur. The City shall provide Local 79 with a copy of the benefit plan book and updates for proof-reading and comment prior to its distribution to employees.

Change in Carrier

- 12.10 Should there be a change of the carrier of any or all of the employee benefits set forth in this Article, such change of carrier shall not itself result in a change in benefit levels.

Benefit Utilization and Premium Rates

- 12.11 Six (6) weeks prior to the implementation of new premium rates, the City shall meet with Local 79 to discuss the criteria used to determine the new rates.

Within six (6) months after the end of each benefit year, the City will provide Local 79 with the utilization of the health and dental benefits, by category,

e.g. drugs, for the last year, as well as the underwriting arrangements and administrative charges.

Benefits Representative

12.12 Leave of absence, with pay, shall be granted to one (1) full-time Benefits Representative.

**LETTER OF INTENT
USE OF EMPLOYMENT INSURANCE REBATE**

The Union agrees to use the EI rebate to offset the cost of benefits.

CITY OF TORONTO POLICIES

The attached City of Toronto policies were in place at the time the City and Local 79 agreed to append them to the Memorandum of Agreement. For the most up-to-date version of these and other City of Toronto policies, please log on to the City of Toronto Intranet Website.

Policy Statement	The City of Toronto gives leaves to employees who are running for elected political office.
Application	All City of Toronto employees.
Definitions	Political Office: An elected office of a school board, municipal, regional, provincial or federal government.
Conditions	<p><i>Employees seeking election to City of Toronto Council</i></p> <p>An employee of the City of Toronto is eligible to be a candidate for and to be elected as a member of the City of Toronto Council.</p> <p>Any employee who is a candidate for office for the City of Toronto Council must take an unpaid leave of absence. The leave begins before the employee files his/her nomination papers and ends on voting day.</p> <p>The employee shall give his/her manager written notice at least two weeks in advance of his or her intention to take unpaid leave.</p> <p>These conditions are mandated by subsections 30(1), (2) and (3) of the <i>Municipal Elections Act, 1996</i>.</p> <p><i>Employees seeking election to other municipal councils and school boards</i></p> <p>An employee of the City of Toronto is eligible to be a candidate for and to be elected as a member of any school board or of any municipal council other than the City of Toronto Council.</p> <p>If an employee needs time off work, he/she may use available vacation or lieu time as well as unpaid time.</p> <p>If the employee intends to take unpaid leave, he/she must give his/her manager written notice at least two weeks in advance.</p> <p><i>Employees seeking election to provincial and federal office</i></p> <p>An employee of the City of Toronto is eligible to be a candidate for and to be elected as a member of the provincial or federal parliament.</p> <p>If an employee needs time off work, he/she must take an unpaid leave of absence. In this instance, the leave would begin before he/she files his/her nomination papers and ends on voting day.</p> <p>The employee shall give his/her manager written notice at least two weeks in advance of his or her intention to take unpaid leave.</p>

Employment Status after election

If the employee is elected to the City of Toronto Council, he or she shall be deemed to have resigned from employment immediately before making the declaration of office referred to in subsection 186 of the City of Toronto Act, 2006.

If an employee is elected to another municipal council or school board that employee is not required to resign but is subject to the City's Conflict of Interest and other employment policies and performance expectations, in addition to any external codes, policies, rules or regulations that may apply to them as elected officials.

If an employee is elected to provincial or federal office he/she is required to resign.

Use of corporate resources

Corporate resources and funding may not be used for any election campaign purposes.

Under the terms of the Conflict of Interest Policy, employees may not use, or permit the use of, items of City property, facilities, equipment, supplies or other resources for activities not associated with their work.

Under the terms of the City's Policy on Employee Participation in Municipal Election Campaigns, staff who are working on behalf of a municipal candidate may not use any of the City's resources (e.g. office equipment, supplies etc.) for campaigning activities at any time before, during or after the election. This prohibition also applies to the City employee if he/she is the candidate.

City staff who are on leave seeking election to any elected office cannot use, or act in a manner that could reasonably give rise to a presumption that they are using, any City resources during their campaign period. All access to City resources, including security, parking, voice-mail, and computer access will be temporarily disabled during the employee's leave.

Salary & Benefits

As mandated by subsection 30(3.1) of the Municipal Elections Act, 1996, any employee who is a candidate for office for the City of Toronto Council and is required to take an unpaid leave, is entitled to be paid out any vacation pay or overtime pay owing to the employee, during the period of the unpaid leave of absence. Employees wishing to have their vacation and lieu time paid out must give Payroll advance notice.

If an employee wants to maintain pension service credits he/she must pay both the employee's and City's pension contributions for the duration of the leave.

Non-union employees

Employees do not receive salary or benefits during an unpaid leave taken by the employee while seeking election to political office. If they wish to continue benefits coverage, they are required to pay both the City's and employee's health and insurance benefit premiums.

Sick pay

No sick time is accrued during the leave.

Vacation

Service is not affected by this leave for vacation entitlement purposes.

Performance Pay

Employees receive no across the board (ABI) increase or performance pay increase while on unpaid leave of absence. When the employee returns, he/she receives a prorated performance pay increase for the time worked prior to his/her unpaid leave based on his/her performance. Payroll adjusts the employee's pay to reflect any missed ABI increase(s), effective on the employee's return date.

Bargaining Unit employees

Bargaining unit employees' salary, benefits coverage, service, seniority, sick pay and vacation for unpaid leaves of absence are treated in accordance with their respective collective agreements.

Implementation An employee who is taking an unpaid leave of absence shall submit a Leave of Absence form at least two weeks before the leave begins to his/her manager. The reason for the leave of absence, i.e. seeking election to political office, shall be stated in the Comments section. The employee's manager submits the form to the Payroll Manager's attention in order to place the employee on an inactive status. Payroll addresses any payment and pension issues with the employee.

Approved by Executive Management Team

Date Approved July 29, 1999

Revised September 7, 2007

Family Medical Leave

Category: **Absence From Work**



Policy Statement The City of Toronto provides up to eight weeks unpaid Family Medical Leave to employees who need to take a leave to provide care and support to a family member who has a serious medical condition where there is a significant risk of death occurring within a period of 26 weeks.

Application This policy applies to all City of Toronto employees and shall be administered in accordance with the Employment Standards Act.

Definitions For the purpose of this policy, family member is defined as:

1. The employee's spouse (includes common law and same sex partner)
2. A parent, step-parent or foster parent of the employee
3. A child, step-child or foster child of the employee or the employee's spouse.
4. A brother or sister of the employee.
5. A grandparent of the employee or of the employee's spouse.
6. A grandchild of the employee or of the employee's spouse.
7. The father-in-law or mother-in-law of the employee.
8. A brother-in-law or sister-in-law of the employee.
9. A son-in-law or daughter-in-law of the employee or of the employee's spouse.
10. An uncle or aunt of the employee or of the employee's spouse.
11. The nephew or niece of the employee or of the employee's spouse.
12. The spouse of the employee's grandchild, uncle, aunt, nephew or niece.
13. A foster parent of the employee's spouse.
14. A person who considers the employee to be like a family member.

Note: In numbers 4 to 8 a reference to a relationship includes the corresponding "step" relationship.

Provide care and support: providing psychological or emotional support, arranging for care by a third party provider or directly providing or participating in the care of the family member.

Conditions *Requirement for medical certificate*

An employee is entitled to a leave of absence without pay of up to eight weeks to provide care or support to a family member, if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or a shorter period.

Duration of leave

When the health practitioner issues a certificate, an employee may take the Family Medical Leave within the 26-week period specified in the medical certificate. For example an employee may begin the leave as soon as the certificate is issued or may choose to wait to start the leave, as long as the leave does not extend beyond the designated end of the 26-week period.

The employee may remain on a leave for eight weeks or the last day of the week in which the family member dies.

The eight (8) weeks of a Family Medical Leave do not have to be taken consecutively but an employee may only take a leave in periods of entire weeks.

“Week” is defined for Family Medical Leave purposes as a period of seven consecutive days beginning on a Sunday and ending on a Saturday. Week is defined in this way to correspond with the beginning and end of the week set for Employment Insurance (EI) entitlement purposes.

Sharing the leave

If two or more employees (employed by the same or different organisations) take this leave to provide care and support for a specific family member, the eight weeks of Family Medical Leave must be shared between them. For example if one spouse takes six weeks to care for his or her child, the other spouse would be able to take only two weeks of Family Medical Leave.

Extension of leave

If employees request an extension beyond the eight weeks leave, they must submit a written request to their supervisor. The supervisor decides if this extension can be granted. If the request is approved, the extended leave can be covered by vacation, Voluntary Leave, Leave without Pay as well as personal leave provisions contained in the applicable collective agreements.

If an employee takes a leave and the family member does not die within 26 weeks, the employee may take another leave at a later time and requires another medical certificate for that purpose.

Employment Insurance Benefits

All employees covered under the Employment Standards Act are entitled to take a Family Medical Leave. Those employees who qualify can also access Compassionate Care Employment Insurance (EI) benefits for up to six weeks.

Subsequent leaves

In order to access these benefits, employees must serve a two-week unpaid waiting period.

Employees entitled to EI benefits can apply for employment insurance. Employees are required to provide a medical certificate to Employment Insurance in order to receive the benefit. The medical certificate can be found on the EI website.

Employment Insurance permits the sharing of the six-week benefit by two or more working members of the family. If the benefit is shared, only one employee serves the waiting period.

Employees may take the eight-week leave all at once or divide it into parts with a minimum of one-week segments.

Note: For details on eligibility on employment insurance benefits refer to the Employment Insurance (EI) Compassionate Care Benefits website (see link below)

Examples

- Jane takes leave from Sunday August 8th to October 2nd and returns to work on October 4th, having completed the eight-week leave with six weeks EI benefit.
- Abdul takes leave from August 8th to September 4th and returns to work on September 6th. (Four weeks: two-week waiting period and two-week leave with benefit). Abdul takes further leave from September 19th to October 2nd and returns to work October 4th (two-week leave with benefit). Abdul takes further leave from November 14th to November 27th and returns to work on November 29th (two-week leave with benefit).
- Julia takes leave from October 10th to October 30th and returns to work on November 1st. She takes three weeks leave with benefit. Her brother had previously taken leave with three weeks benefit and had served the waiting period.

The EI benefits can be paid regardless of where the family member lives. If employees are required to travel to other countries to look after a dying family member, they are still entitled to the benefit and can access the benefit by application through the Internet.

The EI benefit ends at the end of the week in which the person dies if this occurs during the benefit period.

Salary & Benefits

Benefits

Basic benefits coverage (health, dental, group life insurance, STD and LTD) continues during Family Medical Leave.

Benefit coverage for part-time employees continues to be on a pro-rated basis.

Employees are responsible for premiums that they would normally pay for benefits that are not covered by the basic plan, for example additional coverage for group life insurance.

Pension

If employees want to maintain pension service credits they must pay their pension contributions for the duration of the leave. The city will match these contributions.

Vacation

Employees' annual vacation entitlement is not affected by this leave.

Sick Pay

Employees, who accumulate sick leave credits, continue to earn sick credits during the period of leave.

Service and Seniority

Employees accumulate full service and seniority during the leave. However, Family Medical Leave days are not counted towards the completion of the probationary period.

Increments and Pay for Performance

Bargaining unit employees' increments are not affected by this leave.

Non-union employees receive the full merit level increase based on their performance for the duration of the Family Medical Leave. Any further leave without pay is subject to pro-ration of the merit level increase and market rate adjustment.

Implementation Notifying supervisors

Employees who wish to take Family Medical Leave must advise their managers/supervisors before taking the leave. If prior notice is not possible because of the urgency of the situation, employees should inform their managers/supervisors as soon as possible.

Employees must submit their requests in writing, stating:

- the date that they want to start their leave and the date when they expect to return to work
- the amount of leave requested and the scheduling e.g. eight weeks together; four weeks taken in weekly segments
- whether the employee is the only family member taking the leave and if sharing the leave with another family member how many weeks he/she is taking i.e. less than eight (8) weeks.

If employees are not sure when they will be returning to work, they should contact their supervisors at a later date to advise of their return to work. If there is a change in the return to work date, supervisors must e-mail the new return to work date to Payroll as soon as they receive the information from employees.

Information for Payroll

Supervisors must ensure that a Leave of Absence Request/Notification form is completed stating "Family Medical Leave" in the Comments section, Section B, and submit the form to Payroll. The payroll control clerk sends a Record of Employment form directly to the employee.

At the start of the leave, the Pensions, Payroll & Employee Benefits Division sends a letter to the employee to explain that benefits will be protected on condition that proof is submitted that the requested leave is a Family Medical Leave.

Employees who are collecting EI benefits must submit confirmation that their leaves have been approved by Employment Insurance by

– P10 –

sending the original EI pay stubs to Payroll as soon as they receive them and continue to provide the pay stubs as they are received.

Supervisors may ask an employee for a copy of the certificate as appropriate, for instance, in the situation where employees are not entitled to EI benefits because they do not have sufficient insurable hours. These employees must provide a certificate to their supervisor, from a qualified health practitioner stating that the employee's family member has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or a shorter period. This certificate should be attached to the form submitted to Payroll. The certificate can either be a copy of the certificate used for EI purposes (available from the EI website) or a note from the health practitioner with the relevant information.

The federal government has developed a "Compassionate Care Benefits Attestation" form that is required for those persons applying for the Employment Insurance Compassionate Care Benefit under the "like a family member" category. The form needs to be signed by the gravely ill person or his or her legal representative, confirming that the caregiver is "like a family member". In situations where the employee is applying for Family Medical Leave to care for a person who considers the employee to be like a family member, supervisors can request this document from an employee to confirm the employee's eligibility, regardless of whether the employee is applying for the Employment Insurance Compassionate Care Benefit.

Approved by Executive Management Team

Date Approved November 8, 2004

Revised December 6, 2006

First Aid Certification for Staff



Date Approved: October 18, 2002 **Approved by:** Parks and Recreation Directors
Source: Parks and Recreation
Category: Parks, Forestry and Recreation
Sub-cat: Recreation

Policy Statement All permanent full-time, Seasonal/Recall and Part-time Recreation Workers must have and maintain current first aid. Staff are required to provide proof of certification to ensure First Aid qualifications meet the policy requirements. It is the responsibility of Management Staff to ensure that staff have the required first aid certification as outlined in the chart below.

STAFF GROUP	FIRST AID CERTIFICATION	RECERTIFICATION
Permanent Staff (locals 416, 79, excluded, management)	Standard	Every 3 years
Seasonal/Recall Staff (locals 416, 79, casual, seasonal & recall staff in parks & facilities)	Standard	Every 3 years
Part-time Recreation Workers (local 79)	Standard -Aquatic staff (not Wading Pool & Deck Attendants) Standard -Senior P/T Staff Emergency - All other P/T Staff including deck & wading pool attendants	Every 3 years

**Contact Staff Support Units for WSIB first aid certification equivalents.

Definitions

Senior Part-time Staff – Part-time staff who have a responsibility for a staff group and program location; i.e. pool manager, camp director, program coordinator, location supervisor

Standard First Aid – 2 day course; 16 hrs

Emergency First Aid – 1 day course; 8 hrs

Current First Aid – First aid certification issued by a WSIB approved agency

WSIB Requirements

In accordance with the Workplace Safety and Insurance Board requirements (WSIB Regulation 1101); "the employer is responsible to ensure that each place of employment employing more than five workers at any one time must have at least one worker (staff) in charge of First Aid. This worker must be the holder of a valid St. John Ambulance Standard First Aid certificate or it's equivalent and work(s) in the immediate vicinity of the First Aid box."

ADMINISTRATION

Permanent & Seasonal/ Recall Staff

First aid certification is part of mandatory training for all permanent full-time and temporary (seasonal/recall) staff and is therefore provided by the city at no cost to the employee. Parks and Recreation will pay for certification costs.

Part-time Recreation Workers

First Aid certification for part-time recreation workers is a job requirement and is therefore the responsibility of the employee to secure and pay for certification. Reimbursement for the cost of re-certification is according to the guidelines outlined in article 27 of the Recreation Workers local 79 collective agreement. Staff Support Units will assist in providing staff with information on available courses.

TIMING & COMPLIANCE

All Staff

All staff must have current First Aid certification according to the chart in this policy.

Part-time Recreation Workers

All Recreation Workers must be certified **before** they start work. Only when there are extenuating circumstances such that hiring timelines do not allow staff to be certified by the first work shift, (i.e. last minute hirings, staff quit and replacements required immediately) Management Staff must ensure that Recreation Staff have part-time staff registered to attend the next available first aid session. Failure to meet the certification requirements in this policy will result in disciplinary action up to dismissal.

Policy Statement This policy allows employees who wish to take an extended period of leave for personal reasons to do so.

Application All employees listed below are eligible for Leave without pay.

- Non-union full-time permanent employees who have completed their probationary period
- CUPE local 79 employees
- CUPE local 416 employees

Definitions *Leave without Pay*: an authorized leave for up to a year without pay or benefits.

Conditions Employees may apply for a leave period of up to one year.

An employee must give notice of leave to his/her executive director/division head to give the division time to plan for the employee's extended absence. The minimum advance notice should be one month.

Employees may apply for a leave without pay at any time of the year.

The leave of absence must be approved by an employee's executive director/general manager/division head or designate. When he/she receives a request, he/she may:

- approve the request
- approve the request but defer the leave
- deny the request.

The executive director/general manager/division head or designate must send written approval, deferral or denial of the request to the applicant. If the request is deferred or denied he/she must explain the reasons to the employee and indicate whether the employee's request can be granted at some future date.

The executive director/general manager/division head or designate should evaluate applications on the basis of consistent criteria to ensure employees are treated in a fair and equitable manner. In a situation where a number of employees within the same division or section apply for leave at the same time the executive director/general manager/division head or designate may need more information to prioritize requests. Guidelines for Assessing Competing Requests are included in this policy under

the Implementation section.

The terms of the plan leave are documented and agreed to by both parties, when a leave is approved. This can be changed only by mutual consent.

Return from leave

An employee returning from leave without pay will return to his/her former position or a suitable alternate position if available.

While an employee is on leave a position may be filled with acting or temporary staff, or left vacant.

Implementation

Guidelines for Assessing Competing Requests for Leaves

On some occasions, two or more employees may request leaves at the same time. If it is not possible to accommodate all applicants, an attempt should be made to negotiate some satisfactory alternative schedule with the parties involved. If no satisfactory resolution can be obtained, the following criteria may be taken into account when making the decision.

Priority should be given to employees requesting a leave under the following circumstances:

- an employee plans to use the leave as a means of easing the transition to full retirement
- a leave is being requested on “compassionate” grounds, for example to provide care to an ill family member
- an employee has been appointed to a leadership position with a professional or volunteer organization, and requires a leave in order to take the position
- a leave has been requested for a specific time-dated activity that cannot easily be postponed (e.g. attendance at a course of studies).

The executive director/general manager/division head or designate may also wish to take the following factors into account when determining priority among competing requests:

- a leave date has been requested to co-ordinate with that of other family members
- a leave date has been requested to provide for a specifically seasonal activity.

If it is not possible to resolve the situation given these factors, it is recommended that an objective criterion such as date of application be used to determine priority.

Salary & Benefits

Benefits

This is a leave without pay and at no cost to the city. An employee has the option of discontinuing benefits or maintaining all benefits coverage at his/her own expense. An election form must be completed prior to the commencement of the leave and the employee must pay the benefit premiums before the leave begins.

OMERS Pension

A leave without pay is a break in service. If an employee wants to maintain pension service credits he/she must pay both the employee's and city's pension contributions for the duration of the leave. An election form will be forwarded to the employee following the completion of the leave.

Vacation

Vacation is reduced for the period of the leave taken, on a pro-rated basis. For example, if an employee is on leave for six months he/she does not earn any vacation during the period on leave but earns vacation for the balance of that year. The period of leave is not counted towards service requirements for calculating increases in vacation entitlements.

Canada Pension Plan and Employment Insurance

On a leave without pay an employee does not contribute to the Canada Pension Plan or employment insurance and the leave period is not counted as insurable employment. If this is of concern to an employee he/she should check the implications of his/her particular situation by contacting his/her local Employment Insurance Commission office.

Sick pay

No sick pay is accrued during the leave.

Approved by	Workforce Strategy Team for the Executive Management Team.
Date Approved	April 12, 2001
Revised	September 30, 2005

Policy Statement The City of Toronto supports employees who want to participate in the military reserve force and allows them to take a leave of absence to fulfill their reserve duties.

Application All employees listed below are eligible for Military Service leave.

- Non-union employees
- CUPE local 416 employees
- CUPE local 79 employees

Conditions Employees can take a leave of absence with pay, for the two week period of absence, to attend the Canadian Armed Forces Reserve Training Program.

The maximum period of absence is two weeks in a calendar year.

Employees applying for leave must provide their executive director/general manager/division head or designate with a letter of support from their commanding officer.

Salary & Benefits Employees are paid their regular pay provided they submit any compensation received for military service to the city treasurer, unless this compensation is paid for days they are not scheduled to work.

Compensation received for travelling expenses and meal allowance does not have to be returned to the city.

All benefits continue during the leave.

An employee's service is not affected by the leave. An employee's vacation entitlement, and pension credit do not change.

Approved by Senior Management Team

Date Approved July 29, 1999

Revised September 30, 2005

CITY OF TORONTO PROCEDURES

Request for Parking for Employees with a Disability

The City of Toronto is committed to its accommodation responsibilities in accordance with the Ontario Human Rights Code. The City will accommodate people with disabilities who require parking, to the point of undue hardship and in a manner that respects their dignity.

Procedure

Employees with disabilities who are not allocated a free parking space under existing criteria will be considered for a parking space based on the following factors:

The applicant has a disability which can be either permanent or temporary

- The applicant cannot walk unassisted for more than 200 metres (218 yards) in eight minutes or less without great difficulty or danger to his or her health or safety (the Ministry of Transportation Disabled Parking Permit requirements)
- The use of any form of public transportation including Wheel Trans is not a viable option
- For the purpose of obtaining disabled parking privileges, employees will be placed in one of two categories.

Permanent:

- An employee in this category will be considered for a parking space upon review of medical documentation by Employee Health and Rehabilitation (EH&R). The employee will not require any further proof of disability.

Temporary:

- An employee in this category will be considered for a parking space for a limited time upon review of medical documentation by EH&R. The employee will be subject to reassessment if extensions are requested.

Applications are available at:

Employee Health and Rehabilitation Services
100 Queen Street West, Lower Level East
Toronto, Ontario M5H 2N2

(416) 392-7330

Once your request has been approved the attached form will be completed by EH&R.

City of Toronto, Application

Parking for Employees with Disabilities

Dear

Your application for Disabled Parking will be reviewed by Employee Health and Rehabilitation (EH&R). You may be asked to attend an appointment for an assessment by the City's occupational health physician or physiotherapist.

If your application is granted, a recommendation will be made to Facilities & Real Estate and you will be notified of the decision in writing.

Please complete the following authorization and have your physician complete the bottom section of this form and forward the completed form to, EH&R, City Hall, Lower Level (Fax #: 416-392-1788).

To be completed by employee:

Date: Full name: Employee No:

License Plate No: Division: Business No:

Work location(s):

I authorize EH&R to communicate with my physician if further clarification is required.

Signature of Employee

.....

To be completed by employee's physician:

Dear Dr.

This is to inform you that Mr./Mrs./Ms..... has applied for disabled parking at his/her place of employment, the City of Toronto. In order to make a determination for approval EH&R, City of Toronto, requires the following information:

What is the diagnosis?

How does the diagnosis impact on the patient's ability to use public transit?

.....

Does the applicant have a permanent disability (loss of function)? Yes No

Is this a temporary disability? Yes No

If this is a temporary disability, for what period of time is the accommodation required?

Is the applicant unable to walk unassisted for more than 200 meters (218 yards) in eight minutes or less without great difficulty or danger

to his or her health? Yes No

(Ministry of Transportation Disabled Parking Permit requirement)

Comments:

All medical information is kept strictly confidential in our files.

Doctor's Name Tel #

Address

Signature..... Date

Thank you for your assistance. If you have any questions, contact EH&R at 416-392-7330.

Working Alone Safely



Policy for Working Alone Safely

Category: **Health and Safety**

Sub-Category: **General**

Policy Statement The City of Toronto will provide a safe work environment for its employees. In doing so, the City will take all reasonable and practical measures to eliminate or minimize injury or incident risks associated with the nature of the work performed when employees work alone. The intent of this policy is to protect workers from probable risk of injury from health and safety hazards because of working alone. Potential violence hazards that exist for employees who work alone are addressed in the **Workplace Violence** policy.

Application This policy applies to all City of Toronto employees.

Definition *Working Alone*: to work alone at any time in the shift where assistance is not readily available from a coworker or expected from a member of the public when needed in the normal course of duties or in the event of an injury, illness or emergency

Responsibilities Management Staff of Divisions will:

- Communicate this policy and its procedures to employees who work alone
- Conduct a hazard assessment to identify existing or potential hazards related to the nature of the work or the work environment given the circumstances of the work when working alone
- Take all reasonable and practical steps to minimize or eliminate identified injury or incident risks
- In cases where hazards are identified, establish an effective means of communication between the employee and persons capable of responding to the employee's needs
- Consult with JHSCs in conducting hazard assessments, investigating incidents and developing practical steps to minimize or eliminate identified risks
- Conduct further hazard assessments at intervals of time appropriate to the changing conditions and circumstances of the worker's job (e.g., changes in work organization, physical environment or equipment and tools)
- Annually review the effectiveness of the hazard controls and procedures and make improvements as required

Human Resources Health and Safety Consultants will:

- Assist management staff to implement this policy, develop divisional procedures, and review the policy and procedures

annually

Joint Health and Safety Committees will:

- Review the hazard assessment results and provide recommendations to management to reduce and minimize the injury or incident risks
- Participate in critical injury investigations, review injury/accident and incident reports, and recommend corrective measures
- Respond to employee concerns related to working alone and communicate these to management

All employees will:

- Maintain a safe work environment and take every reasonable precaution when working alone.

Occupational Health and Safety Coordinating Committee will:

- Review annually the effectiveness of the policy and guidelines and make changes as required by consulting with management staff and employee representatives

Authorities	Occupational Health and Safety Act of Ontario (R.S.O. 1990, c. 0.1) City of Toronto Corporate Occupational Health and Safety Policy (1999)
Approved by	Occupational Health and Safety Coordinating Committee (OHSCC), October 30, 2001 Executive Management Team (EMT), February 18, 2002
Date Approved	February 18, 2002
Review Date	December 2003

Policy Statement The City of Toronto is committed to working with its employees to provide a safe work environment. The City will not tolerate any acts of violence and will take all reasonable and practical measures to prevent violence and protect employees from acts of violence. Appropriate remedial, disciplinary, and/or legal action will be taken according to the circumstances.

Definition For the purpose of this policy, **Violence** includes but is not limited to:

- Physical acts (e.g., hitting, shoving, pushing, kicking, sexual assault)
- Any threat, behaviour or action which is interpreted to carry the potential to harm or endanger the safety of others, result in an act of aggression, or destroy or damage property
- Disruptive behaviour that is not appropriate to the work environment (e.g., yelling, swearing)

The City's Human Rights and Harassment policy addresses workplace violence related to harassment or intimidation (e.g., behaviours that demean, embarrass, or humiliate and are known or would be expected to be unwelcome).

Responsibilities All employees are responsible for preventing and reporting acts of violence that threaten or perceive to threaten a safe work environment.

Management Staff of Divisions will:

- Understand and uphold the principles of this policy
- Communicate this policy and its procedures to all employees
- Conduct workplace violence hazard assessments to determine whether the nature of the work or the work environment places, or may place, employees at risk of violence
- Consult with Joint Health & Safety Committees (JHSCs), assigned Human Resources health & safety consultants, and where appropriate, Corporate Security, in conducting hazard assessments, and develop practical steps to minimize or eliminate identified risks
- Take all reasonable and practical measures to minimize or eliminate risks identified through the hazard assessment process, workplace inspections, or the occurrence of an incident

- Conduct further hazard assessments at intervals of time appropriate to the specific conditions and circumstances of the jobs performed
- Establish a process for reporting, investigating, documenting, and debriefing incidents of violence
- Respond promptly to all reports of violence, address immediately all incidents of workplace violence, and not condone or permit any behaviour contrary to this policy. Exceptions to this must be clearly defined in the divisional procedures, describing specific behaviours that are unacceptable (e.g., unacceptable behaviours among a specific client group such as young children or clients with developmental, cognitive, or psychiatric disabilities). This exception must be communicated to staff and must not condone physical assaults against staff.
- Ensure that all known incidents of workplace violence are investigated and to the extent appropriate based on the nature of each incident and the actual or potential threat it posed to worker safety:
 - o consult with other parties (e.g., Corporate Security, Health & Safety consultants, JHSCs, Employee Assistance, Human Rights office, Toronto Police Services)
 - o take all reasonable and practical measures to minimize or address risks identified by the incident
 - o document the incident, its investigation, and corrective action taken
- Take all reasonable and practical measures to protect workers, acting in good faith, who report workplace violence or act as witnesses, from reprisal or further violence
- Review hazard assessments annually, or as changes to job responsibilities or environments occur, and revise the assessment as needed
- Review annually, in conjunction with review of hazard assessments, the effectiveness of actions taken to minimize or eliminate workplace violence and make improvements to divisional procedures, as required

Human Resources Health and Safety Consultants will:

- Assist management staff to implement this policy, develop divisional procedures, and initiate the annual review the policy and procedures

Joint Health and Safety Committees will:

- Review the Workplace Violence Hazard Assessment results and provide recommendations to management to reduce or eliminate the risk of violence

- Review all reports forwarded to the JHSC regarding workplace violence and other incident reports as appropriate pertaining to incidents of workplace violence that result in personal injury or threat of personal injury, property damage, or police involvement
- Participate in the investigation of critical injuries (e.g., incidents that place life in jeopardy, result in substantial blood loss, fracture of leg or arm, etc.)
- Recommend corrective measures for the improvement of the health and safety of workers
- Respond to employee concerns related to workplace violence and communicate these to management
- Participate in the review of the policy and guidelines for continuous improvement
- In addition, JHSCs may participate in the investigation of reported incidents that result in personal injury or have the potential to result in injury.

Occupational Health and Safety Coordinating Committee will:

- Review annually the effectiveness of the policy and guidelines and make changes as required by consulting with management staff and employee representatives

All Employees will:

- Maintain a safe work environment, whenever possible
- Not engage in or ignore violent, threatening, intimidating or other disruptive behaviours
- Report promptly to their supervisor (or the appropriate alternative listed in the attached guidelines) any incident where the employee is subjected to, witnesses, or has knowledge of workplace violence, or has reason to believe that workplace violence may occur

Reprisal

This policy prohibits reprisals against individuals, acting in good faith, who report incidents of workplace violence or act as witnesses. Management will take all reasonable and practical measures to prevent reprisals, threats of reprisal, or further violence. Reprisal is defined as any act of retaliation, either direct or indirect.

Authorities	Occupational Health and Safety Act of Ontario (R.S.O. 1990, c. 0.1) Criminal Code of Canada (1985) Ontario Human Rights Code (R.S.O. 1990, c. H.19, s. 5(1)) City of Toronto Corporate Occupational Health and Safety Policy (1999) City of Toronto Human Rights and Harassment Policy (1998)
Guidelines	<u>Guidelines for Implementing the Workplace Violence Policy</u>
Approved by	Occupational Health and Safety Coordinating Committee (OHSCC), October 30, 2001 Executive Management Team (EMT), February 18, 2002
Date Approved	February 18, 2002
Review Date	December 2003

**WAGE SCHEDULES
LOCAL 79 RECREATION WORKERS – PART-TIME UNIT
AND
CITY OF TORONTO**

The following is the wage schedule (Schedule 1) for the years – January 1, 2012 – December 31, 2012, January 1, 2013– December 31, 2013, January 1, 2014 – December 31, 2014 and January 1, 2015 – December 31, 2015. The wage rate schedule in effect on December 31, 2011 is included for information purposes only.

The parties understand and agree that errors and omissions shall be identified at the earliest opportunity and, if unresolved, any dispute may be the subject of a grievance or an action at the Ontario Labour Relations Board.

The wage and salary information is based on positions in effect as of January 1st, 2012. Any change to the position information and rates set out in this Schedule, subsequent to the January 1st date, will be added upon renewal of the Collective Agreement.

L79 RECREATION WORKERS

2011 to 2012 Wage Rates

Note: 2011/2012 Rates as per Payroll Tables

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Camps	Assistant Camp Counsellor/Playground Leader (SAP shortened title: Asst Camp Counsellor/Playground Leader)	7R	TR0021	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Camps	Camp Inventory & Equipment Clerk	7R	TR0022	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Strategic Services - Toronto Island Recreation	Franklin Children's Garden Attendant	7R	TR0120	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Recreation Support	Gatekeeper	7R	TR0071	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Recreation Support	Hallway Monitor	7R	TR0072	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Strategic Services - Toronto Island Recreation	Information Booth Attendant	7R	TR0121	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
	Recreation Worker Default	7R	REC000	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Sports	Scorekeeper	7R	TR0102	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Strategic Services - Toronto Island Recreation	Tram Tour Guide	7R	TR0122	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Sports	Assistant Sports Instructor	7R	TR0103	2	7R02	80	01	\$10.71	\$10.71
Culture - Arts	Audio Visual Technician Assistant	7R	TR0035	2	7R02	80	01	\$10.71	\$10.71
Culture - Museums	Building Attendant	7R	TR0043	2	7R02	80	01	\$10.71	\$10.71
Strategic Services - Curling Club	Building Attendant/Rink Attendant	7R	TR0115	2	7R02	80	01	\$10.71	\$10.71
Parks Development and Infrastructure Management (PDIM) - Facilities Management	Facility Attendant	7R	TR0069	2	7R02	80	01	\$10.71	\$10.71
Strategic Services - Toronto Island Recreation	Fishing Attendant	7R	TR0123	2	7R02	80	01	\$10.71	\$10.71
Skate	Rink Guard	7R	TR0075	2	7R02	80	01	\$10.71	\$10.71
Aquatics	Aquatic Program Assistant	7R	TR0004	3	7R03	80	01	\$11.24	\$11.24
Ski	Park Attendant	7R	TR0084	3	7R03	80	01	\$11.24	\$11.24

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Skate	Skate Programs Assistant Instructor	7R	TR0076	3	7R03	80	01	\$11.24	\$11.24
Ski	Ski/Snowboard Assistant Instructor	7R	TR0083	3	7R03	80	01	\$11.24	\$11.24
Sports	Sports Monitor	7R	TR0104	3	7R03	80	01	\$11.24	\$11.24
Aquatics	Wading Pool Attendant	7R	TR0005	3	7R03	80	01	\$11.24	\$11.24
Fitness	Weight Room Attendant	7R	TR0055	3	7R03	80	01	\$11.24	\$11.24
Arts	Assistant Art Instructor	7R	TR0014	4	7R04	80	01	\$11.77	\$11.77
Camps	Camp Buildings & Grounds Coordinator	7R	TR0023	4	7R04	80	01	\$11.77	\$11.77
Ski	Lift Operator	7R	TR0086	4	7R04	80	01	\$11.77	\$11.77
	Parking Attendant (new Sept 1,2012)	7R	TR0136	4	7R04	80	01	\$0.00	\$11.77
Staff Support	Part-Time Program Clerk	7R	TR0111	4	7R04	80	01	\$11.77	\$11.77
Customer Service	Permit Monitor	7R	TR0048	4	7R04	80	01	\$11.77	\$11.77
Ski	Rental Shop Technician	7R	TR0085	4	7R04	80	01	\$11.77	\$11.77
Strategic Services - Toronto Island Recreation	Tram Driver	7R	TR0124	4	7R04	80	01	\$11.77	\$11.77
Skate	Leisure Skate Location Assistant In-Charge (SAP shortened title: Leisure Skate Location Asst In-Charge)	7R	TR0077	5	7R05	80	01	\$12.30	\$12.30

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Parks Development and Infrastructure Management (PDIM) - Facilities Management	Park Stadiums/Rink Facility Attendant In-Charge (SAP shortened title: Park Stadium/Rink Facility Att In-Charge)	7R	TR0070	5	7R05	80	01	\$12.30	\$12.30
Recreation Support	Permit Hall Convenor	7R	TR0073	5	7R05	80	01	\$12.30	\$12.30
Early Years/Children	Preschool & Children Program Leader	7R	TR0050	5	7R05	80	01	\$12.30	\$12.30
Ski	Ski Patrol Attendant	7R	TR0087	5	7R05	80	01	\$12.30	\$12.30
Adapted & Integration	Special Needs Program Staff	7R	TR0001	5	7R05	80	01	\$12.30	\$12.30
Camps	Camp Counsellor/ Playground Leader	7R	TR0024	6	7R06	80	01	\$12.83	\$12.83
Youth/Leadership	Community Youth Leader	7R	TR0130	6	7R06	80	01	\$12.83	\$12.83
Strategic Services - Curling Club	Curling Assistant Ice Technician/Facility Operator (SAP shortened title: Curling Asst Ice Tech/ Facility Operator)	7R	TR0116	6	7R06	80	01	\$12.83	\$12.83
Strategic Services - Toronto Island Recreation	Franklin Children's Garden Instructor	7R	TR0125	6	7R06	80	01	\$12.83	\$12.83

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Staff Support	Administrative Assistant	7R	TR0112	7	7R07	80	01	\$13.36	\$13.36
Ski	Assistant Lift Coordinator	7R	TR0088	7	7R07	80	01	\$13.36	\$13.36
Camps	First Aid Coordinator	7R	TR0025	7	7R07	80	01	\$13.36	\$13.36
Fitness	Fitness Centre Staff	7R	TR0056	7	7R07	80	01	\$13.36	\$13.36
Culture - Arts	Office Assistant	7R	TR0036	7	7R07	80	01	\$13.36	\$13.36
Parks Youth	Parks Youth Leader	7R	TR0067	7	7R07	80	01	\$13.36	\$13.36
Staff Support	Payroll Time Entry Assistant	7R	TR0113	7	7R07	80	01	\$13.36	\$13.36
Customer Service	Recreation Customer Service Representative (SAP shortened title: Recreation Customer Service Rep)	7R	TR0049	7	7R07	80	01	\$13.36	\$13.36
Ski	Rental Shop Assistant Coordinator	7R	TR0089	7	7R07	80	01	\$13.36	\$13.36
Sports	Sports Organizer	7R	TR0105	7	7R07	80	01	\$13.36	\$13.36
Ski	Assistant Ski Patrol Coordinator	7R	TR0091	8	7R08	80	01	\$14.55	\$14.55
Ski	Assistant Snow Centre Administrator	7R	TR0090	8	7R08	80	01	\$14.55	\$14.55
Strategic Services - Toronto Island Recreation	Boathouse Attendant	7R	TR0126	8	7R08	80	01	\$14.55	\$14.55
Recreation Support	Facility In-Charge	7R	TR0074	8	7R08	80	01	\$14.55	\$14.55

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Skate	Leisure Skate Location In-Charge	7R	TR0078	8	7R08	80	01	\$14.55	\$14.55
Aquatics	Lifeguard	7R	TR0006	8	7R08	80	01	\$14.55	\$14.55
Early Years/ Children	Preschool & Children Program Instructor	7R	TR0051	8	7R08	80	01	\$14.55	\$14.55
Strategic Services - Toronto Island Recreation	Ropes Challenge Course Program Staff	7R	TR0127	8	7R08	80	01	\$14.55	\$14.55
Sports	Sports Instructor	7R	TR0106	8	7R08	80	01	\$14.55	\$14.55
Strategic Services - Toronto Island Recreation	Boathouse In-Charge	7R	TR0128	9	7R09	80	01	\$15.73	\$15.73
Arts	Children's Arts & Crafts Instructor	7R	TR0015	9	7R09	80	01	\$15.73	\$15.73
Parks-Standards & Innovation - Children's Gardens	ECO Program Instructor	7R	TR0064	9	7R09	80	01	\$15.73	\$15.73
Camps	Leadership Development Coordinator	7R	TR0026	9	7R09	80	01	\$15.73	\$15.73
Older Adult	Older Adult General Interest Convenor	7R	TR0061	9	7R09	80	01	\$15.73	\$15.73
Skate	Skate Programs Instructor	7R	TR0079	9	7R09	80	01	\$15.73	\$15.73
Ski	Ski & Snowboard Instructor	7R	TR0092	9	7R09	80	01	\$15.73	\$15.73

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Ski	Ski Park Coordinator	7R	TR0093	9	7R09	80	01	\$15.73	\$15.73
Culture - Arts	Specialty Arts Camp Leader	7R	TR0037	9	7R09	80	01	\$15.73	\$15.73
Aquatics	Swim Instructor	7R	TR0007	9	7R09	80	01	\$15.73	\$15.73
Aquatics	Wading Pool Co-ordinator	7R	TR0135 Delimited Oct.26/12	9	7R09	80	01	\$15.73	\$15.73
Strategic Services - Curling Club	Bartender - Curling Club	7R	TR0117	10	7R10	80	01	\$16.90	\$16.90
Camps	Camp Specialty Instructor	7R	TR0027	10	7R10	80	01	\$16.90	\$16.90
Youth/Leadership	Community Youth Supervisor	7R	TR0131	10	7R10	80	01	\$16.90	\$16.90
Culture - Museums	Education Assistant	7R	TR0045	10	7R10	80	01	\$16.90	\$16.90
Fitness	Fitness Consultant	7R	TR0057	10	7R10	80	01	\$16.90	\$16.90
Youth/Leadership	Leader In Training Instructor	7R	TR0132	10	7R10	80	01	\$16.90	\$16.90
Skate	Leisure Skate Coordinator	7R	TR0080	10	7R10	80	01	\$16.90	\$16.90
Ski	Lift Coordinator	7R	TR0095	10	7R10	80	01	\$16.90	\$16.90
Culture - Museums	Museum Program Instructor	7R	TR0044	10	7R10	80	01	\$16.90	\$16.90
Ski	On-Snow Coordinator	7R	TR0094	10	7R10	80	01	\$16.90	\$16.90
Parks Youth	Parks Youth Coordinator	7R	TR0068	10	7R10	80	01	\$16.90	\$16.90
Aquatics	Part Time Pool In-Charge	7R	TR0009	10	7R10	80	01	\$16.90	\$16.90
Early Years/ Children	Preschool & Children Program Coordinator	7R	TR0052	10	7R10	80	01	\$16.90	\$16.90

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Staff Support	Trainer Part-Time Staff	7R	TR0114	10	7R10	80	01	\$16.90	\$16.90
Arts	Adult/Older Adult Crafts & Hobby Instructor (SAP shortened title: Adult/Older Adult Craft/Hobby Instructor)	7R	TR0016	11	7R11	80	01	\$18.71	\$18.71
Aquatics	Aquatic Specialty Instructor	7R	TR0011	11	7R11	80	01	\$18.71	\$18.71
Camps	Camp Location Coordinator	7R	TR0028	11	7R11	80	01	\$18.71	\$18.71
Camps	Camp Naorca Claireville Camp Assistant Director (SAP shortened title: Camp Naorca/Claireville Camp Asst Dir)	7R	TR0029	11	7R11	80	01	\$18.71	\$18.71
CAN-BIKE	CAN-BIKE Instructor	7R	TR0032	11	7R11	80	01	\$18.71	\$18.71
Parks-Standards & Innovation - Children's Gardens	ECO Program Expansion Specialist	7R	TR0065	11	7R11	80	01	\$18.71	\$18.71
Strategic Services - Curling Club	Head Bartender - Curling Club	7R	TR0119	11	7R11	80	01	\$18.71	\$18.71

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Strategic Services - Curling Club	Head Ice Technician/ Facility Operator Curling Rinks (SAP Shortened title: Head Ice Tech/Facility Op Curling Rinks)	7R	TR0118	11	7R11	80	01	\$18.71	\$18.71
Sports	Head Instructor	7R	TR0107	11	7R11	80	01	\$18.71	\$18.71
Older Adult	Older Adult Community Coordinator	7R	TR0062	11	7R11	80	01	\$18.71	\$18.71
Older Adult	Older Adult Program Coordinator	7R	TR0063	11	7R11	80	01	\$18.71	\$18.71
Arts	Performing Arts Instructor	7R	TR0017	11	7R11	80	01	\$18.71	\$18.71
Ski	Rental Shop Coordinator	7R	TR0096	11	7R11	80	01	\$18.71	\$18.71
Skate	Skate Programs Head Instructor	7R	TR0081	11	7R11	80	01	\$18.71	\$18.71
Ski	Ski Patrol Coordinator	7R	TR0098	11	7R11	80	01	\$18.71	\$18.71
Adapted & Integration	Special Needs Camp/ Program Director	7R	TR0002	11	7R11	80	01	\$18.71	\$18.71
Strategic Services - Toronto Island Recreation	Specialty Area Coordinator	7R	TR0129	11	7R11	80	01	\$18.71	\$18.71

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Culture - Arts	Specialty Arts Camp Coordinator	7R	TR0038	11	7R11	80	01	\$18.71	\$18.71
Ski	Specialty Ski/Snowboard Instructor	7R	TR0097	11	7R11	80	01	\$18.71	\$18.71
Ski	Specialty Ski/Snowboard Program Coordinator (SAP shortened title: Specialty Ski/Snowboard Program Coord)	7R	TR0099	11	7R11	80	01	\$18.71	\$18.71
Sports	Sports Programs Coordinator	7R	TR0108	11	7R11	80	01	\$18.71	\$18.71
Camps	Camp Area Coordinator	7R	TR0030	12	7R12	80	01	\$20.52	\$20.52
CAN-BIKE	CAN-BIKE Instructor Trainer	7R	TR0033	12	7R12	80	01	\$20.52	\$20.52
Culture - Arts	Child Youth Art Instructor	7R	TR0039	12	7R12	80	01	\$20.52	\$20.52
Arts	Dance Instructor	7R	TR0018	12	7R12	80	01	\$20.52	\$20.52
Parks-Standards & Innovation - Children's Gardens	ECO Program Coordinator	7R	TR0066	12	7R12	80	01	\$20.52	\$20.52
Culture - Museums	Historical Interpreter	7R	TR0046	12	7R12	80	01	\$20.52	\$20.52
Arts	Music Instructor	7R	TR0019	12	7R12	80	01	\$20.52	\$20.52

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Culture - Arts	Pottery Technician	7R	TR0041	12	7R12	80	01	\$20.52	\$20.52
Early Years/ Children	Preschool & Children Area/Multiple Program Coordinator (SAP shortened title: Preschool & Children/ Multiple Prgm Coord)	7R	TR0053	12	7R12	80	01	\$20.52	\$20.52
Early Years/ Children	Preschool & Children Program Specialist	7R	TR0054	12	7R12	80	01	\$20.52	\$20.52
Culture - Arts	Program Coordinator	7R	TR0040	12	7R12	80	01	\$20.52	\$20.52
Arts	Visual Arts Instructor	7R	TR0020	12	7R12	80	01	\$20.52	\$20.52
Aquatics	Aquatic Examiner	7R	TR0012	13	7R13	80	01	\$22.36	\$22.36
Camps	Camp Naorca Claireville Camp Director (SAP shortened title: Camp Naorca/Claireville Camp Director)	7R	TR0031	13	7R13	80	01	\$22.36	\$22.36
CAN-BIKE	CAN-BIKE Program Coordinator	7R	TR0034	13	7R13	80	01	\$22.36	\$22.36
Sports	City-Wide Sports Convenor	7R	TR0109	13	7R13	80	01	\$22.36	\$22.36
Aquatics	Part Time Aquatic Coordinator	7R	TR0013	13	7R13	80	01	\$22.36	\$22.36

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Skate	Skate Programs Coordinator	7R	TR0082	13	7R13	80	01	\$22.36	\$22.36
Ski	Snow Centre Administrator	7R	TR0100	13	7R13	80	01	\$22.36	\$22.36
Ski	Snow School Coordinator	7R	TR0101	13	7R13	80	01	\$22.36	\$22.36
Adapted & Integration	Special Needs Area Coordinator	7R	TR0003	13	7R13	80	01	\$22.36	\$22.36
Sports	Specialty Sports Instructor	7R	TR0110	13	7R13	80	01	\$22.36	\$22.36
Youth/Leadership	Youth Leadership Program Coordinator	7R	TR0133	13	7R13	80	01	\$22.36	\$22.36
Youth/Leadership	Youth Program Coordinator	7R	TR0134	13	7R13	80	01	\$22.36	\$22.36
Culture - Arts	Adult Art Instructor	7R	TR0042	14	7R14	80	01	\$24.17	\$24.17
Culture - Museums	Senior Historical Interpreter	7R	TR0047	14	7R14	80	01	\$24.17	\$24.17
	No Incumbents			15			01	\$26.00	\$26.00
	No Incumbents			16			01	\$27.82	\$27.82
Aquatics	Aqua Fitness Instructor	7R	TRMR08		7RM1	80	01	\$24.12	\$24.12
Fitness	Fitness Instructor	7R	TRMR58		7RM1	80	01	\$24.12	\$24.12

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2011 Rate Updated on Tables effective Feb 13, 2012	January 1, 2012 (2011 + 0.00%)
Fitness	Personal Trainer	7R	TRMR59		7RM1	80	01	\$24.12	\$24.12
Aquatics	Specialty Aqua Fitness Instructor	7R	TRMR10		7RM2	80	01	\$28.71	\$28.71
Fitness	Specialty Fitness Instructor	7R	TRMR60		7RM2	80	01	\$28.71	\$28.71

Note: As per MOA dtd Feb 2, 2012, the five (5) harmonized job classifications that are driven by labour market realities are to receive the ABI for 2013, 2014 & 2015. I.E. TRMR08, TRMR10, TRMR58, TRMR59 & TRMR60

L79 RECREATION WORKERS

2012 to 2013 Wage Rates

Note: 2012/2013 Rates as per Payroll Tables

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2012 (2011 + 0.00%)	January 1, 2013 (2011 + 0.50%)
Camps	Assistant Camp Counsellor/Playground Leader (SAP shortened title: Asst Camp Counsellor/Playground Leader)	7R	TR0021	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Camps	Camp Inventory & Equipment Clerk	7R	TR0022	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Strategic Services - Toronto Island Recreation	Franklin Children's Garden Attendant	7R	TR0120	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Recreation Support	Gatekeeper	7R	TR0071	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Recreation Support	Hallway Monitor	7R	TR0072	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Strategic Services - Toronto Island Recreation	Information Booth Attendant	7R	TR0121	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
	Recreation Worker Default	7R	REC000	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2012 (2011 + 0.00%)	January 1, 2013 (2011 + 0.50%)
Sports	Scorekeeper	7R	TR0102	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Strategic Services - Toronto Island Recreation	Tram Tour Guide	7R	TR0122	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage
Sports	Assistant Sports Instructor	7R	TR0103	2	7R02	80	01	\$10.71	\$10.76
Culture - Arts	Audio Visual Technician Assistant	7R	TR0035	2	7R02	80	01	\$10.71	\$10.76
Culture - Museums	Building Attendant	7R	TR0043	2	7R02	80	01	\$10.71	\$10.76
Strategic Services - Curling Club	Building Attendant/Rink Attendant	7R	TR0115	2	7R02	80	01	\$10.71	\$10.76
Parks Development and Infrastructure Management (PDIM) - Facilities Management	Facility Attendant	7R	TR0069	2	7R02	80	01	\$10.71	\$10.76
Strategic Services - Toronto Island Recreation	Fishing Attendant	7R	TR0123	2	7R02	80	01	\$10.71	\$10.76
Skate	Rink Guard	7R	TR0075	2	7R02	80	01	\$10.71	\$10.76
Aquatics	Aquatic Program Assistant	7R	TR0004	3	7R03	80	01	\$11.24	\$11.30
Ski	Park Attendant	7R	TR0084	3	7R03	80	01	\$11.24	\$11.30

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2012 (2011 + 0.00%)	January 1, 2013 (2011 + 0.50%)
Skate	Skate Programs Assistant Instructor	7R	TR0076	3	7R03	80	01	\$11.24	\$11.30
Ski	Ski/Snowboard Assistant Instructor	7R	TR0083	3	7R03	80	01	\$11.24	\$11.30
Sports	Sports Monitor	7R	TR0104	3	7R03	80	01	\$11.24	\$11.30
Aquatics	Wading Pool Attendant	7R	TR0005	3	7R03	80	01	\$11.24	\$11.30
Fitness	Weight Room Attendant	7R	TR0055	3	7R03	80	01	\$11.24	\$11.30
Arts	Assistant Art Instructor	7R	TR0014	4	7R04	80	01	\$11.77	\$11.83
Camps	Camp Buildings & Grounds Coordinator	7R	TR0023	4	7R04	80	01	\$11.77	\$11.83
Ski	Lift Operator	7R	TR0086	4	7R04	80	01	\$11.77	\$11.83
	Parking Attendant (new Sept 1,2012)	7R	TR0136	4	7R04	80	01	\$11.77	\$11.83
Staff Support	Part-Time Program Clerk	7R	TR0111	4	7R04	80	01	\$11.77	\$11.83
Customer Service	Permit Monitor	7R	TR0048	4	7R04	80	01	\$11.77	\$11.83
Ski	Rental Shop Technician	7R	TR0085	4	7R04	80	01	\$11.77	\$11.83
Strategic Services - Toronto Island Recreation	Tram Driver	7R	TR0124	4	7R04	80	01	\$11.77	\$11.83
Skate	Leisure Skate Location Assistant In-Charge (SAP shortened title: Leisure Skate Location Asst In-Charge)	7R	TR0077	5	7R05	80	01	\$12.30	\$12.36

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2012 (2011 + 0.00%)	January 1, 2013 (2011 + 0.50%)
Parks Development and Infrastructure Management (PDIM) - Facilities Management	Park Stadiums/Rink Facility Attendant In-Charge (SAP shortened title: Park Stadium/Rink Facility Att In-Charge)	7R	TR0070	5	7R05	80	01	\$12.30	\$12.36
Recreation Support	Permit Hall Convenor	7R	TR0073	5	7R05	80	01	\$12.30	\$12.36
Early Years/Children	Preschool & Children Program Leader	7R	TR0050	5	7R05	80	01	\$12.30	\$12.36
Ski	Ski Patrol Attendant	7R	TR0087	5	7R05	80	01	\$12.30	\$12.36
Adapted & Integration	Special Needs Program Staff	7R	TR0001	5	7R05	80	01	\$12.30	\$12.36
Camps	Camp Counsellor/Playground Leader	7R	TR0024	6	7R06	80	01	\$12.83	\$12.89
Youth/Leadership	Community Youth Leader	7R	TR0130	6	7R06	80	01	\$12.83	\$12.89
Strategic Services - Curling Club	Curling Assistant Ice Technician/Facility Operator (SAP shortened title: Curling Asst Ice Tech/Facility Operator)	7R	TR0116	6	7R06	80	01	\$12.83	\$12.89
Strategic Services - Toronto Island Recreation	Franklin Children's Garden Instructor	7R	TR0125	6	7R06	80	01	\$12.83	\$12.89
Staff Support	Administrative Assistant	7R	TR0112	7	7R07	80	01	\$13.36	\$13.43
Ski	Assistant Lift Coordinator	7R	TR0088	7	7R07	80	01	\$13.36	\$13.43
Camps	First Aid Coordinator	7R	TR0025	7	7R07	80	01	\$13.36	\$13.43

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2012 (2011 + 0.00%)	January 1, 2013 (2011 + 0.50%)
Fitness	Fitness Centre Staff	7R	TR0056	7	7R07	80	01	\$13.36	\$13.43
Culture - Arts	Office Assistant	7R	TR0036	7	7R07	80	01	\$13.36	\$13.43
Parks Youth	Parks Youth Leader	7R	TR0067	7	7R07	80	01	\$13.36	\$13.43
Staff Support	Payroll Time Entry Assistant	7R	TR0113	7	7R07	80	01	\$13.36	\$13.43
Customer Service	Recreation Customer Service Representative (SAP shortened title: Recreation Customer Service Rep)	7R	TR0049	7	7R07	80	01	\$13.36	\$13.43
Ski	Rental Shop Assistant Coordinator	7R	TR0089	7	7R07	80	01	\$13.36	\$13.43
Sports	Sports Organizer	7R	TR0105	7	7R07	80	01	\$13.36	\$13.43
Ski	Assistant Ski Patrol Coordinator	7R	TR0091	8	7R08	80	01	\$14.55	\$14.62
Ski	Assistant Snow Centre Administrator	7R	TR0090	8	7R08	80	01	\$14.55	\$14.62
Strategic Services - Toronto Island Recreation	Boathouse Attendant	7R	TR0126	8	7R08	80	01	\$14.55	\$14.62
Recreation Support	Facility In-Charge	7R	TR0074	8	7R08	80	01	\$14.55	\$14.62
Skate	Leisure Skate Location In-Charge	7R	TR0078	8	7R08	80	01	\$14.55	\$14.62

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2012 (2011 + 0.00%)	January 1, 2013 (2011 + 0.50%)
Aquatics	Lifeguard	7R	TR0006	8	7R08	80	01	\$14.55	\$14.62
Early Years/ Children	Preschool & Children Program Instructor	7R	TR0051	8	7R08	80	01	\$14.55	\$14.62
Strategic Services - Toronto Island Recreation	Ropes Challenge Course Program Staff	7R	TR0127	8	7R08	80	01	\$14.55	\$14.62
Sports	Sports Instructor	7R	TR0106	8	7R08	80	01	\$14.55	\$14.62
Strategic Services - Toronto Island Recreation	Boathouse In-Charge	7R	TR0128	9	7R09	80	01	\$15.73	\$15.81
Arts	Children's Arts & Crafts Instructor	7R	TR0015	9	7R09	80	01	\$15.73	\$15.81
Parks-Standards & Innovation - Children's Gardens	ECO Program Instructor	7R	TR0064	9	7R09	80	01	\$15.73	\$15.81
Camps	Leadership Development Coordinator	7R	TR0026	9	7R09	80	01	\$15.73	\$15.81
Older Adult	Older Adult General Interest Convenor	7R	TR0061	9	7R09	80	01	\$15.73	\$15.81
Skate	Skate Programs Instructor	7R	TR0079	9	7R09	80	01	\$15.73	\$15.81
Ski	Ski & Snowboard Instructor	7R	TR0092	9	7R09	80	01	\$15.73	\$15.81
Ski	Ski Park Coordinator	7R	TR0093	9	7R09	80	01	\$15.73	\$15.81
Culture - Arts	Specialty Arts Camp Leader	7R	TR0037	9	7R09	80	01	\$15.73	\$15.81

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2012 (2011 + 0.00%)	January 1, 2013 (2011 + 0.50%)
Aquatics	Swim Instructor	7R	TR0007	9	7R09	80	01	\$15.73	\$15.81
Aquatics	Wading Pool Co-ordinator	7R	TR0135 Delimited Oct.26/12	9	7R09	80	01	\$15.73	\$0.00
Strategic Services - Curling Club	Bartender - Curling Club	7R	TR0117	10	7R10	80	01	\$16.90	\$16.98
Camps	Camp Specialty Instructor	7R	TR0027	10	7R10	80	01	\$16.90	\$16.98
Youth/Leadership	Community Youth Supervisor	7R	TR0131	10	7R10	80	01	\$16.90	\$16.98
Culture - Museums	Education Assistant	7R	TR0045	10	7R10	80	01	\$16.90	\$16.98
Fitness	Fitness Consultant	7R	TR0057	10	7R10	80	01	\$16.90	\$16.98
Youth/Leadership	Leader In Training Instructor	7R	TR0132	10	7R10	80	01	\$16.90	\$16.98
Skate	Leisure Skate Coordinator	7R	TR0080	10	7R10	80	01	\$16.90	\$16.98
Ski	Lift Coordinator	7R	TR0095	10	7R10	80	01	\$16.90	\$16.98
Culture - Museums	Museum Program Instructor	7R	TR0044	10	7R10	80	01	\$16.90	\$16.98
Ski	On-Snow Coordinator	7R	TR0094	10	7R10	80	01	\$16.90	\$16.98
Parks Youth	Parks Youth Coordinator	7R	TR0068	10	7R10	80	01	\$16.90	\$16.98
Aquatics	Part Time Pool In-Charge	7R	TR0009	10	7R10	80	01	\$16.90	\$16.98
Early Years/ Children	Preschool & Children Program Coordinator	7R	TR0052	10	7R10	80	01	\$16.90	\$16.98
Staff Support	Trainer Part-Time Staff	7R	TR0114	10	7R10	80	01	\$16.90	\$16.98

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2012 (2011 + 0.00%)	January 1, 2013 (2011 + 0.50%)
Arts	Adult/Older Adult Crafts & Hobby Instructor (SAP shortened title: Adult/Older Adult Craft/Hobby Instructor)	7R	TR0016	11	7R11	80	01	\$18.71	\$18.80
Aquatics	Aquatic Specialty Instructor	7R	TR0011	11	7R11	80	01	\$18.71	\$18.80
Camps	Camp Location Coordinator	7R	TR0028	11	7R11	80	01	\$18.71	\$18.80
Camps	Camp Naorca Claireville Camp Assistant Director (SAP shortened title: Camp Naorca/Claireville Camp Asst Dir)	7R	TR0029	11	7R11	80	01	\$18.71	\$18.80
CAN-BIKE	CAN-BIKE Instructor	7R	TR0032	11	7R11	80	01	\$18.71	\$18.80
Parks-Standards & Innovation - Children's Gardens	ECO Program Expansion Specialist	7R	TR0065	11	7R11	80	01	\$18.71	\$18.80
Strategic Services - Curling Club	Head Bartender - Curling Club	7R	TR0119	11	7R11	80	01	\$18.71	\$18.80
Strategic Services - Curling Club	Head Ice Technician/ Facility Operator Curling Rinks (SAP Shortened title: Head Ice Tech/ Facility Op Curling Rinks)	7R	TR0118	11	7R11	80	01	\$18.71	\$18.80
Sports	Head Instructor	7R	TR0107	11	7R11	80	01	\$18.71	\$18.80

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2012 (2011 + 0.00%)	January 1, 2013 (2011 + 0.50%)
Older Adult	Older Adult Community Coordinator	7R	TR0062	11	7R11	80	01	\$18.71	\$18.80
Older Adult	Older Adult Program Coordinator	7R	TR0063	11	7R11	80	01	\$18.71	\$18.80
Arts	Performing Arts Instructor	7R	TR0017	11	7R11	80	01	\$18.71	\$18.80
Ski	Rental Shop Coordinator	7R	TR0096	11	7R11	80	01	\$18.71	\$18.80
Skate	Skate Programs Head Instructor	7R	TR0081	11	7R11	80	01	\$18.71	\$18.80
Ski	Ski Patrol Coordinator	7R	TR0098	11	7R11	80	01	\$18.71	\$18.80
Adapted & Integration	Special Needs Camp/ Program Director	7R	TR0002	11	7R11	80	01	\$18.71	\$18.80
Strategic Services - Toronto Island Recreation	Specialty Area Coordinator	7R	TR0129	11	7R11	80	01	\$18.71	\$18.80
Culture - Arts	Specialty Arts Camp Coordinator	7R	TR0038	11	7R11	80	01	\$18.71	\$18.80
Ski	Specialty Ski/Snowboard Instructor	7R	TR0097	11	7R11	80	01	\$18.71	\$18.80
Ski	Specialty Ski/Snowboard Program Coordinator (SAP shortened title: Specialty Ski/Snowboard Program Coord)	7R	TR0099	11	7R11	80	01	\$18.71	\$18.80

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2012 (2011 + 0.00%)	January 1, 2013 (2011 + 0.50%)
Sports	Sports Programs Coordinator	7R	TR0108	11	7R11	80	01	\$18.71	\$18.80
Camps	Camp Area Coordinator	7R	TR0030	12	7R12	80	01	\$20.52	\$20.62
CAN-BIKE	CAN-BIKE Instructor Trainer	7R	TR0033	12	7R12	80	01	\$20.52	\$20.62
Culture - Arts	Child Youth Art Instructor	7R	TR0039	12	7R12	80	01	\$20.52	\$20.62
Arts	Dance Instructor	7R	TR0018	12	7R12	80	01	\$20.52	\$20.62
Parks-Standards & Innovation - Children's Gardens	ECO Program Coordinator	7R	TR0066	12	7R12	80	01	\$20.52	\$20.62
Culture - Museums	Historical Interpreter	7R	TR0046	12	7R12	80	01	\$20.52	\$20.62
Arts	Music Instructor	7R	TR0019	12	7R12	80	01	\$20.52	\$20.62
Culture - Arts	Pottery Technician	7R	TR0041	12	7R12	80	01	\$20.52	\$20.62
Early Years/Children	Preschool & Children Area/Multiple Program Coordinator (SAP shortened title: Preschool & Children/Multiple Prgm Coord)	7R	TR0053	12	7R12	80	01	\$20.52	\$20.62
Early Years/Children	Preschool & Children Program Specialist	7R	TR0054	12	7R12	80	01	\$20.52	\$20.62
Culture - Arts	Program Coordinator	7R	TR0040	12	7R12	80	01	\$20.52	\$20.62
Arts	Visual Arts Instructor	7R	TR0020	12	7R12	80	01	\$20.52	\$20.62
Aquatics	Aquatic Examiner	7R	TR0012	13	7R13	80	01	\$22.36	\$22.47

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2012 (2011 + 0.00%)	January 1, 2013 (2011 + 0.50%)
Camps	Camp Naorca Claireville Camp Director (SAP shortened title: Camp Naorca/Claireville Camp Director)	7R	TR0031	13	7R13	80	01	\$22.36	\$22.47
CAN-BIKE	CAN-BIKE Program Coordinator	7R	TR0034	13	7R13	80	01	\$22.36	\$22.47
Sports	City-Wide Sports Convenor	7R	TR0109	13	7R13	80	01	\$22.36	\$22.47
Aquatics	Part Time Aquatic Coordinator	7R	TR0013	13	7R13	80	01	\$22.36	\$22.47
Skate	Skate Programs Coordinator	7R	TR0082	13	7R13	80	01	\$22.36	\$22.47
Ski	Snow Centre Administrator	7R	TR0100	13	7R13	80	01	\$22.36	\$22.47
Ski	Snow School Coordinator	7R	TR0101	13	7R13	80	01	\$22.36	\$22.47
Adapted & Integration	Special Needs Area Coordinator	7R	TR0003	13	7R13	80	01	\$22.36	\$22.47
Sports	Specialty Sports Instructor	7R	TR0110	13	7R13	80	01	\$22.36	\$22.47
Youth/Leadership	Youth Leadership Program Coordinator	7R	TR0133	13	7R13	80	01	\$22.36	\$22.47
Youth/Leadership	Youth Program Coordinator	7R	TR0134	13	7R13	80	01	\$22.36	\$22.47

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2012 (2011 + 0.00%)	January 1, 2013 (2011 + 0.50%)
Culture - Arts	Adult Art Instructor	7R	TR0042	14	7R14	80	01	\$24.17	\$24.29
Culture - Museums	Senior Historical Interpreter	7R	TR0047	14	7R14	80	01	\$24.17	\$24.29
	No Incumbents			15			01	\$26.00	\$26.13
	No Incumbents			16			01	\$27.82	\$27.96
Aquatics	Aqua Fitness Instructor	7R	TRMR08		7RM1	80	01	\$24.12	\$24.24
Fitness	Fitness Instructor	7R	TRMR58		7RM1	80	01	\$24.12	\$24.24
Fitness	Personal Trainer	7R	TRMR59		7RM1	80	01	\$24.12	\$24.24
Aquatics	Specialty Aqua Fitness Instructor	7R	TRMR10		7RM2	80	01	\$28.71	\$28.85
Fitness	Specialty Fitness Instructor	7R	TRMR60		7RM2	80	01	\$28.71	\$28.85

Note: As per MOA dtd Feb 2, 2012, the five (5) harmonized job classifications that are driven by labour market realities are to receive the ABI for 2013, 2014 & 2015. I.E. TRMR08, TRMR10, TRMR58, TRMR59 & TRMR60

L79 RECREATION WORKERS

2013 to 2014 Wage Rates

Note: 2013/2014 Rates as per Payroll Tables

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2013 (2011 + 0.50%)	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)
Camps	Assistant Camp Counsellor/Playground Leader (SAP shortened title: Asst Camp Counsellor/Playground Leader)	7R	TR0021	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage	\$11.00
Camps	Camp Inventory & Equipment Clerk	7R	TR0022	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage	\$11.00
Strategic Services - Toronto Island Recreation	Franklin Children's Garden Attendant	7R	TR0120	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage	\$11.00
Recreation Support	Gatekeeper	7R	TR0071	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage	\$11.00
Recreation Support	Hallway Monitor	7R	TR0072	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage	\$11.00
Strategic Services - Toronto Island Recreation	Information Booth Attendant	7R	TR0121	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage	\$11.00
	Recreation Worker Default	7R	REC000	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage	\$11.00

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2013 (2011 + 0.50%)	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)
Sports	Scorekeeper	7R	TR0102	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage	\$11.00
Strategic Services - Toronto Island Recreation	Tram Tour Guide	7R	TR0122	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$10.25 2011 Minimum Wage	\$11.00
Sports	Assistant Sports Instructor	7R	TR0103	2	7R02	80	01	\$10.76	\$10.95	\$11.00
Culture - Arts	Audio Visual Technician Assistant	7R	TR0035	2	7R02	80	01	\$10.76	\$10.95	\$11.00
Culture - Museums	Building Attendant	7R	TR0043	2	7R02	80	01	\$10.76	\$10.95	\$11.00
Strategic Services - Curling Club	Building Attendant/Rink Attendant	7R	TR0115	2	7R02	80	01	\$10.76	\$10.95	\$11.00
Parks Development and Infrastructure Management (PDIM) - Facilities Management	Facility Attendant	7R	TR0069	2	7R02	80	01	\$10.76	\$10.95	\$11.00
Strategic Services - Toronto Island Recreation	Fishing Attendant	7R	TR0123	2	7R02	80	01	\$10.76	\$10.95	\$11.00
Skate	Rink Guard	7R	TR0075	2	7R02	80	01	\$10.76	\$10.95	\$11.00
Aquatics	Aquatic Program Assistant	7R	TR0004	3	7R03	80	01	\$11.30	\$11.50	
Ski	Park Attendant	7R	TR0084	3	7R03	80	01	\$11.30	\$11.50	
Skate	Skate Programs Assistant Instructor	7R	TR0076	3	7R03	80	01	\$11.30	\$11.50	

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2013 (2011 + 0.50%)	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)
Ski	Ski/Snowboard Assistant Instructor	7R	TR0083	3	7R03	80	01	\$11.30	\$11.50	
Sports	Sports Monitor	7R	TR0104	3	7R03	80	01	\$11.30	\$11.50	
Aquatics	Wading Pool Attendant	7R	TR0005	3	7R03	80	01	\$11.30	\$11.50	
Fitness	Weight Room Attendant	7R	TR0055	3	7R03	80	01	\$11.30	\$11.50	
Arts	Assistant Art Instructor	7R	TR0014	4	7R04	80	01	\$11.83	\$12.04	
Camps	Camp Buildings & Grounds Coordinator	7R	TR0023	4	7R04	80	01	\$11.83	\$12.04	
Ski	Lift Operator	7R	TR0086	4	7R04	80	01	\$11.83	\$12.04	
	Parking Attendant (new Sept 1,2012)	7R	TR0136	4	7R04	80	01	\$11.83	\$12.04	
Staff Support	Part-Time Program Clerk	7R	TR0111	4	7R04	80	01	\$11.83	\$12.04	
Customer Service	Permit Monitor	7R	TR0048	4	7R04	80	01	\$11.83	\$12.04	
Ski	Rental Shop Technician	7R	TR0085	4	7R04	80	01	\$11.83	\$12.04	
Strategic Services - Toronto Island Recreation	Tram Driver	7R	TR0124	4	7R04	80	01	\$11.83	\$12.04	
Skate	Leisure Skate Location Assistant In-Charge (SAP shortened title: Leisure Skate Location Asst In-Charge)	7R	TR0077	5	7R05	80	01	\$12.36	\$12.58	

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2013 (2011 + 0.50%)	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)
Parks Development and Infrastructure Management (PDIM) - Facilities Management	Park Stadiums/Rink Facility Attendant In-Charge (SAP shortened title: Park Stadium/Rink Facility Att In-Charge)	7R	TR0070	5	7R05	80	01	\$12.36	\$12.58	
Recreation Support	Permit Hall Convenor	7R	TR0073	5	7R05	80	01	\$12.36	\$12.58	
Early Years/Children	Preschool & Children Program Leader	7R	TR0050	5	7R05	80	01	\$12.36	\$12.58	
Ski	Ski Patrol Attendant	7R	TR0087	5	7R05	80	01	\$12.36	\$12.58	
Adapted & Integration	Special Needs Program Staff	7R	TR0001	5	7R05	80	01	\$12.36	\$12.58	
Camps	Camp Counsellor/ Playground Leader	7R	TR0024	6	7R06	80	01	\$12.89	\$13.12	
Youth/Leadership	Community Youth Leader	7R	TR0130	6	7R06	80	01	\$12.89	\$13.12	
Strategic Services - Curling Club	Curling Assistant Ice Technician/Facility Operator (SAP shortened title: Curling Asst Ice Tech/ Facility Operator)	7R	TR0116	6	7R06	80	01	\$12.89	\$13.12	
Strategic Services - Toronto Island Recreation	Franklin Children's Garden Instructor	7R	TR0125	6	7R06	80	01	\$12.89	\$13.12	
Staff Support	Administrative Assistant	7R	TR0112	7	7R07	80	01	\$13.43	\$13.67	
Ski	Assistant Lift Coordinator	7R	TR0088	7	7R07	80	01	\$13.43	\$13.67	

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2013 (2011 + 0.50%)	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)
Camps	First Aid Coordinator	7R	TR0025	7	7R07	80	01	\$13.43	\$13.67	
Fitness	Fitness Centre Staff	7R	TR0056	7	7R07	80	01	\$13.43	\$13.67	
Culture - Arts	Office Assistant	7R	TR0036	7	7R07	80	01	\$13.43	\$13.67	
Parks Youth	Parks Youth Leader	7R	TR0067	7	7R07	80	01	\$13.43	\$13.67	
Staff Support	Payroll Time Entry Assistant	7R	TR0113	7	7R07	80	01	\$13.43	\$13.67	
Customer Service	Recreation Customer Service Representative (SAP shortened title: Recreation Customer Service Rep)	7R	TR0049	7	7R07	80	01	\$13.43	\$13.67	
Ski	Rental Shop Assistant Coordinator	7R	TR0089	7	7R07	80	01	\$13.43	\$13.67	
Sports	Sports Organizer	7R	TR0105	7	7R07	80	01	\$13.43	\$13.67	
Ski	Assistant Ski Patrol Coordinator	7R	TR0091	8	7R08	80	01	\$14.62	\$14.88	
Ski	Assistant Snow Centre Administrator	7R	TR0090	8	7R08	80	01	\$14.62	\$14.88	
Strategic Services - Toronto Island Recreation	Boathouse Attendant	7R	TR0126	8	7R08	80	01	\$14.62	\$14.88	
Recreation Support	Facility In-Charge	7R	TR0074	8	7R08	80	01	\$14.62	\$14.88	

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2013 (2011 + 0.50%)	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)
Skate	Leisure Skate Location In-Charge	7R	TR0078	8	7R08	80	01	\$14.62	\$14.88	
Aquatics	Lifeguard	7R	TR0006	8	7R08	80	01	\$14.62	\$14.88	
Early Years/Children	Preschool & Children Program Instructor	7R	TR0051	8	7R08	80	01	\$14.62	\$14.88	
Strategic Services - Toronto Island Recreation	Ropes Challenge Course Program Staff	7R	TR0127	8	7R08	80	01	\$14.62	\$14.88	
Sports	Sports Instructor	7R	TR0106	8	7R08	80	01	\$14.62	\$14.88	
Strategic Services - Toronto Island Recreation	Boathouse In-Charge	7R	TR0128	9	7R09	80	01	\$15.81	\$16.09	
Arts	Children's Arts & Crafts Instructor	7R	TR0015	9	7R09	80	01	\$15.81	\$16.09	
Parks-Standards & Innovation - Children's Gardens	ECO Program Instructor	7R	TR0064	9	7R09	80	01	\$15.81	\$16.09	
Camps	Leadership Development Coordinator	7R	TR0026	9	7R09	80	01	\$15.81	\$16.09	
Older Adult	Older Adult General Interest Convenor	7R	TR0061	9	7R09	80	01	\$15.81	\$16.09	
Skate	Skate Programs Instructor	7R	TR0079	9	7R09	80	01	\$15.81	\$16.09	
Ski	Ski & Snowboard Instructor	7R	TR0092	9	7R09	80	01	\$15.81	\$16.09	

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2013 (2011 + 0.50%)	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)
Ski	Ski Park Coordinator	7R	TR0093	9	7R09	80	01	\$15.81	\$16.09	
Culture - Arts	Specialty Arts Camp Leader	7R	TR0037	9	7R09	80	01	\$15.81	\$16.09	
Aquatics	Swim Instructor	7R	TR0007	9	7R09	80	01	\$15.81	\$16.09	
Aquatics	Wading Pool Co-ordinator	7R	TR0135 Delimited Oct.26/12	9	7R09	80	01	\$0.00	\$0.00	
Strategic Services - Curling Club	Bartender - Curling Club	7R	TR0117	10	7R10	80	01	\$16.98	\$17.28	
Camps	Camp Specialty Instructor	7R	TR0027	10	7R10	80	01	\$16.98	\$17.28	
Youth/Leadership	Community Youth Supervisor	7R	TR0131	10	7R10	80	01	\$16.98	\$17.28	
Culture - Museums	Education Assistant	7R	TR0045	10	7R10	80	01	\$16.98	\$17.28	
Fitness	Fitness Consultant	7R	TR0057	10	7R10	80	01	\$16.98	\$17.28	
Youth/Leadership	Leader In Training Instructor	7R	TR0132	10	7R10	80	01	\$16.98	\$17.28	
Skate	Leisure Skate Coordinator	7R	TR0080	10	7R10	80	01	\$16.98	\$17.28	
Ski	Lift Coordinator	7R	TR0095	10	7R10	80	01	\$16.98	\$17.28	
Culture - Museums	Museum Program Instructor	7R	TR0044	10	7R10	80	01	\$16.98	\$17.28	
Ski	On-Snow Coordinator	7R	TR0094	10	7R10	80	01	\$16.98	\$17.28	
Parks Youth	Parks Youth Coordinator	7R	TR0068	10	7R10	80	01	\$16.98	\$17.28	

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2013 (2011 + 0.50%)	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)
Aquatics	Part Time Pool In-Charge	7R	TR0009	10	7R10	80	01	\$16.98	\$17.28	
Early Years/Children	Preschool & Children Program Coordinator	7R	TR0052	10	7R10	80	01	\$16.98	\$17.28	
Staff Support	Trainer Part-Time Staff	7R	TR0114	10	7R10	80	01	\$16.98	\$17.28	
Arts	Adult/Older Adult Crafts & Hobby Instructor (SAP shortened title: Adult/Older Adult Craft/Hobby Instructor)	7R	TR0016	11	7R11	80	01	\$18.80	\$19.13	
Aquatics	Aquatic Specialty Instructor	7R	TR0011	11	7R11	80	01	\$18.80	\$19.13	
Camps	Camp Location Coordinator	7R	TR0028	11	7R11	80	01	\$18.80	\$19.13	
Camps	Camp Naorca Claireville Camp Assistant Director (SAP shortened title: Camp Naorca/Claireville Camp Asst Dir)	7R	TR0029	11	7R11	80	01	\$18.80	\$19.13	
CAN-BIKE	CAN-BIKE Instructor	7R	TR0032	11	7R11	80	01	\$18.80	\$19.13	
Parks-Standards & Innovation - Children's Gardens	ECO Program Expansion Specialist	7R	TR0065	11	7R11	80	01	\$18.80	\$19.13	
Strategic Services - Curling Club	Head Bartender - Curling Club	7R	TR0119	11	7R11	80	01	\$18.80	\$19.13	

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2013 (2011 + 0.50%)	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)
Strategic Services - Curling Club	Head Ice Technician/ Facility Operator Curling Rinks (SAP Shortened title: Head Ice Tech/Facility Op Curling Rinks)	7R	TR0118	11	7R11	80	01	\$18.80	\$19.13	
Sports	Head Instructor	7R	TR0107	11	7R11	80	01	\$18.80	\$19.13	
Older Adult	Older Adult Community Coordinator	7R	TR0062	11	7R11	80	01	\$18.80	\$19.13	
Older Adult	Older Adult Program Coordinator	7R	TR0063	11	7R11	80	01	\$18.80	\$19.13	
Arts	Performing Arts Instructor	7R	TR0017	11	7R11	80	01	\$18.80	\$19.13	
Ski	Rental Shop Coordinator	7R	TR0096	11	7R11	80	01	\$18.80	\$19.13	
Skate	Skate Programs Head Instructor	7R	TR0081	11	7R11	80	01	\$18.80	\$19.13	
Ski	Ski Patrol Coordinator	7R	TR0098	11	7R11	80	01	\$18.80	\$19.13	
Adapted & Integration	Special Needs Camp/ Program Director	7R	TR0002	11	7R11	80	01	\$18.80	\$19.13	
Strategic Services - Toronto Island Recreation	Specialty Area Coordinator	7R	TR0129	11	7R11	80	01	\$18.80	\$19.13	
Culture - Arts	Specialty Arts Camp Coordinator	7R	TR0038	11	7R11	80	01	\$18.80	\$19.13	
Ski	Specialty Ski/Snowboard Instructor	7R	TR0097	11	7R11	80	01	\$18.80	\$19.13	

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2013 (2011 + 0.50%)	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)
Ski	Specialty Ski/Snowboard Program Coordinator (SAP shortened title: Specialty Ski/Snowboard Program Coord)	7R	TR0099	11	7R11	80	01	\$18.80	\$19.13	
Sports	Sports Programs Coordinator	7R	TR0108	11	7R11	80	01	\$18.80	\$19.13	
Camps	Camp Area Coordinator	7R	TR0030	12	7R12	80	01	\$20.62	\$20.98	
CAN-BIKE	CAN-BIKE Instructor Trainer	7R	TR0033	12	7R12	80	01	\$20.62	\$20.98	
Culture - Arts	Child Youth Art Instructor	7R	TR0039	12	7R12	80	01	\$20.62	\$20.98	
Arts	Dance Instructor	7R	TR0018	12	7R12	80	01	\$20.62	\$20.98	
Parks-Standards & Innovation - Children's Gardens	ECO Program Coordinator	7R	TR0066	12	7R12	80	01	\$20.62	\$20.98	
Culture - Museums	Historical Interpreter	7R	TR0046	12	7R12	80	01	\$20.62	\$20.98	
Arts	Music Instructor	7R	TR0019	12	7R12	80	01	\$20.62	\$20.98	
Culture - Arts	Pottery Technician	7R	TR0041	12	7R12	80	01	\$20.62	\$20.98	
Early Years/Children	Preschool & Children Area/Multiple Program Coordinator (SAP shortened title: Preschool & Children/Multiple Prgm Coord)	7R	TR0053	12	7R12	80	01	\$20.62	\$20.98	

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2013 (2011 + 0.50%)	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)
Early Years/Children	Preschool & Children Program Specialist	7R	TR0054	12	7R12	80	01	\$20.62	\$20.98	
Culture - Arts	Program Coordinator	7R	TR0040	12	7R12	80	01	\$20.62	\$20.98	
Arts	Visual Arts Instructor	7R	TR0020	12	7R12	80	01	\$20.62	\$20.98	
Aquatics	Aquatic Examiner	7R	TR0012	13	7R13	80	01	\$22.47	\$22.86	
Camps	Camp Naorca Claireville Camp Director (SAP shortened title: Camp Naorca/Claireville Camp Director)	7R	TR0031	13	7R13	80	01	\$22.47	\$22.86	
CAN-BIKE	CAN-BIKE Program Coordinator	7R	TR0034	13	7R13	80	01	\$22.47	\$22.86	
Sports	City-Wide Sports Convenor	7R	TR0109	13	7R13	80	01	\$22.47	\$22.86	
Aquatics	Part Time Aquatic Coordinator	7R	TR0013	13	7R13	80	01	\$22.47	\$22.86	
Skate	Skate Programs Coordinator	7R	TR0082	13	7R13	80	01	\$22.47	\$22.86	
Ski	Snow Centre Administrator	7R	TR0100	13	7R13	80	01	\$22.47	\$22.86	
Ski	Snow School Coordinator	7R	TR0101	13	7R13	80	01	\$22.47	\$22.86	
Adapted & Integration	Special Needs Area Coordinator	7R	TR0003	13	7R13	80	01	\$22.47	\$22.86	
Sports	Specialty Sports Instructor	7R	TR0110	13	7R13	80	01	\$22.47	\$22.86	

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2013 (2011 + 0.50%)	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)
Youth/Leadership	Youth Leadership Program Coordinator	7R	TR0133	13	7R13	80	01	\$22.47	\$22.86	
Youth/Leadership	Youth Program Coordinator	7R	TR0134	13	7R13	80	01	\$22.47	\$22.86	
Culture - Arts	Adult Art Instructor	7R	TR0042	14	7R14	80	01	\$24.29	\$24.72	
Culture - Museums	Senior Historical Interpreter	7R	TR0047	14	7R14	80	01	\$24.29	\$24.72	
	No Incumbents			15			01	\$26.13	\$26.59	
	No Incumbents			16			01	\$27.96	\$28.45	
Aquatics	Aqua Fitness Instructor	7R	TRMR08		7RM1	80	01	\$24.24	\$24.66	
Fitness	Fitness Instructor	7R	TRMR58		7RM1	80	01	\$24.24	\$24.66	
Fitness	Personal Trainer	7R	TRMR59		7RM1	80	01	\$24.24	\$24.66	
Aquatics	Specialty Aqua Fitness Instructor	7R	TRMR10		7RM2	80	01	\$28.85	\$29.35	
Fitness	Specialty Fitness Instructor	7R	TRMR60		7RM2	80	01	\$28.85	\$29.35	

Note: As per MOA dtd Feb 2, 2012, the five (5) harmonized job classifications that are driven by labour market realities are to receive the ABI for 2013, 2014 & 2015. I.E. TRMR08, TRMR10, TRMR58, TRMR59 & TRMR60

L79 RECREATION WORKERS

2014 to 2015 Wage Rates

Note: 2014/2015 Rates as per Payroll Tables

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
Camps	Assistant Camp Counsellor/Playground Leader (SAP shortened title: Asst Camp Counsellor/Playground Leader)	7R	TR0021	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$11.00	\$11.00 2014 Minimum Wage
Camps	Camp Inventory & Equipment Clerk	7R	TR0022	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$11.00	\$11.00 2014 Minimum Wage
Strategic Services - Toronto Island Recreation	Franklin Children's Garden Attendant	7R	TR0120	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$11.00	\$11.00 2014 Minimum Wage
Recreation Support	Gatekeeper	7R	TR0071	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$11.00	\$11.00 2014 Minimum Wage
Recreation Support	Hallway Monitor	7R	TR0072	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$11.00	\$11.00 2014 Minimum Wage
Strategic Services - Toronto Island Recreation	Information Booth Attendant	7R	TR0121	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$11.00	\$11.00 2014 Minimum Wage

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
	Recreation Worker Default	7R	REC000	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$11.00	\$11.00 2014 Minimum Wage
Sports	Scorekeeper	7R	TR0102	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$11.00	\$11.00 2014 Minimum Wage
Strategic Services - Toronto Island Recreation	Tram Tour Guide	7R	TR0122	1	7R01	80	01	\$10.25 2011 Minimum Wage	\$11.00	\$11.00 2014 Minimum Wage
Sports	Assistant Sports Instructor	7R	TR0103	2	7R02	80	01	\$10.95	\$11.00	\$11.00 2014 Minimum Wage
Culture - Arts	Audio Visual Technician Assistant	7R	TR0035	2	7R02	80	01	\$10.95	\$11.00	\$11.00 2014 Minimum Wage
Culture - Museums	Building Attendant	7R	TR0043	2	7R02	80	01	\$10.95	\$11.00	\$11.00 2014 Minimum Wage
Strategic Services - Curling Club	Building Attendant/Rink Attendant	7R	TR0115	2	7R02	80	01	\$10.95	\$11.00	\$11.00 2014 Minimum Wage
Parks Development and Infrastructure Management (PDIM) - Facilities Management	Facility Attendant	7R	TR0069	2	7R02	80	01	\$10.95	\$11.00	\$11.00 2014 Minimum Wage
Strategic Services - Toronto Island Recreation	Fishing Attendant	7R	TR0123	2	7R02	80	01	\$10.95	\$11.00	\$11.00 2014 Minimum Wage
Skate	Rink Guard	7R	TR0075	2	7R02	80	01	\$10.95	\$11.00	\$11.00 2014 Minimum Wage

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
Aquatics	Aquatic Program Assistant	7R	TR0004	3	7R03	80	01	\$11.50		\$11.76
Ski	Park Attendant	7R	TR0084	3	7R03	80	01	\$11.50		\$11.76
Skate	Skate Programs Assistant Instructor	7R	TR0076	3	7R03	80	01	\$11.50		\$11.76
Ski	Ski/Snowboard Assistant Instructor	7R	TR0083	3	7R03	80	01	\$11.50		\$11.76
Sports	Sports Monitor	7R	TR0104	3	7R03	80	01	\$11.50		\$11.76
Aquatics	Wading Pool Attendant	7R	TR0005	3	7R03	80	01	\$11.50		\$11.76
Fitness	Weight Room Attendant	7R	TR0055	3	7R03	80	01	\$11.50		\$11.76
Arts	Assistant Art Instructor	7R	TR0014	4	7R04	80	01	\$12.04		\$12.31
Camps	Camp Buildings & Grounds Coordinator	7R	TR0023	4	7R04	80	01	\$12.04		\$12.31
Ski	Lift Operator	7R	TR0086	4	7R04	80	01	\$12.04		\$12.31
	Parking Attendant (new Sept 1,2012)	7R	TR0136	4	7R04	80	01	\$12.04		\$12.31
Staff Support	Part-Time Program Clerk	7R	TR0111	4	7R04	80	01	\$12.04		\$12.31
Customer Service	Permit Monitor	7R	TR0048	4	7R04	80	01	\$12.04		\$12.31
Ski	Rental Shop Technician	7R	TR0085	4	7R04	80	01	\$12.04		\$12.31
Strategic Services - Toronto Island Recreation	Tram Driver	7R	TR0124	4	7R04	80	01	\$12.04		\$12.31

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
Skate	Leisure Skate Location Assistant In-Charge (SAP shortened title: Leisure Skate Location Asst In-Charge)	7R	TR0077	5	7R05	80	01	\$12.58		\$12.86
Parks Development and Infrastructure Management (PDIM) - Facilities Management	Park Stadiums/Rink Facility Attendant In-Charge (SAP shortened title: Park Stadium/Rink Facility Att In-Charge)	7R	TR0070	5	7R05	80	01	\$12.58		\$12.86
Recreation Support	Permit Hall Convenor	7R	TR0073	5	7R05	80	01	\$12.58		\$12.86
Early Years/Children	Preschool & Children Program Leader	7R	TR0050	5	7R05	80	01	\$12.58		\$12.86
Ski	Ski Patrol Attendant	7R	TR0087	5	7R05	80	01	\$12.58		\$12.86
Adapted & Integration	Special Needs Program Staff	7R	TR0001	5	7R05	80	01	\$12.58		\$12.86
Camps	Camp Counsellor/Playground Leader	7R	TR0024	6	7R06	80	01	\$13.12		\$13.42
Youth/Leadership	Community Youth Leader	7R	TR0130	6	7R06	80	01	\$13.12		\$13.42
Strategic Services - Curling Club	Curling Assistant Ice Technician/Facility Operator (SAP shortened title: Curling Asst Ice Tech/Facility Operator)	7R	TR0116	6	7R06	80	01	\$13.12		\$13.42

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
Strategic Services - Toronto Island Recreation	Franklin Children's Garden Instructor	7R	TR0125	6	7R06	80	01	\$13.12		\$13.42
Staff Support	Administrative Assistant	7R	TR0112	7	7R07	80	01	\$13.67		\$13.98
Ski	Assistant Lift Coordinator	7R	TR0088	7	7R07	80	01	\$13.67		\$13.98
Camps	First Aid Coordinator	7R	TR0025	7	7R07	80	01	\$13.67		\$13.98
Fitness	Fitness Centre Staff	7R	TR0056	7	7R07	80	01	\$13.67		\$13.98
Culture - Arts	Office Assistant	7R	TR0036	7	7R07	80	01	\$13.67		\$13.98
Parks Youth	Parks Youth Leader	7R	TR0067	7	7R07	80	01	\$13.67		\$13.98
Staff Support	Payroll Time Entry Assistant	7R	TR0113	7	7R07	80	01	\$13.67		\$13.98
Customer Service	Recreation Customer Service Representative (SAP shortened title: Recreation Customer Service Rep)	7R	TR0049	7	7R07	80	01	\$13.67		\$13.98
Ski	Rental Shop Assistant Coordinator	7R	TR0089	7	7R07	80	01	\$13.67		\$13.98
Sports	Sports Organizer	7R	TR0105	7	7R07	80	01	\$13.67		\$13.98
Ski	Assistant Ski Patrol Coordinator	7R	TR0091	8	7R08	80	01	\$14.88		\$15.21
Ski	Assistant Snow Centre Administrator	7R	TR0090	8	7R08	80	01	\$14.88		\$15.21

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
Strategic Services - Toronto Island Recreation	Boathouse Attendant	7R	TR0126	8	7R08	80	01	\$14.88		\$15.21
Recreation Support	Facility In-Charge	7R	TR0074	8	7R08	80	01	\$14.88		\$15.21
Skate	Leisure Skate Location In-Charge	7R	TR0078	8	7R08	80	01	\$14.88		\$15.21
Aquatics	Lifeguard	7R	TR0006	8	7R08	80	01	\$14.88		\$15.21
Early Years/ Children	Preschool & Children Program Instructor	7R	TR0051	8	7R08	80	01	\$14.88		\$15.21
Strategic Services - Toronto Island Recreation	Ropes Challenge Course Program Staff	7R	TR0127	8	7R08	80	01	\$14.88		\$15.21
Sports	Sports Instructor	7R	TR0106	8	7R08	80	01	\$14.88		\$15.21
Strategic Services - Toronto Island Recreation	Boathouse In-Charge	7R	TR0128	9	7R09	80	01	\$16.09		\$16.45
Arts	Children's Arts & Crafts Instructor	7R	TR0015	9	7R09	80	01	\$16.09		\$16.45
Parks-Standards & Innovation - Children's Gardens	ECO Program Instructor	7R	TR0064	9	7R09	80	01	\$16.09		\$16.45
Camps	Leadership Development Coordinator	7R	TR0026	9	7R09	80	01	\$16.09		\$16.45
Older Adult	Older Adult General Interest Convenor	7R	TR0061	9	7R09	80	01	\$16.09		\$16.45

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
Skate	Skate Programs Instructor	7R	TR0079	9	7R09	80	01	\$16.09		\$16.45
Ski	Ski & Snowboard Instructor	7R	TR0092	9	7R09	80	01	\$16.09		\$16.45
Ski	Ski Park Coordinator	7R	TR0093	9	7R09	80	01	\$16.09		\$16.45
Culture - Arts	Specialty Arts Camp Leader	7R	TR0037	9	7R09	80	01	\$16.09		\$16.45
Aquatics	Swim Instructor	7R	TR0007	9	7R09	80	01	\$16.09		\$16.45
Aquatics	Wading Pool Co-ordinator	7R	TR0135 Delimited Oct.26/12	9	7R09	80	01	\$0.00		\$0.00
Strategic Services - Curling Club	Bartender - Curling Club	7R	TR0117	10	7R10	80	01	\$17.28		\$17.67
Camps	Camp Specialty Instructor	7R	TR0027	10	7R10	80	01	\$17.28		\$17.67
Youth/Leadership	Community Youth Supervisor	7R	TR0131	10	7R10	80	01	\$17.28		\$17.67
Culture - Museums	Education Assistant	7R	TR0045	10	7R10	80	01	\$17.28		\$17.67
Fitness	Fitness Consultant	7R	TR0057	10	7R10	80	01	\$17.28		\$17.67
Youth/Leadership	Leader In Training Instructor	7R	TR0132	10	7R10	80	01	\$17.28		\$17.67
Skate	Leisure Skate Coordinator	7R	TR0080	10	7R10	80	01	\$17.28		\$17.67
Ski	Lift Coordinator	7R	TR0095	10	7R10	80	01	\$17.28		\$17.67
Culture - Museums	Museum Program Instructor	7R	TR0044	10	7R10	80	01	\$17.28		\$17.67

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
Ski	On-Snow Coordinator	7R	TR0094	10	7R10	80	01	\$17.28		\$17.67
Parks Youth	Parks Youth Coordinator	7R	TR0068	10	7R10	80	01	\$17.28		\$17.67
Aquatics	Part Time Pool In-Charge	7R	TR0009	10	7R10	80	01	\$17.28		\$17.67
Early Years/ Children	Preschool & Children Program Coordinator	7R	TR0052	10	7R10	80	01	\$17.28		\$17.67
Staff Support	Trainer Part-Time Staff	7R	TR0114	10	7R10	80	01	\$17.28		\$17.67
Arts	Adult/Older Adult Crafts & Hobby Instructor (SAP shortened title: Adult/Older Adult Craft/Hobby Instructor)	7R	TR0016	11	7R11	80	01	\$19.13		\$19.56
Aquatics	Aquatic Specialty Instructor	7R	TR0011	11	7R11	80	01	\$19.13		\$19.56
Camps	Camp Location Coordinator	7R	TR0028	11	7R11	80	01	\$19.13		\$19.56
Camps	Camp Naorca Claireville Camp Assistant Director (SAP shortened title: Camp Naorca/Claireville Camp Asst Dir)	7R	TR0029	11	7R11	80	01	\$19.13		\$19.56
CAN-BIKE	CAN-BIKE Instructor	7R	TR0032	11	7R11	80	01	\$19.13		\$19.56
Parks-Standards & Innovation - Children's Gardens	ECO Program Expansion Specialist	7R	TR0065	11	7R11	80	01	\$19.13		\$19.56

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
Strategic Services - Curling Club	Head Bartender - Curling Club	7R	TR0119	11	7R11	80	01	\$19.13		\$19.56
Strategic Services - Curling Club	Head Ice Technician/ Facility Operator Curling Rinks (SAP Shortened title: Head Ice Tech/ Facility Op Curling Rinks)	7R	TR0118	11	7R11	80	01	\$19.13		\$19.56
Sports	Head Instructor	7R	TR0107	11	7R11	80	01	\$19.13		\$19.56
Older Adult	Older Adult Community Coordinator	7R	TR0062	11	7R11	80	01	\$19.13		\$19.56
Older Adult	Older Adult Program Coordinator	7R	TR0063	11	7R11	80	01	\$19.13		\$19.56
Arts	Performing Arts Instructor	7R	TR0017	11	7R11	80	01	\$19.13		\$19.56
Ski	Rental Shop Coordinator	7R	TR0096	11	7R11	80	01	\$19.13		\$19.56
Skate	Skate Programs Head Instructor	7R	TR0081	11	7R11	80	01	\$19.13		\$19.56
Ski	Ski Patrol Coordinator	7R	TR0098	11	7R11	80	01	\$19.13		\$19.56
Adapted & Integration	Special Needs Camp/ Program Director	7R	TR0002	11	7R11	80	01	\$19.13		\$19.56
Strategic Services - Toronto Island Recreation	Specialty Area Coordinator	7R	TR0129	11	7R11	80	01	\$19.13		\$19.56
Culture - Arts	Specialty Arts Camp Coordinator	7R	TR0038	11	7R11	80	01	\$19.13		\$19.56

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
Ski	Specialty Ski/Snowboard Instructor	7R	TR0097	11	7R11	80	01	\$19.13		\$19.56
Ski	Specialty Ski/Snowboard Program Coordinator (SAP shortened title: Specialty Ski/Snowboard Program Coord)	7R	TR0099	11	7R11	80	01	\$19.13		\$19.56
Sports	Sports Programs Coordinator	7R	TR0108	11	7R11	80	01	\$19.13		\$19.56
Camps	Camp Area Coordinator	7R	TR0030	12	7R12	80	01	\$20.98		\$21.45
CAN-BIKE	CAN-BIKE Instructor Trainer	7R	TR0033	12	7R12	80	01	\$20.98		\$21.45
Culture - Arts	Child Youth Art Instructor	7R	TR0039	12	7R12	80	01	\$20.98		\$21.45
Arts	Dance Instructor	7R	TR0018	12	7R12	80	01	\$20.98		\$21.45
Parks-Standards & Innovation - Children's Gardens	ECO Program Coordinator	7R	TR0066	12	7R12	80	01	\$20.98		\$21.45
Culture - Museums	Historical Interpreter	7R	TR0046	12	7R12	80	01	\$20.98		\$21.45
Arts	Music Instructor	7R	TR0019	12	7R12	80	01	\$20.98		\$21.45
Culture - Arts	Pottery Technician	7R	TR0041	12	7R12	80	01	\$20.98		\$21.45

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
Early Years/ Children	Preschool & Children Area/Multiple Program Coordinator (SAP shortened title: Preschool & Children/Multiple Prgm Coord)	7R	TR0053	12	7R12	80	01	\$20.98		\$21.45
Early Years/ Children	Preschool & Children Program Specialist	7R	TR0054	12	7R12	80	01	\$20.98		\$21.45
Culture - Arts	Program Coordinator	7R	TR0040	12	7R12	80	01	\$20.98		\$21.45
Arts	Visual Arts Instructor	7R	TR0020	12	7R12	80	01	\$20.98		\$21.45
Aquatics	Aquatic Examiner	7R	TR0012	13	7R13	80	01	\$22.86		\$23.37
Camps	Camp Naorca Claireville Camp Director (SAP shortened title: Camp Naorca/Claireville Camp Director)	7R	TR0031	13	7R13	80	01	\$22.86		\$23.37
CAN-BIKE	CAN-BIKE Program Coordinator	7R	TR0034	13	7R13	80	01	\$22.86		\$23.37
Sports	City-Wide Sports Convenor	7R	TR0109	13	7R13	80	01	\$22.86		\$23.37
Aquatics	Part Time Aquatic Coordinator	7R	TR0013	13	7R13	80	01	\$22.86		\$23.37

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
Skate	Skate Programs Coordinator	7R	TR0082	13	7R13	80	01	\$22.86		\$23.37
Ski	Snow Centre Administrator	7R	TR0100	13	7R13	80	01	\$22.86		\$23.37
Ski	Snow School Coordinator	7R	TR0101	13	7R13	80	01	\$22.86		\$23.37
Adapted & Integration	Special Needs Area Coordinator	7R	TR0003	13	7R13	80	01	\$22.86		\$23.37
Sports	Specialty Sports Instructor	7R	TR0110	13	7R13	80	01	\$22.86		\$23.37
Youth/Leadership	Youth Leadership Program Coordinator	7R	TR0133	13	7R13	80	01	\$22.86		\$23.37
Youth/Leadership	Youth Program Coordinator	7R	TR0134	13	7R13	80	01	\$22.86		\$23.37
Culture - Arts	Adult Art Instructor	7R	TR0042	14	7R14	80	01	\$24.72		\$25.28
Culture - Museums	Senior Historical Interpreter	7R	TR0047	14	7R14	80	01	\$24.72		\$25.28
	Wage Grade 15			15			01	\$26.59		\$27.19
	Wage Grade 16			16			01	\$28.45		\$29.09
Aquatics	Aqua Fitness Instructor	7R	TRMR08		7RM1	80	01	\$24.66		\$25.21
Fitness	Fitness Instructor	7R	TRMR58		7RM1	80	01	\$24.66		\$25.21
Fitness	Personal Trainer	7R	TRMR59		7RM1	80	01	\$24.66		\$25.21
Aquatics	Specialty Aqua Fitness Instructor	7R	TRMR10		7RM2	80	01	\$29.35		\$30.01

Family	Harmonized Classification	PST	PSG	Wage Grade	PYRL Wage Grd	Hours	Level	January 1, 2014 (2013 + 1.75%)	Effective June 1, 2014 (Increase to Minimum Wage)	January 1, 2015 (2014 + 2.25%)
Fitness	Specialty Fitness Instructor	7R	TRMR60		7RM2	80	01	\$29.35		\$30.01

Note: As per MOA dtd Feb 2, 2012, the five (5) harmonized job classifications that are driven by labour market realities are to receive the ABI for 2013, 2014 & 2015. I.E. TRMR08, TRMR10, TRMR58, TRMR59 & TRMR60

Notes

Printed by:



Canadian Union of
Public Employees