



CUPE LOCAL 79

RECREATION WORKERS UNIT

April 19, 2000

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CUPE LOCAL 79

RECREATION WORKERS' UNIT

MEMORANDUM OF AGREEMENT

BETWEEN:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 79**

(Local 79)

and

CITY OF TORONTO (the City)

WHEREAS Local 79 and the City are engaged in collective bargaining regarding the terms and conditions of employment for all employees in the Local 79 Recreation Workers' Bargaining Unit represented by Local 79 and wish to resolve these terms and conditions;

THEREFORE, Local 79 and the City agree as follows:

1. Local 79 and the City agree that the outstanding issues that have not been resolved through negotiations are set out in Appendix 1 of the Full-time Memorandum of Agreement and will be resolved through mediation/arbitration. To effect this purpose, the parties agree to the following process to resolve and determine all issues in dispute.
2. The matters that have been agreed to with respect to the Local 79 Recreation Workers' Bargaining Unit are set out in Appendix 1 of this Memorandum of Agreement.
3. The status quo will remain with respect to the application of the matters set out in Appendix 1 of the Full-time Memorandum of Agreement provided that this shall not alter any rights, privilege or duty of the City, Local 79 or the employees in connection with these matters. However, in the case of a job posting under any existing collective agreement, all employees of the City represented by Local 79 will be eligible to apply for the posting and their application will be treated on the same basis as applications from employees covered by the collective agreement under which the job is posted. This is without prejudice to any existing grievances or any position the parties may wish to take at arbitration.
4. The parties shall appoint William Kaplan who shall act as a Mediator to assist them in reaching agreement and, failing agreement, as the Chair of the Board of Arbitration set out below. The parties agree to share the costs of the Mediator/Chair.
5. Both parties will name their nominee to the Board of Arbitration within ten (10) calendar days of this Agreement. The parties will co-operate to ensure that the mediation/arbitration will be held as soon as possible.
6. The Mediator/Chair will determine the process and procedure for mediation in consultation with the parties and may conduct the mediation portion of the process with the assistance of the nominees to the Board of Arbitration.
7. The powers of the Board of Arbitration shall be as set out in Section 48 of the Ontario Labour Relations Act, except as modified by paragraph 4 of the Memorandum of Agreement dated March 23, 2000.

8. A draft decision of the Board of Arbitration will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The parties will have fourteen (14) calendar days from the date they receive the draft decision, or such longer period of time as they may agree in writing, to meet and agree on all or some of the matters. These meetings may be with the assistance of the Mediator/Chair if both parties wish. Failing agreement in that time, the draft decision of the Board of Arbitration on the matters not agreed shall become final and binding on the parties.
9. The Board of Arbitration shall remain seized of any difficulties encountered in implementing its decision and shall also have jurisdiction to decide issues related to the implementation of any of the matters referred to arbitration that are resolved by the agreement of the parties.
10. Positions taken in negotiations or mediation by either party or their representatives are without prejudice to any position either party may take at arbitration.
11. This Agreement is subject to ratification by the principals of the respective parties.
12. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Agreement to their respective principals.
13. Unless otherwise specified, the terms and conditions of this Memorandum and the annexed Appendix 1 become effective within twenty-one (21) calendar days following ratification by both parties.
14. The parties hereto agree to the terms of this memorandum as constituting full settlement of all matters in dispute, save and except with respect to grievances or Labour Board matters and pay equity complaints that have been initiated and are currently outstanding.

Entered into this 19th day of April, 2000 on behalf of:

The Negotiating Committee of the
City of Toronto

The Negotiating Committee of the
Canadian Union of Public Employees,
Local 79

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THIS AGREEMENT made in quadruplicate this 19th day of April, 2000

BETWEEN:

THE CITY OF TORONTO

hereinafter called "the City"

of the First Part,

-and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

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

Hereinafter 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 Local 79 and the City were parties to and bound by a composite Collective Agreement pursuant to the Public Sector Labour Relations Transition Act, 1997;

AND WHEREAS the City and Local 79 have mutually agreed to enter into and execute this Collective Agreement commencing from January 1, 1999 to remain in force until and including December 31, 2001, 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:

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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.

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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 Schedules 1, 2 and 3 annexed hereto and forming part of this Agreement save and except:

- (a) supervisors; and
- (b) persons above the rank of supervisor; and
- (c) 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.

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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:

(a) maintain order, discipline and efficiency;

(b) 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

(c) 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.

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ARTICLE 4 - DEFINITIONS

4.01

"Service" and "Seniority " shall be defined as all hours paid, including periods of employment in other Local 79 Bargaining Units.

4.02

"Regularly scheduled work" is work identified as available when a program is to be implemented and which can be assigned in advance of the implementation of the program. 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. Where the relief work falls within another bargaining unit, the hours paid shall be added to the employee's aggregate hours.

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ARTICLE 5 - UNION SECURITY

5.01

It shall be a continuous condition of employment with the City that all employees shall be members in good standing, and that all future employees who come within the Local 79 Unit shall become members of Local 79 within thirty (30) days from their respective dates 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 of each such deduction, pay the sum so deducted to Local 79.

(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.

(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 bi-weekly 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, and an alternate rate indicator, where available and applicable.

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.

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LETTER OF INTENT - Information Requests

Local 79 and the City shall meet during the term of the Collective Agreement to discuss information requests by Local 79 as they pertain to the Recreation Workers' bargaining unit. The City will endeavour to provide where possible the information as requested by Local 79.

LETTER OF INTENT - Classifications

In addition to the information listed in clause 5.03, the City undertakes to provide the employee's classification in accordance with the pay system report criteria, as soon as it is possible to do so following the conversion of the existing payroll

systems from their format to the SAP system.

MEMORANDUM OF AGREEMENT ITEM ONLY - Pay System Report Criteria

The parties agree to meet forthwith following the date of ratification 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 - Role of the Union

Local 79 and the City shall meet during the term of the Collective Agreement to develop a program to expand the role of the union in the workplace. The first meeting shall take place within ninety (90) days of the ratification of the memorandum.

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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.

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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, up-grading, promotion, transfer, lay-off, discipline, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship, handicap 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 because of such person being an officer, steward, committee member or member at large of Local 79.

7.02

In this article, the term "Handicap", as provided in clause 7.01 shall be as defined in the Human Rights Code, R.S.O., 1990 as amended.

7.03

The prohibition within clause 7.01, with respect to handicap 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 their duties of a position by reason of handicap.

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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.

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ARTICLE 9 - WAGES AND SALARIES

MEMORANDUM ITEM ONLY

1. Within 120 calendar days of the ratification of this Agreement by the parties, and prior to the implementation of the increase specified in (2) below, each employee in the Union who was employed by the City in 1999 and who did not receive a wage increase in 1998 will receive a lump sum payment equal to one percent (1%) of his/her gross 1999 earnings (as represented on the

employee's T4 gross earnings) up to a maximum of \$400.00 less statutory deductions required by law.

2. Effective January 1, 1999 increase all rates for all classifications payable on December 31, 1998 by 2%. Within 120 calendar days of ratification of this Agreement by the parties, each employee who was employed in 1999 shall receive retroactive pay on 1999 earnings less statutory deductions required by law. Such payment may be forwarded by registered mail to the last address on record or may be paid concurrently with regular wages.
3. Effective January 1, 2000 increase all rates for all classifications payable on December 31, 1999 by 2.17%.

Within 120 calendar days of ratification of this Agreement by the parties, each employee who was employed in 2000 shall receive retroactive pay on 2000 earnings less statutory deductions required by law. Such payment may be forwarded by registered mail to the last address on record or may be paid concurrently with regular wages.

4. Effective January 1, 2001, increase all rates for all classifications payable on December 31, 2000 by 3.2%.

9.01(a)

Effective January 1, 1999, the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position as set forth in Schedule 1 annexed hereto and forming part of this Agreement.

9.01(b)

Effective January 1, 2000, the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position as set forth in Schedule 2 annexed hereto and forming part of this Agreement.

9.01(c)

Effective January 1, 2001, the salaries and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position as set forth in Schedule 3 annexed hereto and forming part of this Agreement.

9.02

The current practice with respect to the payment of wages shall continue for the term of the Collective Agreement. Upon expiry of the Collective Agreement it shall be mandatory for all employees to be enrolled in payroll direct deposit.

9.03(a)

A employee who, for a period of at least a full day or shift, is assigned to perform the regular duties of a higher rated position in another City

bargaining unit shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of 30¢ per hour, whichever is greater for the duration of the assignment.

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 within the eighteen (18) month period following the initial assignment to such position he/she shall, subject to the approval of the Department Head concerned, be granted such increment effective the beginning of the pay period nearest the date on which he/she qualifies for such increment.

9.04

The City may set rates of pay for new or changed classifications and shall advise Local 79 of such new or changed classifications at least ten (10) working days prior to the implementation of the new or changed rate of pay and/or changed classification. If Local 79 is of the opinion that the rate is unfair or improper, Local 79 shall have the right of filing a grievance in accordance with Step 3 of the grievance procedure, as set forth in clause 14.07 hereof.

9.05

Employees shall continue to receive their pay in accordance with their present pay cycle until the implementation of a uniform bi-weekly pay cycle. Effective on or about March 1, 2001 all employees in Local 79 shall be paid on a uniform bi-weekly basis. The parties agree to meet within sixty (60) days of ratification to address issues, which may arise with respect to the harmonizing of the pay periods.



LETTER OF INTENT - Rate And Job Classification Harmonization Process

The parties agree that the harmonization of wages and restructuring of job classifications must be completed as soon as reasonably possible. To effect this purpose, the parties agree to the following process to resolve and determine the issues in dispute.

1. The City and Local 79 will establish a Harmonization Committee within thirty (30) days following ratification of up to twenty (20) members, ten (10) appointed by each party and shall meet forthwith following the appointment of the Committee members. Local 79 members will receive their regular rate of pay for time spent in carrying out the Committee's responsibilities during their regular working hours.
2. Among the Committee's responsibilities shall be the following:
 - (a) the creation of new or merged job classifications from the existing classifications where, in the opinion of the Committee, it is appropriate or necessary to do so, and

- (b) the development and implementation of a process for determining the rates of pay for any new or merged job classifications.
3. The Committee may identify, by way of survey or otherwise, the core duties and responsibilities of, and all the relevant information in connection with job classifications and shall be provided with such information as is reasonably necessary to accomplish its purpose.
 4. Any resolved matters will be agreed upon in writing signed by the designated representatives of Local 79 and the City. Positions taken at the Committee by either party or their representatives are without prejudice to any position either party may take at Arbitration.
 5. The parties shall agree on the appointment of a mediator to assist them in reaching agreement and, failing agreement, as the chair of the Board of Arbitration set out below. The parties agree to share the costs of the mediator/arbitrator.
 6. The mediator will determine the process and procedure for mediation in consultation with the parties.
 7. If the parties have not reached an agreement on all of the wage rates and job classifications by December 31, 2000, or such later date as may be agreed upon in writing, either Local 79 or the City may refer the outstanding rates and classifications, including all matters relating to implementation dates (retroactivity) to a Board of Arbitration for a final and binding determination. The Board will be composed of one person nominated by each of the parties with the mediator as the Chair.
 8. Both parties will name their nominees to the Board of Arbitration within ten (10) calendar days of the referral, or such later date as the parties may agree in writing. The parties will co-operate to ensure that the hearing(s) will be held as soon as possible. To this end, the parties will ask the mediator/arbitrator immediately upon appointment to schedule at least twenty (20) days for hearings over the months of January, February and March 2001.
 9. The powers of the Board of Arbitration and all other matters in relation to the arbitration shall be as set out in Section 48 of the Ontario Labour Relations Act, except as modified by paragraph 4 of the Memorandum of Agreement dated March 23, 2000.
 10. A draft decision of the Board of Arbitration on all outstanding wage rates and job classifications, including implementation dates (retroactivity) will be delivered to the parties as expeditiously as possible following the conclusion of the hearings. The parties will have fourteen (14) days from the date they receive the draft decision, or such longer period of time as they may agree in writing, to meet and agree on all such rates and classifications. These meetings may be with the assistance of the mediator/arbitrator if both parties wish. Failing agreement in that time, the draft decision of the Board of Arbitration shall become final and binding on all parties.

For clarity, job classifications which are found in Schedules 1, 2 and 3 of the

Recreation Workers' Collective Agreement will be treated as a separate group of jobs for purposes of rate and job classification harmonization.

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PRINCIPLES FOR HARMONIZATION

1. All available information, including financial information, necessary for the Harmonization Committee to carry out its responsibilities will be provided by the City in full and on a timely basis. The mediator/arbitrator will have the jurisdiction to order the production of any such information.
2. The effective date for implementation, including retroactivity, if any, of any matter referred to arbitration is to be determined by the Board of Arbitration. However, where as a result of the harmonization process an employee's current wage rate is greater than the classification rate established for the employee, the employee shall continue to receive all negotiated wage increases and increment increases otherwise provided for under this Agreement. In addition, and for the sake of greater clarity, no employee shall suffer any reduction in the employee's current wage rate until the expiry of this Agreement and any extension of the terms and conditions of this Agreement by law. For the purpose of the renegotiation of this Agreement, it is understood that the wage rates shall be as determined by the Harmonization process.
3. It is agreed that as of the date of execution of this Agreement that the parties have not been able to identify and agree upon the methods to be used by the Harmonization Committee in carrying out its responsibilities as described in the Letter of Intent. Accordingly, if the Committee is unable to agree upon the methods, either party may advance before the Board of Arbitration whatever methods it considers appropriate.
4. The parties acknowledge that there are a number of outstanding wage rate issues currently pending under existing job evaluation programs/pay equity programs provided for either separately or under Collective Agreements which form part of the composite Collective Agreement. Accordingly, the parties agree that these issues shall continue to be processed and, if necessary, arbitrated under the terms of the appropriate Collective Agreement. For this purpose, the relevant Collective Agreements/ Pay Equity Plans will be considered continued until the outstanding issues have been concluded.

LETTER OF INTENT - Aggregate Hours

The City shall begin to inform each employee on an ongoing basis of the number of his/her accumulated aggregate hours as soon as appropriate information systems are in place to convey the information.

LETTER OF INTENT - Shortage of Pay

In the event that an employee's pay has a shortage of four (4) hours' pay or more, and the employee so requests within three (3) working days of the pay date for the biweekly pay period in which the shortage occurred, the Employer shall make

every effort to rectify the shortage within three (3) working days from the time that the employee first notifies the appropriate payroll services representative.

LETTER OF INTENT - Increment Committee

The City and Local 79 agree to establish an Increment Committee within thirty (30) calendar days of the ratification of the Collective Agreement for the purpose of jointly developing a common increment policy. The committee shall consist of four (4) members two (2) appointed by each party.

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 Leaves of Absence for Union business".

The Committee shall have the following responsibilities:

- (a) identification of all current practices with respect to movement through the existing increment structures; and
- (b) the development of guidelines for a common increment policy for recommendation to the City within ninety (90) calendar days of the first meeting of the Committee.

The City will prepare the draft of the increment policy, taking into consideration the guidelines from the Committee (if received), and review it with the Committee prior to it being finalized by the City.

The current policies with respect to increments will continue to apply until the new City Policy is implemented.

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LETTER OF INTENT - Job Evaluation

1. The parties agree to constitute a Committee to establish a new job evaluation program unique to the City of Toronto.
2. The Committee shall consist of ten (10) persons five (5) appointed by Local 79 and five (5) appointed by the City. Local 79 appointees to 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.
3. In the event that the parties are not able to reach agreement on the content and/or implementation of the new job evaluation program, the matter shall become a subject for negotiation in the renewal bargaining of this Agreement. Failing agreement, the content and/or implementation of the new job evaluation program shall be referred to arbitration pursuant to Section 40 of the Labour Relations Act.

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ARTICLE 10 - PREMIUM PAY PROVISIONS

10.01

Each employee shall be paid at the rate of time and one-half (1 1/2) for time worked in excess of eighty (80) hours per bi-weekly pay period.

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 on less than one (1) hour's notice, he/she shall be paid for the first full hour, provided he/she reports within the first hour and works the remainder of said hour.

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ARTICLE 11 - STATUTORY HOLIDAYS

11.01(a)

The statutory holidays covered under this Collective Agreement are: New Year's 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 11.01, each employee who works on a statutory holiday shall be compensated for all hours worked at the rate of time and one-half (1 1/2), and in addition, shall be paid his/her regular day's pay.

11.03

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

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ARTICLE 12 - VACATIONS

12.01

As part of their bi-weekly pay, employees shall receive vacation pay as follows:

(a) Employees who have not yet completed two thousand and eighty (2,080) paid hours shall receive vacation pay of four (4) percent (4%) of their earnings;

(b) At the beginning of the pay period following completion of two thousand and eighty (2,080) paid hours, their vacation pay shall be increased to six percent (6%) of their earnings; and

(c) At the beginning the of the pay period following completion of seventeen thousand, seven hundred and sixty (17,760) paid hours, their vacation pay shall be increased to eight percent (8%) of their earnings.

12.02

Each employee's aggregate regular hours paid at straight time shall be multiplied by the appropriate vacation entitlement percentage in accordance with 12.01 and shall be credited toward that employee's total aggregate hours semi-annually.

12.03

After the completion of the first calendar year of employment and each subsequent calendar year each employee shall be entitled to two (2) weeks vacation time, without pay.

Provided that the days to be observed hereunder as holidays in accordance with Article 11 (Statutory Holidays) shall not be considered as part of the vacation.

LETTER OF INTENT - Vacation Banking

The parties agree to meet to discuss the issue of enabling employees who have accumulated two thousand and eighty (2,080) paid hours to elect an option to bank their vacation savings pay (VSP).

LETTER OF INTENT - Harmonization of Vacatlon

The parties agree to discuss and resolve the issue of harmonizing the vacation year prior to December 1, 2000.

An employee shall not suffer any loss of vacation entitlement through any anniversary date conversion for vacation purposes in respect to this Article .

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ARTICLE 13 - PENSIONS AND RETIREMENT

13.01

Notwithstanding Article 7.01 (No Discrimination or Harassment) hereof, each employee in this Unit shall be retired upon attaining the age of sixty-five (65) years, such retirement to be effective upon the last day of the month in which the sixty-fifth (65th) birthday of such employee occurs.

Any Employee employed on the date of ratification of the Collective Agreement aged sixty-four (64) or greater shall be permitted to continue to work.

13.02(a)

All employees enrolled in the Ontario Municipal Retirement System (OMERS) as of January 1, 1998, shall continue to participate in the OMERS plan.

13.02(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.

13.02(c)

Without limiting the generality of the foregoing, the pension plans to which clause 13.02(b) applies include, but are not limited to:

- * Toronto Civic Employees' Pension Plan
- * York Employees' Pension Plan
- * 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 the date of ratification of this Collective Agreement. 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 13.02(b).

13.02(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.

13.02(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.

13.03

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.

13.04

For those leaves of absence granted under clauses 15.06(a) and 15.06(b), every employee who has elected to participate in the Ontario Municipal Employees Retirement System or any other pension plan as set out in 13.02 (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 therefor by the City.



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 Act and the Pension Benefits Act. If a process is developed, it is agreed that all pension contributions shall be borne by Local 79.

LETTER OF INTENT - Pensions

The parties agree to meet during the term of the Collective Agreement to negotiate earlier retirement and improvements and/or changes to the pension plans, including specialized provisions for certain classifications with the City.

Any changes agreed to will be subject to ratification by both parties.

LETTER OF INTENT - Buy Back of Optional Pensionable Service

The City agrees to implement an optional service buy-back program for employees as soon as practically possible.

Other than any associated administrative costs, such program shall be at no cost to the City.

LETTER OF INTENT - Pension Education

Both the City and Local 79 recognize the value of educating employees about their pension plan, their eligibility for enrolment and other pension related issues.

In this regard the City and Local 79 shall meet during the term of this Collective Agreement for the purpose of developing a joint pension presentation that would be made available to Local 79 members.

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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 Department Head 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. In the event that a Steward or Officer is permanently transferred by the City, from the work area that he/she would normally represent, the City will notify Local 79 as soon as practicable.

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 Homes for the Aged Part-time Unit Collective Agreements are interchangeable.

14.07

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 day 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 Department Head 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 Department Head 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 Department 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 Department 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 grievor will attend the Step Three meeting upon the request of Local 79 in the case of a discharge or suspension of five (5) working days or more, provided that such request must be made at least five (5) working days prior to the date of the Step Three meeting.

Mediation

14.08 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

14.09

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 Department Head or the Director of Employee and Labour Relations, or Local 79 in the case of a management grievance pursuant to clause 14.21, 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.

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Policy Grievances

14.16

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

Group Grievances

14.17

Where a Group Grievance involves a group of employees in the same department, 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. Group grievances involving a group of employees in two or more departments shall be filed at Step Three within twenty (20) working days of the circumstances giving rise to the grievance.

Suspension or Discharge Grievances

14.18

Whenever an employee is suspended or dismissed, 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 the said employee has been suspended or ceases to be employed by the City, as the case may be.

Promotions to the Full Time Unit Grievances

14.19

Any grievance of an employee with respect to Article 30 "Promotions 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 Department other than the employee's Department, the grievance shall be directed by Local 79 to the Head of the Department in which the vacancy occurred.

Sexual Harassment Grievances

14.20

Where an allegation is made by an employee that 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

14.21

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.

Disciplinary Discussions and Notations

14.22

Whenever an employee is requested to report for a disciplinary discussion with a supervisor, prior to any disciplinary action being taken, such employee shall have the right of having either a Steward or Local 79 Representative present at such meeting or, if neither is available, he/she shall have the 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.

14.23

The City shall forward a copy of any letter of discharge to the Recording Secretary of Local 79.

14.24

Where an employee has not received a disciplinary notation for a period of two (2) years actually worked, any disciplinary notation(s) recorded on the employee's service record shall be null and void insofar as it pertains to the record of such employee. If the employee requests the removal of a disciplinary notation(s) after such two (2) year period the disciplinary notation(s) will be removed from the employee's file.

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LETTER OF INTENT - Re: 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 on a quarterly basis or at such other times as may be requested by either party.

LETTER OF INTENT - RE: 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.

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ARTICLE 15 - LEAVE OF ABSENCE

Bereavement Leave

15.01(a)

An employee who is absent from work solely due to the death and/or uneral of the father, mother, father-in-law, mother-in-law, son, daughter, brother, sister, same sex partner, husband or wife of such employee, shall be compensated for regularly 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. Should the employee be unable to attend such funeral or memorial service because of the distance to be travelled, such employee may be granted a day off with pay for the purpose of mourning the death.

15.01(b)

An employee who is absent from work solely due to the death and/or funeral of the son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild of such employee, shall be compensated for regularly 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. Should the employee be unable to attend such funeral or memorial service because of the distance to be travelled, such employee may be granted a day off with pay for the purpose of

mourning the death.

15.01(c)

An employee may be granted leave of absence and compensated for scheduled hours missed by reason of such absence, at the discretion of the Department 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).

Jury or Witness Duty

15.02

Each employee who is called to serve as a juror or is subpoenaed as a witness in a legal proceeding:

15.02(a)

shall 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 Department Head a satisfactory certificate showing the period of such service;

15.02(b)

shall be paid his/her regular hourly rate for scheduled hours missed during the period of such jury or witness service, provided that he/she shall pay to the Commissioner of Finance of the City the full amount of compensation received for such service and obtain an official receipt therefor, it being understood that the full amount does not include monies received on days other than his/her scheduled work days with the City, or any monies received for meal allowance or travelling allowances; and

15.02(c)

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

Pregnancy/Parental Leave

15.03

Pregnancy and/or Parental Leave shall be provided as follows:

15.03(a)

Pregnancy and/or Parental Leave, without pay, shall be in accordance with Part XI of The Employment Standards Act, R.S.O.,1990, as amended.

15.03(b)

For any employee who does not qualify under Part XI 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.

15.03(c)

A request for an extension of Parental Leave may be granted at the discretion of the Department Head or designate concerned and shall not involve any expense to the City.

15.03(d)

For those employees who are granted a leave of absence in accordance with 15.03 (a), 15.03(b) and 15.03(c) 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 eight (8) pay periods preceding the commencement of such leave, to a maximum of 80 hours per pay period.

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

15.03(e)

Vacation entitlement will not be reduced as a result of any period of Pregnancy and/or Parental Leave taken in accordance with 15.03(a) or 15.03(b) herein.

15.03(f)

Pregnancy and/or Parental Leave taken in accordance with sub-clauses 15.03(a) and 15.03(b) herein, shall not involve any expense to the City except as provided for in (e) above.

15.03(g)

On returning from pregnancy and/or parental leave, the employee's seniority shall be adjusted for each full pay period of absence by the average hours worked per pay period in the eighteen (18) pay periods preceding the leave of absence to a maximum of eighteen (18) pay periods.

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.

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Citizenship Leave**15.04**

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

15.05

Subject to the approval of the Department Head, an employee may request, and be granted leave of absence, without pay, of up to four (4) consecutive 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.

Leave of Absence for Full-time Local 79 Position

15.06(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

15.06(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 Department Head 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

15.07(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

15.07(b)

Subject to the approval of the Department Head 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.

Time Off to Attend to the Business of Local 79

15.08(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.

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

15.08(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 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". This provision does not apply to employees who are elected or appointed to full time Union positions in accordance with 15.06 (a) and (b).

15.08(c)

For those employees who are granted a leave of absence in accordance with clause 15.08(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 Article 6.01.

Local 79 Negotiating Committee

15.09

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.

LETTER OF INTENT - Participation in Elections

Leave of absence for participation in elections shall be in accordance with the City policy as may be amended from time to time.

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ARTICLE 16 - SENIORITY

16.01(a)

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.

16.01(b)

Notwithstanding the foregoing sub-clause, effective the date of ratification of this Collective Agreement, all employees who were previously covered by a Collective Agreement shall have placed to their credit such seniority as they had accumulated in accordance with the terms of their predecessor Collective Agreements. Following the aforementioned effective date, employees shall continue to accrue seniority in accordance with the terms of this Collective Agreement.

16.01(c)

Notwithstanding clause 16.01 (a), effective the date of ratification of

this Collective Agreement, all employees who were not covered by a predecessor Collective Agreement shall have placed to their credit seniority in accordance with section 33(3)(b) or (c) of the Public Sector Labour Relations Transition Act, 1997, R.S.O. 1997, c.21, Schedule B which shall be calculated from their first date of hire with their predecessor employer unless they lost seniority in accordance with clause 16.02, in which case it shall be calculated from their subsequent date of hire. Following the aforementioned effective date, employees shall continue to accrue seniority in accordance with the terms of this Collective Agreement.

NOTE: All former City of Etobicoke employees who were previously covered by the CUPE Local 185 Collective Agreement will have their seniority calculated in accordance with the provision of clause 16.01(c)

16.01(d)

Immediately following the ratification of this Collective Agreement, the City shall establish for each employee his/her seniority and shall notify each employee in writing of such. A complaint concerning the accuracy of an employee's seniority shall be considered if submitted within sixty (60) working days of the employee's receipt of the notice of seniority.

16.02

An employee shall lose his/her seniority if:

- i. he/she voluntarily terminates his/her employment.
- 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 will be forwarded to Local 79 in January and July of each year.

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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.

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.

17.05

Leave of absence, with pay, shall be granted to one (1) full-time Workers Compensation/Rehabilitation Representative whose responsibilities will include workers' compensation and rehabilitation. The cost of such leave shall be shared equally by the parties.

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ARTICLE 18 - LEGAL EXPENSES

18.01(a)

Where an employee of the City is charged with an offence under the Criminal Code, The Highway Traffic Act 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 or acts 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 of the charge and his/her legal costs do not exceed twenty-five thousand dollars (\$25,000) the Chief Financial Officer & Treasurer 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 Administration Committee and the City Council for their consideration.

NOTE: 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 paragraph 50 of section 207 of The Municipal Act, R.S.O. 1990, 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.

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ARTICLE 19 - TRANSPORTATION

19.01

Whenever an employee is required and authorized to use his/her automobile on business of the City, the City shall pay to such employee an allowance of forty-two cents (42¢) per kilometre actually travelled in the course of transacting the business of the City.

19.02

Whenever an employee is required to use the public transportation system in the course of his/her duties, such employee shall be provided with public transit tokens/tickets or passes for that purpose.

LETTER OF INTENT - Transportation Allowance

The parties agree that the process established under the Local 79 Full -Time Collective Agreement (Letter of Intent: Transportation Allowance) for the purpose of developing a new arrangement for the pay of transportation allowances and rates will also apply to the Local Recreation Workers bargaining unit.

NOTE: The parties agree that the above-mentioned process for developing a new arrangement for the payment of transportation allowances and rates will include discussions pertaining to parking. However, the parties further agree that in the event they are unable to reach agreement, the issue of parking shall not be referred to arbitration.

The concerns of part-time employees in this unit who drive their own vehicles in the course of their duties shall be taken into consideration and discussed during the foregoing process.

LETTER OF INTENT - Transportation

Where an employee in the past has not been expected to have access to a

personal vehicle, is now, as a result of restructuring, amalgamation of services or harmonization of classifications, required to have access to a personal vehicle to carry out City programs and services such employee will be given at least three (3) months notice of such change.

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MEMORANDUM OF AGREEMENT ITEM ONLY

April 10, 2000

Ms. Anne Dubas
President, Local 79

Dear Ms. Dubas

This will confirm that an employee who is required to have access to a personal vehicle as specified in the Letter of Intent, "Transportation" will be covered under the provisions of Article 19.

Yours very truly

Harold M. Ball
Director, Employee and Labour Relations

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ARTICLE 20 - PAY EQUITY

In recognition of its commitment to achieving pay equity the City of Toronto has a number of existing pay equity plans; and

In recognition of the parties mutual commitment to the ongoing process of pay equity and to the principle of equal pay for work of equal of comparable value;

The parties agree as follows:

- a. The parties agreed to abide by the provisions of the Pay Equity Act; and,
- b. Following completion of the current Collective Agreement negotiations the parties agree to meet with a view to the development of an appropriate process for achieving and maintaining the objectives of the Pay Equity Act.

LETTER OF INTENT - Special/Pay Equity Reserve Fund

The parties acknowledge that immediately following completion of wage harmonization we will begin the process of determining whether any pay equity

adjustments are required pursuant to the Pay Equity Act.

The City will establish within 120 days of the ratification of the Collective Agreement a Special/Pay Equity Reserve Fund for the purpose of providing for pay equity adjustments for employees in the Local 79 bargaining unit.

Any amount left in the fund after providing for these adjustments will be returned to the City.

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ARTICLE 21 - HEALTH AND SAFETY

21.01

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.

21.02

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.

21.03

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

21.04

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 within her Division.

21.05

Leave of absence, with pay, shall be granted to one (1) full-time Local 79 Health and Safety representative whose responsibilities will include the co-ordination of the Health and Safety Committee, hazard analysis and the training of members. The cost of such leave shall be borne by the employer.

LETTER OF INTENT - Working Past Midnight

The parties agree to meet within thirty (30) days of the ratification of this Agreement to discuss the issue of transportation home for employees whose schedules commence during the day and end after midnight. Until such time as a harmonized policy is developed or for the term of the Collective Agreement, whichever occurs first, the following will apply:

Where an employee is not scheduled to work past midnight, but the employee works past midnight at the request of his/her Department Head, 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.

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.

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ARTICLE 22 - EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE

22.01

Each employee shall have access to his/her departmental file for the purpose of reviewing all evaluations and/or disciplinary notations pertaining to his/her work record with the City.

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ARTICLE 23 - REQUEST FOR TRANSFER

23.01

An employee wishing to transfer to a different location within Recreation Services may submit such request in writing to the Department Head.

LETTER OF INTENT - Movement between Bargaining Units

During the term of the Collective Agreement, the parties shall agree to discuss the process of moving from one Local 79 Part-time Bargaining Unit to another Part-time Bargaining Unit.

An employee covered by the Part-time Recreation Workers' Collective Agreement, who moves to a part-time position covered by another Local 79 Part-time Collective Agreement shall carry his/her seniority/service as calculated, defined and prescribed in this Collective Agreement.

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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 during his/her scheduled working hours, time spent at the session shall be without loss of pay .

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ARTICLE 25 - LUNCH AND REST PERIODS



25.01

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.

25.02

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.

25.03

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.

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ARTICLE 26 - PROTECTIVE CLOTHING



26.01

Safety equipment and safety attire shall be supplied to all employees who are required to perform duties where hazards exist. Where the City provides safety equipment and clothing or working attire, such safety equipment, safety clothing or working attire must be worn by

the employee, provided however, that it is recognized that there may be occasions during an employee's working hours when the wearing of such equipment, clothing or attire is unnecessary to the employee's safety or well being.

Protective Clothing, Equipment and Wearing Apparel Committee

26.02

The City and Local 79 agree to establish a special Protective Clothing, Equipment and Wearing Apparel Committee within thirty (30) calendar days of the ratification of the Collective Agreement for the purpose of jointly developing a new protective clothing, equipment and wearing apparel policy. The Committee shall consist of six (6) members, three (3) appointed by each party.

Local 79 members on 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".

26.03

The Committee shall have the following responsibilities:

- a. identification of all protective clothing, sun protection, wearing apparel and required equipment policies applying to employees prior to and following amalgamation.
- b. the development of guidelines for a new protective clothing , sun protection and wearing apparel and required equipment policy for recommendation to the City within ninety (90) calendar days of the first meeting of the Committee.

26.04

The City will prepare a draft of the new protective clothing and wearing apparel policy, taking into consideration the guidelines from the Committee (if received), and review it with the Committee prior to it being finalized by the City.

26.05

The current policies and Collective Agreement provisions with respect to protective clothing, wearing apparel, sun protection and required equipment will continue to apply until the new City policy is implemented.

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ARTICLE 27 - RE-CERTIFICATION/EDUCATION, TRAINING

AND UPGRADING PROGRAMS

27.01

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 half the cost of any required CPR, first aid, aquatic or aerobic fitness re-certification that the employee requires to perform the duties of a position in which she/he is currently scheduled.

27.02

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:

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



ARTICLE 28 - SCHEDULING

28.01(a)

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 and Recreation Division serves.

28.01(b)

Local 79 and the City are mutually concerned with addressing the needs and requests of the community in scheduling employees at the centre/seasonal facility where they have previously worked or are currently working. The City and Local 79 are mutually concerned with respect to fairness and reflection of seniority in scheduling.

28.01(c)

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.

28.01(d)

In order to offer relief work, the employer shall keep a list showing the qualified employees available for work.

28.01(e)

It shall be an employee's responsibility to arrange for a substitute from the relief list if he/she does not wish to work on his/her scheduled day.

28.01(f)(i)

If the employee is unable to work due to illness or other unavoidable circumstance, the employee must notify the City three (3) hours before their start time and the employer will offer the relief work to an available qualified employee from the list. Programs will be cancelled as a last resort.

28.01(f)(ii)

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.

28.01(g)

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

28.01(h)

It is the responsibility of each employee to provide notice to the division when they first become qualified to deliver a particular program for which they wish to be offered work. Employees may make themselves available for work in as many programs as they have qualifications.

28.01(i)

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.

28.01(j)

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).

LETTER OF INTENT - Scheduling

The parties agree to meet during the term of the Collective Agreement to discuss issues of scheduling.

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ARTICLE 29 - EMPLOYMENT SECURITY

29.01

Prior to contracting out any work, now performed by employees, the City shall, where practicable, provide eighty (80) calendar days written notice to Local 79 and, where Council approval is being sought, provide said notice prior to the department concerned forwarding its final recommendations regarding the contracting out to the appropriate Committee of Council. Such notice shall be for the purpose of allowing Local 79 to make any representations it wishes to the Department involved and the appropriate Committee of Council. Any representations shall be made promptly and in any event within eighty (80) calendar days of giving of such notice.

The written notice pursuant to the above shall contain an invitation from the Department involved to meet within ten (10) working days for the purpose of discussing the proposed contracting out. In addition, the Department shall upon the request of Local 79 provide cost information, the reasons that have led to the decision to recommend the contracting out of the work and any other pertinent Departmental information with respect to the proposed contracting out to Local 79.

29.02

The City will provide Local 79 with 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.

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ARTICLE 30 - PROMOTIONS TO THE FULL TIME BARGAINING UNIT

30.01(a)

Employees in this unit shall be eligible to apply for posted vacancies in the full time Local 79 unit provided they have not lost seniority pursuant to clause 16.02.

30.01(b)

If the employee is successful in his/her application for promotion, 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 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.

Note: 30.01(a) is included in the referral of Promotions and

Appointments to arbitration as set forth in Appendix 1 of the full-time Memorandum of Agreement dated April 19, 2000.

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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, R.S.O., 1995, as amended.

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ARTICLE 32 - TERM OF AGREEMENT AND NOTICE TO BARGAIN

32.01

This Agreement shall remain in force from the 1st day of January, 1999, until and including the 31st day of December, 2001, 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.

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ARTICLE 33 - DESIGNATES

33.01

Where the terms Department Head, Executive Director, Human Resources, City Solicitor, Treasurer 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.

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ARTICLE 35 - CHANGE OF ADDRESS

35.01

Every employee shall notify the City of any changes in address or telephone number within two (2) weeks of the change.

ARTICLE 36 - LETTERS OF INTENT

36.01

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

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ARTICLE 37 - PRINTING OF THE COLLECTIVE AGREEMENT

37.01

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.

For Memorandum Purposes Only : Harold Ball's letter of July 22, 1999 re: the printing of the Collective Agreement will be included with the Memorandum.

For Memorandum Purposes Only : Harold Ball's letter of February 15, 2000 re posting of the Collective Agreement on the Intranet will be included with the Memorandum.

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ARTICLE 38 - EMPLOYMENT EQUITY

38.01

The City and Local 79 acknowledge that employees should be provided with fair and equitable access to employment opportunities and in this regard the parties agree that they shall continue to discuss employment equity issues. 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.

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ARTICLE 39 - LABOUR MANAGEMENT COMMITTEE

39.01

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 every three (3) months.

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ARTICLE 40 - PRESERVATION OF CITY PROGRAMS

40.01

The parties agree to establish a joint Local 79-City committee to explore the feasibility of returning work to the bargaining unit which has presently been contracted out and/or was previously done by members of the bargaining unit or could be done by members of the bargaining unit.

LETTER OF INTENT - Technological Change

Local 79 and the City agree to meet during the term of the Collective Agreement to discuss Local 79's role with respect to the introduction of technological change that impacts on the manner in which employees perform their work. Priority items to be discussed and explored will include but not be limited to the following list:

- (i) definition of technological change;
- (ii) short-term and long term planning for technological changes;
- (iii) notification to Local 79 of potential and proposed technological

change;

(iv) provision of information relating to the nature of technological change, date of proposed technological change and approximate number, classification and location of employees affected;

(v) equitable access to training and education with respect to technological changes; and,

(vi) access to peer mentoring and assistance program with "specialists" available as needed to cope with the introduction and/or changes in technology.

LETTER OF INTENT - Merger

The parties agree to meet during the term of the Collective Agreement for the purpose of discussing the feasibility of merging the various part-time agreements with the full-time agreement.

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LETTER OF INTENT - Domestic Violence

The parties acknowledge that domestic violence is a significant social problem that affects the health and well-being of City employees.

The parties agree to meet within three (3) months of the signing of the Memorandum of Agreement to establish and implement a jointly developed program to accommodate employees who are victims of domestic violence.

LETTER OF INTENT - Modified Work Program

This will confirm our understanding with respect to the development of a modified work program (M.W.P.) for employees of the City.

A M.W.P. Design Committee will be established as soon as reasonably possible following the ratification of the new Collective Agreements between the City and Local 79.

The Committee will consist of two (2) members appointed by each of the City and Local 79. The Committee may access external experts to assist it in its work if the parties agree. 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 Leaves of Absence for Union Business".

It is recognized that special and different considerations may apply to some aspects

of design in order to address the needs of the employees in each of the separate bargaining units.

The Committee will take into consideration the Memorandum Item Only titled "Modified Work Program" , appended to the Full time Collective Agreement, in developing its recommendations for a new M.W.P.. Such recommendation shall be provided to the City within 120 days of the first meeting of the Committee.

LETTER OF INTENT - Joint City-Local 79 Committees

The parties agree that a positive working environment is beneficial for both employees and the City.

In this regard, where there is an established joint City-Local 79 workplace committee, such Committee will continue to function under their present terms and conditions. This is not to bar either party from initiating their interest to establish new workplace or professional committees. In the event either party wishes to terminate, the Director of Employee and Labour Relations or the President of Local 79, as the case may be, shall advise the other party within sixty (60) working days notice of its wish to terminate said committee and if requested, shall meet prior to the actual termination.

Notwithstanding the termination provisions in the above-noted paragraph, if there is a termination provision in the terms of reference of existing workplace committees, those termination provisions shall govern.

MEMORANDUM OF AGREEMENT ITEM ONLY

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 the ratification of the Collective Agreements.

MEMORANDUM OF AGREEMENT ITEM ONLY

Process for the Placement of Employees and/or Positions into the Appropriate Bargaining Unit

Following the ratification of this Memorandum of Agreement, Local 79 and the City will develop a process to ensure that employees and/or positions currently covered by any of the Local 79 bargaining units are placed in the appropriate Local 79 bargaining unit. Any disputes that may arise regarding such placements may be the subject of a grievance, and if a grievance is filed by Local 79 it shall be initiated at Step 3 and if a grievance is filed by the City it shall be initiated under clause 14.21 (Management Grievances).

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LETTER OF INTENT - Special Amalgamation and Restructuring Committee

Both Local 79 and the City agree that some employees' existing personal or family arrangements for attending work may be adversely affected by amalgamation or restructuring. For this reason, the parties agree to establish a special Amalgamation and Restructuring Impact Committee to assist these employees.

If, as a direct result of either the amalgamation or restructuring, changes are made, such as but not limited to the place of work, hours of work or leave of absence situation applying to an employee before amalgamation and those changes cause hardship by adversely affecting the employee's personal or family arrangements for attending work, the employee may apply to the Committee for consideration.

The Committee will review all applications it receives and may recommend to the City and, where necessary, to Local 79 appropriate steps to assist the employee, taking into consideration available jobs, work skills, the requirements and efficiency of operations and any cost implications. The Committee may consult directly with the employee affected where it feels it is necessary to do so.

The Committee will consist of six (6) members appointed in equal numbers by Local 79 and the City.

Local 79 members on 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 Leaves of Absence for Union business".

In view of the unique nature of its task, the Committee will be provided with the necessary information to perform its functions and special training, if it so requests.

MEMORANDUM OF AGREEMENT ITEM ONLY

February 15, 2000

Anne Dubas
President, Local 79

Dear Ms. Dubas

Further to my undertaking, the City shall endeavour to post seniority lists, a list of officers and stewards of Local 79 and the Collective Agreements on the City of Toronto intranet as soon as possible.

Your truly,

Harold Ball
Director of Employee and Labour Relations

MEMORANDUM OF AGREEMENT ITEM ONLY

February 15, 2000

Ms. Anne Dubas
President, Local 79

RE: Access to Child Care and/or Elder Care

Dear Ms. Dubas:

Currently employees of the City have priority access to 400 child care spaces presently being provided directly by the Children's Services Division of the Department of Community and Neighbourhood Services under the policy of the former Municipality of Metropolitan Toronto.

It is the intention of the City to continue to provide priority access to the aforementioned child care spaces until such time as a new policy is developed.

Further, the City and Local 79 shall meet during the term of the Collective Agreement to explore the feasibility of providing City employees and their families with dedicated access to City-operated or funded facilities which provide elder care.

The City agrees to consult with Local 79 prior to the introduction of the new policy.

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MEMORANDUM OF AGREEMENT ITEM ONLY

July 22, 1999

Ms. Anne Dubas
President, Local 79

Dear Ms. Dubas:

Further to our discussion during negotiations on July 21, 1999, in which you identified the need for Collective Agreements to be available in large print and Braille formats for those employees with visual impairments, the City undertakes 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.

Yours very truly,

Harold M. Ball
Director, Employee & Labour Relations

LETTER OF INTENT - Illness Protection Plan.

The parties agree to meet during the term of the Collective Agreement to explore the feasibility of providing employees in this Unit with an Illness Protection Program .

MEMORANDUM OF AGREEMENT ITEM ONLY

TO: ALL DEPARTMENT HEADS

FROM: Harold M. Ball, Director, Employee and Labour Relations

DATE: March 24, 2000

SUBJECT: **Documentation Retention**

A matter has been recently brought to our attention by Local 79 during the collective bargaining process with respect to the type of documentation that remains in employees' files with respect to grievances involving disciplinary matters that have been resolved.

Specifically, Local 79 articulated several examples where an agreement had been reached to rescind the discipline in its entirety yet documentation such as supervisor's reports and other documentation regarding the incident giving rise to the discipline had not been removed from the employee's file subsequent to the grievance settlement.

In this regard, I would ask that you advise your staff to ensure that where grievances relating to disciplinary or non-disciplinary matters (such as action which may have been taken in innocent absenteeism cases) are resolved by agreeing to remove the discipline or reference to a particular incident in its entirety and that any supporting documentation regarding the matter be removed from the employee's file unless there is a specific agreement to do otherwise with the Union.

Please note that the foregoing will not apply where a grievance is resolved by modifying or reducing any disciplinary action taken and the modified or reduced penalty or incident remains part of the employee's record. This would also include any modifications regarding non-disciplinary matters as long as some reference to the matter is to remain as part of the employee's record.

In the event you have any questions, please do not hesitate to contact me and thank you very much for your assistance regarding this matter.

LETTER OF INTENT - Recreation Program Area Re-organization

If the 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.

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LETTER OF INTENT - Access to Benefits

The parties agree in principle that employees within this bargaining unit shall have access to employee paid benefits.

In this regard the parties shall form a joint committee for the purpose of determining the feasibility of providing employees with 100% employee paid benefits.

The committee shall consist of up to two (2) representatives from each of Local 79 and the City.

The joint committee shall, where there is agreement, make recommendations to the City regarding the implementation of a process whereby employees will have access to employee paid benefits. Where possible, any recommendations shall be implemented during the term of this Collective Agreement.

Matters to be considered shall include but will not be limited to:

- * the benefit package that will be available
- * the method of payment
- * arrears
- * benefit selection options
- * enrollment options, and
- * administrative/cost considerations

The parties shall commence their discussions within sixty (60) days of the ratification of this agreement

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 Leaves of Absence for Union Business".

LETTER OF INTENT - Employee Assistance Programs

In this regard representatives from the City and Local 79 shall meet to review the existing program so as to allow Local 79 to provide input and, where appropriate, make recommendations regarding changes and/or improvements to the program.

LETTER OF INTENT - Pay Rate and Hours of Pay for Paid and Unpaid Leave of Absence for Union Business

The parties agree to meet during the term of the Collective Agreement to develop a

formula for determining the hours of pay and the rate of pay for employees who are on leave of absence for union business. The parties agree that when the leave is without pay, the City will pay the employee's wages and benefits in accordance with the formula, invoice Local 79 and Local 79 shall, forthwith remit full reimbursement to the City.

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LETTER OF INTENT - Legislative Change

In the event that the local, regional, provincial and/or federal governments propose or enact legislation, policy or regulations that are of concern to either party, the parties shall meet to develop a plan of action to effectively deal with the impact of such legislation.

WAGE SCHEDULES

LOCAL 79 RECREATION WORKERS' UNIT

AND

CITY OF TORONTO

The following wage schedules (Schedule 1 - January 1, 1999 - December 31, 1999, Schedule 2 - January 1, 2000

- December 31, 2000 and Schedule 3 - January 1, 2001 - December 31, 2001.

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.

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