

COLLECTIVE AGREEMENT

Between

Canadian Union of Public Employees
Local 2998

and

City of Toronto

January 1st 2020 to December 31st 2024



COLLECTIVE AGREEMENT

BETWEEN:



CITY OF TORONTO

(Hereinafter referred to as "the Employer")

- AND -



CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2998

(Hereinafter referred to as "the Union")

(Collectively referred to as "the Parties")

Regarding the Association of Community Centres listed below:

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

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

Whereas the by-laws of the Union as approved provide that membership in the Union shall be open to those employees of the Employer as hereinafter set forth; and

Whereas the Employer and the Union have mutually agreed to enter into and execute this Collective Agreement commencing from the first (1st) day of January, 2020, to remain in force until and including the thirty-first (31st) day of December, 2024, and from year to year thereafter as hereinafter provided;

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

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Article 1: Purpose

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

Article 2: Term of Agreement – Termination in whole or part

- 2.01 This Agreement shall remain in force from the first (1st) day of January, 2020, until and including the thirty-first (31st) day of December, 2024, and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement and both parties shall thereupon negotiate in good faith in respect of the matters which they so propose to change or alter.

Article 3: No Strike or Lockout

- 3.01 The Employer agrees that there shall be no lock-out and the Union agrees that there shall be no strike during the term of this Agreement. The meaning of the words "lock-out" and "strike" shall be as defined in the *Labour*

Relations Act, 1995, S.O. 1995 as amended (the "Labour Relations Act").

Article 4: Copies of Agreement

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

Article 5: Recognition

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

Article 6: Categories of Employment and Definitions

- 6.01 "Summer Program Staff" are employees hired solely for the purpose of providing a program which runs only during

the summer period of any calendar year, whether or not those employees are students. For the purposes of this provision, "summer period" is defined as the period commencing May first (1st) through to and including Labour Day.

- 6.02 "Special Project Workers" are employees hired solely for the purpose of providing a program of less than one (1) year in duration which is dependent on a designated single grant for eighty percent (80%) or more of its funding.

The President of Local 2998 shall be notified by the Community Centre upon the hiring of a Special Project Worker and shall be provided with information pertaining to funding of the position and the nature of the work.

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

- 6.03 (a) Casual relief work is work required to accommodate workload requirements or to relieve employees absent on account of vacation, illness, accident or authorized leave of absence.

- (b) "Casual Relief Staff" are employees hired solely for the purpose of performing casual relief work.
 - (c) The Employer may assign casual relief work to employees other than Casual Relief Staff. Any hours so assigned are added to their other scheduled hours for purposes of entitlements under this Agreement.
 - (d) Employees, not deemed casual, may request to fill in on casual work that becomes available.
- 6.04 All references to "spouse" in this Collective Agreement shall include all legal spousal partnerships recognized under Ontario law, including common-law partners.
- 6.05 Whenever the masculine or singular has been used throughout this Agreement, it shall be deemed to include all expressions of gender identity or the plural where the context so allows or requires.
- 6.06 Where the terms "Executive Director" and "Director of Employee & Labour Relations", "Manager", or "Supervisor" appear in this Collective Agreement, it shall be read to include "or their designate".
- 6.07 Where the term "Executive Director" appears in this Collective Agreement, it shall be read to mean the "Executive Director of the appropriate Community Centre".
- 6.08 Where the term "President of Local 2998" appears in this Collective Agreement, it shall be read to include "or their designate".

Article 7: Union Security and Check-Off

- 7.01 All employees covered by this Agreement as a condition of employment shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union, provided that the Employer shall not be required to discharge an employee who has been expelled or suspended from membership in the Union, other than for engaging in unlawful activity against the Union. New employees covered by this Agreement shall become members in good standing in the Union within thirty (30) calendar days from the respective dates of the commencement of their employment.
- 7.02 Pursuant to clause 7.01, the Employer shall deduct the regular monthly union dues from the wages of all employees as a condition of employment. The deduction shall be made on a per-pay basis and remitted to the National Secretary-Treasurer and a copy of the submission provided to the Secretary Treasurer of the Union by the fifteenth (15th) day of the month following the month for which the dues were deducted, accompanied by a list of names, addresses, home phone numbers of employees from whose wages deductions have been made, their job title(s), status, work location and the number of hours for which each employee was compensated.

This submission will also indicate staff changes occurring within the bargaining unit including new hires, promotions, recalls, Special Project Workers who have become part of the bargaining unit, employees completing their probationary period, terminations, layoffs,

resignations, retirements and leaves of absence (paid or unpaid) of more than thirty (30) days in duration.

- 7.03 The Union will indemnify and save the Employer harmless from any and all claims which may be made against either party by an employee or employees for the amounts deducted from their pay as provided by this Article.
- 7.04 The Union shall advise the Employer in writing of the amount of Union dues to be deducted from every employee covered by this Agreement and of any changes in the amounts to be deducted. The Union shall advise the Employer in writing of the name and address of the National Secretary-Treasurer of the Union and of any changes thereto.
- 7.05 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in this Article.
- 7.06 The Employer shall include the amount of union dues deducted on each employee's T-4 slip.
- 7.07 Employees shall notify the Employer of any changes in their address, email address or telephone number within two (2) weeks of the change.
- 7.08 Employees shall provide their immediate supervisor/manager with the name of their emergency contact and notify of any changes within two (2) weeks of the change. Emergency contact numbers will only be used in case of an emergency.

Article 8: Management Rights

8.01 The Union and the employees recognize and acknowledge that it is the exclusive function of the Employer to:

- (i) maintain order, discipline and efficiency;
- (ii) hire, discharge, layoff, direct, classify, transfer, schedule hours of work, promote, demote and suspend or otherwise discipline any employee provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that any such employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided; and,
- (iii) generally to manage the operation and undertakings of the Community Centres and without restricting the generality of the foregoing to select, install, and require the operation of any equipment, plant and machinery which the Employer in its complete discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Community Centres.

8.02 The Employer agrees it will not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.

Article 9: No Discrimination

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

Article 10: Harassment

- 10.01 Each Community Centre will post the Employer's Human Rights and Anti-Harassment Policy in a prominent location in the workplace.

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

Article 11: Representation

- 11.01 The Employer acknowledges the right of the Union to appoint or otherwise select Officers, and no more than three (3) Site Stewards per Community Centre. The Union acknowledges and agrees that Officers and Site Stewards have regular duties to perform and will not leave their regular duties to assist employees in respect of matters arising under this Agreement without obtaining the permission of their Executive Director and will similarly report upon returning to their regular duties. Permission shall not be unreasonably denied. Subject to clause 31.02, time spent during an employee's regular working hours pursuant to this Agreement shall be without loss of pay.

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

Note: Centres that have more than twenty-five (25) employees shall have no more than three (3) Site Stewards, and Centres that have fewer than twenty-five (25) employees shall have no more than two (2) Site Stewards.

- 11.02 The Union will supply the City and the Community Centres with a list of all of its Stewards and Officers and the

Community Centre they represent, as soon as they are elected or otherwise appointed, and thereafter will notify in writing of any changes.

- 11.03 Employees, not exceeding five (5) in number, who are required to attend negotiation meetings to renew the Collective Agreement with Representatives of the Employer shall be granted time off from work for this purpose after giving reasonable advance notice in writing to the Executive Director. This time off shall be with pay at the employee's regular rate of pay. Those employees who normally work the afternoon shift will be expected to work in the evening after they have attended negotiations during the day, provided that the negotiations are four (4) hours or less on that day.

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

- 11.04 All correspondence and notifications provided to the Union under this Agreement shall be directed to the President of Local 2998 and copied to the Recording-Secretary of the Union, other than that related to the Grievance and Arbitration process or unless otherwise stipulated in the Collective Agreement.
- 11.05 (a) A Representative of the Union and the Union Co-Chair or a certified member of the Joint Health and Safety Committee shall be given an opportunity to meet with each new employee within their respective regular working hours, without loss of pay, for a maximum of

thirty (30) minutes during the first (1st) month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership.

(b) Where operations permit, a Representative of the Union shall be given an opportunity to meet with new employees not covered by 11.05(a) above within their respective regular working hours, without loss of pay, for a maximum of thirty (30) minutes for the purpose of acquainting the new employee with the benefits and duties of union membership.

(c) Otherwise, a Representative of the Union shall be given an opportunity to meet during the new employee's orientation for a maximum of thirty (30) minutes for the purpose of acquainting the new employee with the benefits and duties of union membership.

11.06 When new employees commence employment, their supervisors shall introduce them to their Site Steward or Union Representative.

11.07 When the Employer conducts a formal investigation which may result in discipline against the employee or when written disciplinary action is being issued to an employee, the employee shall be advised of their right to have a Site Steward or Local 2998 Representative present at such meeting. The Union shall ensure that representation is available within twenty four (24) hours of notification of the meeting.

Article 12: Labour-Management Committee

- 12.01 A Labour-Management Committee shall be established to discuss topics of general and/or specific interest to the parties. Its purpose will be to provide an outlet for the exchange of ideas between the City, the Community Centres and the Union and it shall, from time to time, as it sees fit, make recommendations which will make for a greater degree of co-operation and understanding between the parties concerned.
- 12.02 The Committee shall be comprised of not more than five (5) Representatives from the Employer, including one Representative from Employee & Labour Relations, and five (5) Representatives from the Union, including one National C.U.P.E. Representative. Members of the bargaining unit authorized to participate on this Committee shall receive their regular rate of pay for attendance at Labour-Management meetings scheduled during their regular hours of work.
- 12.03 An agenda of the subjects to be discussed will be submitted at least seven (7) working days before the day agreed upon for the meeting. The Labour-Management Committee will meet in February, June and October. Additional meetings may be scheduled upon the request of either party. Health and Safety shall be a standing agenda item of the Labour Management Committee.

Article 13: Bulletin Boards

- 13.01 Dedicated space on bulletin boards will be made available to the Union for the posting of official union notices in

convenient locations determined by the Community Centres. These bulletin boards shall be in areas where employees will have access to them. The Union shall have the right to post notices of meetings and other notices that may be of interest to its members. Problems may be identified by either party and shall be the subject of discussion.

Article 14: Probationary Period

- 14.01 The Employer shall have the exclusive and unlimited right to discharge:
- (a) any employee regularly working forty (40) hours per week at any time during the first one thousand and forty-four (1,044) hours actually worked within the latest period of continuous employment with the Centre; or,
 - (b) any employee regularly working fewer than forty (40) hours per week and eighteen (18) hours per week or greater during the first twelve (12) months of employment, or prior to the completion of one thousand and forty-four (1,044) hours, whichever comes first; or,
 - (c) any employee working fewer than eighteen (18) hours per week or casual relief employees prior to the completion of one thousand and forty-four (1,044) hours.

(d) Employees who have completed three (3) calendar years or more and have worked a total of five hundred and twenty-two (522) paid hours will be deemed to have completed their probationary period for disciplinary and discharge purposes only.

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

14.03 Each Community Centre shall maintain its own list of aggregate hours for probationary employees. The Recording Secretary of the Union and the Site Steward for the Centre (as designated by the Union) shall be provided with an up-to-date list in January and June of each year. Each Centre's list will indicate the name, status, job title(s), aggregate hours and date of hire of all employees covered by this Agreement who have not yet completed their probationary period.

Article 15: Seniority and Service

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

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

- (i) voluntary resignation that is not withdrawn within seventy-two (72) hours;
- (ii) discharge for reasonable cause from employment without written reinstatement;
- (iii) failure to report for work within five (5) working days from the date that recall to work is issued;
- (iv) absence from work without authorization in excess of seven (7) calendar days from commencement of such absence; or
- (v) not being recalled to work to the Community Centre from which they were laid-off within eighteen (18) months from the date of lay-off.

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

- (i) voluntary resignation that is not withdrawn within seventy-two (72) hours;
- (ii) discharge for reasonable cause from employment without written reinstatement;
- (iii) failure to report for any three (3) scheduled shifts within any twelve (12) month period without reasonable cause:

- (iv) the employee has not been in receipt of salary or wages for a period of twelve (12) consecutive months except when the employee is on an authorized leave, including any leave authorized by statute; or
- (v) termination of employment resulting from lay-off, pursuant to the *Employment Standards Act, 2000*.

15.04 Each Community Centre shall maintain its own seniority list of aggregate service for its employees in accordance with the provisions of this Article. Seniority will be recorded in aggregate hours for all employees. The Recording Secretary of the Union and the Site Steward for the Centre (as designated by the Union) shall be provided with an up-to-date list in January and June of each year. Each Centre's list will indicate the name, status, job title(s), aggregate hours and date of hire of all employees covered by this Agreement, excluding probationary employees, in order of seniority.

Article 16: Lay-off and Recall

- 16.01 The Employer shall have the right to lay-off employees as necessary for the efficient and effective operation of the Community Centres.
- 16.02 Employees subject to lay-off shall be provided twenty-one (21) calendar days' written notice of lay-off and advised of their entitlements under this Agreement with respect to bumping and recall rights, if any. Any lay-off notice shall be copied to the President of Local 2998 at the same time it is issued to the affected employee.

- 16.03 Laid-off employees shall not be entitled to the rights and benefits provided under this Agreement, other than the right of recall as provided in clause 16.06.
- 16.04 The following additional provisions apply to employees other than casual relief staff:
- (i) Employees shall be laid-off in reverse order of seniority within the job title at the respective Community Centre.
 - (ii) Upon request of the Union, the parties shall meet within the twenty-one (21) calendar day period referenced above to discuss the proposed lay-off(s).

Bumping

- 16.05 (a) Employees regularly working eighteen (18) hours per week or greater who are in receipt of notice of lay-off may elect to bump an employee with less seniority within the same Community Centre, provided they are immediately qualified to perform the duties of the position.
- (b) The Employer shall provide an up-to-date seniority list to the affected employee at the same time written notice of lay-off is provided, and upon request of the employee, applicable job descriptions. The employee shall submit an up-to-date resume, completed Skills Summary Form, as provided by the Employer, and confirm their intention to bump within fourteen (14) days of the date of the written notice of lay-off. The confirmation shall be provided in writing to the Executive Director.

- (c) It is understood that should an employee elect not to proceed through the bumping procedure, the employee will be laid-off and placed on the recall list.

Recall

- 16.06 (a) Should regularly scheduled work become available at the Community Centre that issued the notice of lay-off within the eighteen (18) month period following the date of lay-off, laid off employees who regularly worked eighteen (18) hours per week or greater prior to lay-off shall be recalled, in order of seniority, provided the employee is qualified and able to perform the work.

- (b) All benefits accumulated by an employee prior to lay-off shall be suspended during the period of lay-off. Should the employee be recalled to work as provided above, benefits shall again commence, subject to the requirements of this Agreement.

Article 17: Grievance Procedure

- 17.01 For the purposes of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.

- 17.02 Time limits for all steps of the entire grievance and arbitration procedure may be extended by written mutual consent.

- 17.03 Where a difference arises between the parties relating to the interpretation, application, alleged violation or

administration of this Agreement, including any question as to whether a matter is arbitrable, the difference, referred to as "the dispute" in Step One and thereafter as "the grievance", shall be resolved according to the following procedure.

Step One – Dispute Resolution

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

Step Two

- (ii) If the dispute is not resolved at Step One, the grievance shall be put in writing and be signed by the Union and the employee, or the Union on the employee's behalf, and will include the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the provisions of the Agreement which are alleged to have been violated. The Union shall file the grievance and the written decision as

provided for in Step One with the Executive Director of the respective Community Centre within ten (10) working days following the Step One meeting. The Executive Director shall confer with the Union within ten (10) working days after receipt of the grievance at Step Two, and shall advise the Union in writing of their decision in respect to the grievance within five (5) working days of the time of the conference. The Grievor shall have the right to be present at the Step Two meeting.

Step Three

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

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

Arbitration

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

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

17.06 Grievances submitted to arbitration shall be determined by a single arbitrator. The dispute shall be heard by a mutually agreed upon arbitrator with an availability that meets the parties' timelines.

17.07 Upon mutual agreement by the parties, the grievance may be determined by a Board of Arbitration. The parties will confirm in writing the name of their nominee to the arbitration board within twenty (20) working days of the agreement. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson, the Union shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the Employer and to the nominees to the Board.

17.08 The single arbitrator, or the Board of Arbitration as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be final and

binding upon the Union, the Employer, and upon any employee affected by it. The decision of a majority shall be the decision of the Board of Arbitration, but if there is no majority the decision of the Chairperson shall govern.

- 17.09 Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Board of Arbitration, or single Arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.
- 17.10 The Arbitrator or Board of Arbitration shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.
- 17.11 At any step of the grievance procedure the Union shall have the right to the assistance of a Representative of the National Union.
- 17.12 The grievance procedure as set out in this Article will apply to clauses 17.13 to 17.16 except as amended below.

Policy Grievance

- 17.13 Policy grievances arising out of the interpretation, application, administration or alleged violations of this Agreement may be filed with the Director of Employee & Labour Relations at Step Three of the grievance procedure,

with copies provided to the Executive Director(s) of the affected Centre(s), within twenty (20) working days of the circumstances giving rise to the grievance have occurred or have become known to the Union.

Group Grievance

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

Suspension or Discharge Grievance

- 17.15 Whenever an employee, other than a probationary employee, is suspended for ten (10) days or more, or is dismissed, the grievance shall be initiated at Step Three within twenty (20) working days after the employee has been suspended or ceases to be employed by the Employer, as the case may be.

At any time, if the parties agree, a grievance may be initiated at Step Three.

Management Grievance

- 17.16 In the event the Employer has a grievance, the Director of Employee & Labour Relations, following consultation with the Executive Director of the Community Centre or Centres, shall file a grievance in writing and will include the nature of the grievance, the remedy sought and shall

be sufficiently specific to identify the provisions of the Agreement which are alleged to have been violated. The grievance shall be filed within twenty (20) working days of the circumstances giving rise to the grievance with the authorized Officers of the Union who shall confer with the Director of Employee & Labour Relations within twenty (20) working days of receipt of such grievance. In the event that the authorized Officers of the Union do not provide redress satisfactory to the Employer, the Director of Employee & Labour Relations may process the grievance to arbitration in accordance with the arbitration provisions as set out in this Agreement, with the necessary changes being made.

Mediation

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

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

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

Article 18: Job Postings (Employment)

18.01 (a) (i) Whenever the Employer determines a vacancy is to be filled for a position, a notice to this effect shall be posted in each of the Community Centres for a

period of one (1) calendar week. An electronic copy of the posting shall be sent by e-mail to the Union's Recording Secretary.

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

Applicants from other Community Centres must clearly identify on their application/resume that they are currently working at a Community Centre otherwise they will not be considered as an internal candidate.

- (ii) Failure of a Community Centre to post the notice shall not result in a grievance against the Community Centre with the posted vacancy.
- (b) Applicants from within the issuing Community Centre, who have completed their probationary period, will be given first consideration and, if no selection is made, consideration will be given to applicants from other Community Centres and finally, if no selection is made, the Community Centre may then consider external applicants.

Applicants from other Community Centres must clearly identify on their applications/resume that they are currently working at a Community Centre

otherwise they will not be considered as an internal candidate.

- (c) The selection of qualified applicants will be based upon any or all of the following factors: education, training, relevant work experience, ability, skills specific to the position posted, appraisal of past performance which may include a review of their personnel file, seniority with the Community Centres covered by this Agreement, and reference checks.
- (d) Where two (2) or more of the qualified applicants are relatively equal, seniority shall prevail.

18.02 The job posting shall contain the following information:

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

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

18.04 The Union's Site Steward(s) and the Union's Recording Secretary will be advised of the name of the successful applicant within seven (7) calendar days of the appointment. The Union will provide the contact information of these Representatives annually or as changes occur.

Trial Period

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

Portability of Seniority and Service Related Entitlements

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

Article 19: Personnel Files

19.01 Employees shall have access to their personnel file, in the presence of their manager at the Centre for the purpose of review. Access to the personnel file shall be provided as soon as it is feasible but no later than five (5) working days following receipt of the request.

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

Article 20: Wages and Salaries

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

The parties agree to a five (5) year term with wage adjustment increases as follows:

January 1, 2020	1.0% base increase on gross regular pay;
January 1, 2021	1.0% base increase on gross regular pay;
January 1, 2022	1.0% base increase on gross regular pay;
January 1, 2023	1.5% base increase on gross regular pay;
July 1, 2023	0.25% base increase on gross regular pay;
January 1, 2024	1.75% base increase on gross regular pay;

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

Increments

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

Acting Rate

- 20.03 Employees who are assigned and perform the regular duties of a higher rated position for at least a full day or all scheduled hours shall be paid the minimum of the hourly rate for the position of the higher job title or an increase of sixty-five cents (\$0.65) per hour, whichever is greater but in no case shall an employee be paid in excess of the

maximum rate for the higher rated position (“the acting rate”).

- 20.04 For employees regularly working eighteen (18) hours per week or greater, the acting rate shall apply to periods during which the employee is absent on paid leave, receiving sick pay, on paid holidays or on annual vacation, provided that the employee has been continuously paid at the acting rate for at least three (3) consecutive months and the qualifying period has not been interrupted by an aggregate of absences of paid leave, sick pay, paid holidays, or vacation in excess of twenty (20) working days prior to the absence or paid leave.
- 20.05 The above acting rate will be paid only if the employee is still being paid the acting rate at the commencement of the absence and only to the extent that it would have been paid had the employee remained at work, and the acting rate would have been in place.

Pay Equity

- 20.06 In recognition of 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 or comparable value;

The parties agree as follows:

- a) The parties’ agree to abide by the provisions of the Pay Equity Act, R.S.O. 1990, as amended.

- b) The parties acknowledge the need to develop a comprehensive Pay Equity plan that covers all of the centres in the Association of Community Centres and encompasses all job classifications covered by this bargaining unit pursuant to the Pay Equity Act, R.S.O. 1990, as amended.
- c) Following completion of the current Collective Agreement negotiations, the parties agree to continue to meet with a view to the development of an appropriate process for achieving and maintaining the objectives of the Pay Equity Act, R.S.O. 1990, as amended, including retroactivity, if any, failing which the parties may exercise their rights under the Act.

Article 21: Hours of Work and Premium Pay Provisions

21.01 Where major changes are required in the scheduling of hours of work, including the introduction of new schedules for existing work, the Employer agrees to advise and discuss such changes with the Union prior to their implementation. The Employer shall provide the proposed changes in work hours to affected employees for discussion and a Union Representative may attend any meetings.

Meal Breaks and Rest Periods

21.02 (a) Each employee shall be afforded a rest period equivalent to fifteen (15) minutes for any four (4) hour period worked where operational requirements allow, as determined by the Executive Director.

- (b) Employees who are not able to take their meal breaks due to operational needs, shall at the Employer's discretion, have their meal breaks rescheduled within the same day. If that is not possible, the employee shall be compensated for the lost meal break at straight time, or time and a half, whichever is applicable.

Employees Working Fewer than eighteen (18) hours per week and Casual Relief Employees

- 21.03 (a) For employees working fewer than eighteen (18) hours per week and casual relief employees, the hours of work shall be scheduled as required by the respective Community Centre subject to the terms of this Agreement.
- (b) Where possible, the Employer agrees to provide a minimum of twenty-four (24) hours' notice to employees where a previously scheduled shift is to be cancelled.
 - (c) Where an employee reports for a previously scheduled shift and no work is available, the Employer shall endeavour to find the employee alternate work. Where no alternate work is available, the employee shall be paid for the scheduled hours at the rate of the position they were originally scheduled to work, up to a maximum of three (3) hours of pay.
 - (d) Employees who are called in to work a shift within the hour before the shift starts shall be paid for the entire shift, provided they report within the first hour of the call.

Premium Pay (Overtime)

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

Lieu Time

21.05 (a) Employees may receive compensation for authorized overtime worked in the form of time off in lieu of pay, at the rate of one and one-half (1½) hours off for each hour of overtime worked. The lieu time accumulated for both overtime work in accordance with this Article, and work on designated holidays in accordance with Article 22, shall not exceed eighty (80) hours per year.

(b) Lieu time shall be taken during the calendar year in which the excess time is worked. An employee may, with the approval of the Executive Director, or at the request of the Executive Director and with consent of the employee, take the time off during the next calendar year.

21.06 Requests to take lieu time shall be made in writing two (2) weeks in advance of the leave and the Employer shall respond in writing within three (3) working days concerning the approval of the request. In the case of an emergency, the response from the Employer shall be made immediately. No requests regardless of timelines shall be unreasonably denied.

Call Back / Call-in

21.07 Employees who regularly work eighteen (18) hours per week or greater and who are required and authorized to return to work after having left the work location at the

end of their shift will be allocated a minimum two (2) hours of lieu time at time and one-half (1½), or will be allocated time and one-half (1½) the actual number of hours worked.

- 21.08 Upon the request of the Union, relevant information pertaining to the scheduling of hours of work shall be provided by the Community Centre.
- 21.09 Where shift schedules are utilized, the Community Centre shall post the shift schedule in a location accessible to employees in the workplace and send to each affected employee by way of electronic communication.
- 21.10 The Union shall be notified of any unexpected closures of a Community Centre.

Article 22: Designated and Statutory Holidays

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

- 22.01 (a) For employees regularly working eighteen (18) hours per week or greater, the days to be designated as holidays by the Employer in each year during the term of this Agreement shall be the following: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day, December 26th and Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).
- (b) When any of the above-named holidays fall on a Saturday or Sunday, (excepting Remembrance Day),

the Employer shall designate an alternative day as the day of observance of such holiday, and it is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday. It is understood and agreed that the alternative day(s) so designated may fall immediately before and/or after such Saturday or Sunday, at the Employer's discretion.

- 22.02 (a) Employees who regularly work forty (40) hours per week and who are not required to work on a day so designated as a holiday shall be paid their regular rate of pay for each designated holiday not so worked.
- (b) Employees who regularly work fewer than forty (40) hours per week and eighteen (18) hours per week or greater and who are not required to work on a day so designated as a holiday shall be paid for the designated holiday in accordance with the *Employment Standards Act, 2000*, S.O., 2000 ("the ESA").
- 22.03 Subject to clause 22.01(b) above, employees defined under clauses 22.02(a) and 22.02(b) and who are required to work on a day so designated as a holiday shall be paid at the rate of time and one-half (1½) for time so worked and in addition may either:
- (a) take a subsequent lieu day off with pay at their regular rate for hours so worked, and provided that total lieu time taken for both work on designated holidays and overtime worked, as provided in Article 21, shall not exceed eighty (80) hours in any calendar year; or

- (b) be paid equivalent time at their regular rate of pay;
- (c) provided that the time off referred to in clause 22.03(a) above shall not exceed a regular working day; and,
- (d) provided further that the premium rate of pay referred to in this article, shall not apply to the time worked by any such employee, on any day that is a Saturday or a Sunday.

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

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

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

- (a) The statutory holidays covered under this Article are:
New Year's Day, Family Day, Good Friday, Victoria Day,

Canada Day, Labour Day, Thanksgiving Day, Christmas Day and December 26th.

- (b) Employees who are required to work on a statutory holiday as defined in clause 22.05(a) shall be compensated for all hours worked at the rate of time and one-half (1½), and in addition, shall be paid their regular day's pay.
- (c) Employees who are not required to work on a statutory holiday as defined in clause 22.05(a) shall be paid statutory holiday pay in accordance with the ESA provided they work the entirety of their scheduled hours before and after the statutory holiday.
- (d) Notwithstanding clause 22.05(c), where an employee demonstrates reasonable cause for not working the entirety of their scheduled hours before or after the statutory holiday as required in clause 22.05(c), they shall qualify for statutory holiday pay.
- (e) The statutory holiday pay referred to in clause 22.05(c) shall be calculated in accordance with the ESA, as follows:

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

Article 23: Floating Holidays

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

Article 24: Vacations

- 24.01 (a) Employees who regularly work forty (40) hours per week and who have completed their probationary period, shall be eligible for vacation with pay on the following basis:
- following the completion of one (1) year of service – three (3) weeks vacation; following completion of nine (9) years of service – four (4) weeks vacation; following completion of seventeen (17) years of service – five (5) weeks vacation; following completion of twenty-two (22) years of service – six (6) weeks of vacation; and following thirty (30) years of service – seven (7) weeks vacation in the thirtieth (30th) year only.
- (b) Employees who have qualified for vacation entitlement under subclause 24.01(a) above shall be eligible for the annual vacation entitlement after

January first (1st) of each calendar year. Other than what is set out in clause 24.01(c) below, January 1st shall be an employee's anniversary date for vacation purposes in respect of this Article.

- (c) Employees who have qualified for vacation entitlement under clause 24.01 (a) above may, at the discretion of the Executive Director, be eligible to take vacation at any time after January 1st in the year in which increased vacation entitlement occurs provided that the Employer shall be entitled to recover the value of the increased portion of the vacation taken prior to entitlement where the employee leaves the service other than by death or retirement.

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

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

- 24.03 Subject to clause 24.01(a) and clause 24.02, where an employee leaves the service of the Employer after January 1st in any year and prior to taking vacation in that year, the employee shall be paid an amount equivalent to the salary or wages that would normally have been paid to the employee on account of vacation.
- 24.04 Where an employee dies on or after January 1st in any year and prior to taking vacation in that year, the employee shall have paid to their estate an amount equivalent to the salary or wages that would normally have been paid on account of vacation.
- 24.05 Where an employee retires, the employee shall, in addition to any vacation entitlement under clause 24.01(a), be entitled to a proportion of earned vacation for the year of retirement based on the length of service between the first of the year of retirement and the effective date of retirement.

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

Employees not on Direct Deposit

- 24.06 When a pay day of an employee falls within the employee's annual vacation, and when wages are not paid by Direct Deposit, the employee shall receive all pay cheques which ordinarily would have been received during such vacation period on the first day prior to the commencement of the vacation, provided that the employee has forwarded a request to their Executive

Director at least two (2) weeks prior to the commencement of the vacation and provided further that the vacation period is of two (2) consecutive weeks duration or more.

Hospitalization

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

Pro-rating Vacation with Pay

24.08 When in any calendar year an employee who regularly works forty (40) hours per week is absent from work and not in receipt of salary or wages for one (1) or more periods, each comprised of four (4) consecutive pay periods or more, the vacation with pay entitlement under Article 24 shall be pro-rated. Pro-rating will occur at the end of the year and shall be calculated from the end of the first four (4) pay period absence.

An employee on the active payroll of the Employer and who is in receipt of a Workplace Safety and Insurance benefit as defined in Article 30, as a result of an injury arising out of and in the course of employment shall be considered as being in receipt of wages or salary.

An employee subject to pro-rating under this clause shall be eligible for the reduced vacation with pay and shall, upon request, be granted leave of absence without pay for the balance of such vacation, subject to clause 24.10.

Jury and Witness Leave

24.09 Employees who regularly work eighteen (18) hours per week or greater and who are required to serve as a juror in a court, or who are subpoenaed to serve as a witness in a court proceeding, during a scheduled vacation may, upon request, have that period of vacation time listed be changed to jury duty or witness leave.

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

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

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

(b) After the completion of two thousand and eighty-eight (2,088) hours of employment and each subsequent twelve (12) month period, three (3) weeks of vacation time without pay. Vacation pay in the amount of six

percent (6%) of gross annual wages earned during the vacation entitlement year shall be paid on each bi-weekly pay.

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

Article 25: Credits Balance

- 25.01 Where applicable, employees shall be advised in writing every calendar month of their sick pay, lieu time, float days, and vacation credit balances.

Article 26: Employee Benefit Plans

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

Extended Health Care Benefits

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

- (a) (1) Semi-private hospitalization – difference between ward and semi-private hospital room;

- (2) A drug card, including current mandatory generic prescription features for use in Canada will be provided. Drugs which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
- (i) Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules;
 - (ii) Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription. The dispensing fee cap for eligible compound drugs shall be twenty-five dollars (\$25) per prescription;
 - (iii) Maximum of three hundred dollars (\$300) per person per benefit year for smoking cessation medication;
 - (iv) Other non-prescription but life sustaining drugs if they have a Drug Identification Number;
 - (v) Non-generic drugs will be covered if:
 - (a) there is no generic substitution; or
 - (b) there are no generic substitutions readily available from the pharmacy of the employee's choice; or
 - (c) upon the insurer's approval of an application completed by the employee's

physician confirming that the generic drug is not medically effective, or not medically tolerated, such approval shall not be unreasonable withheld.

Eligible compounds:

- An eligible mixture/compound is one which contains a drug that bears a valid DIN, regardless of the prescription status; or
- A mixture/compound that contains a raw material, regardless of the prescription status of the raw material.

Ineligible Compounds:

- An ineligible mixture/compound is one which is considered experimental/investigational; or
- A mixture/compound that is contractually excluded under the plan; or
- A compound derived of vitamins and minerals.

(vi) Sclerotherapy drugs to a maximum of fifteen dollars (\$15) per injection.

(vii) Erectile Dysfunction medication will be limited to a maximum of forty (40) tablets every three (3) months based on first claim paid, unless there is a medically supported requirement

that an employee receive a greater number of tablets.

- (3) Private duty nursing at home when medically necessary, to a maximum of twenty-five thousand dollars (\$25,000) per person per three (3) benefit years;
- (4) Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or Registered Massage Therapist in good standing with their respective Colleges (after OHIP ceases to pay for treatment) to a maximum of four hundred dollars (\$400) per person, per practitioner, per benefit year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of eight hundred dollars (\$800) per person, per benefit year. It is understood that services of the above mentioned Registered Massage Therapist will require a prescription from a Physician, Surgeon, Osteopath in accordance with the Medicine Act, 1991, or Nurse Practitioner every benefit year in order to be eligible for reimbursement.

For prescriptions from an Osteopath, the Osteopath must be a member of an Osteopathic Association.

Note: For clarity, the Employer will apply clause (4) above on the basis that the doubling up of the paramedical benefits pursuant to the clause permits employees to elect to receive a maximum

of eight hundred dollars (\$800) for any one (1) paramedical service and four hundred dollars (\$400) for four (4) of the five (5) remaining paramedical services for a maximum benefit of two thousand and four hundred dollars (\$2,400) per person per benefit year. It is understood that services of the above mentioned Registered Massage Therapist will require a prescription from a Physician, Surgeon or Osteopath in accordance with the Medicine Act, 1991, or Nurse Practitioner every benefit year in order to be eligible for reimbursement.

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

Employees in receipt of Long Term Disability (LTD) benefits as of July 11, 2012, shall continue to receive unlimited services of a licensed or registered physiotherapist while they are in receipt of LTD benefits. Upon termination of their LTD benefits, the employee will only be entitled to the services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per benefit year.

- (6) Psychologist Services to a maximum of one thousand dollars (\$1,000) per person, per benefit year. Psychologist Services providers are registered psychologists, registered psychotherapists or registered Masters of Social Work (MSW)

practitioners who are members in good standing with their respective colleges.

- (7) Up to four hundred and fifty dollars (\$450) per person in any twenty-four (24) consecutive month period for contact lenses and/or eyeglasses prescribed by an ophthalmologist or licensed optometrist. This coverage can also be used to cover the cost of laser surgery. In addition, up to eighty dollars (\$80) for one (1) routine eye exam every twenty-four (24) consecutive months.

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

- (8) Hearing aids, including repairs and batteries to a maximum of one thousand and six hundred dollars (\$1,600) per person per three (3) benefit years.
- (9) One (1) pair of orthotic devices per person every two (2) benefit years provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall be limited to three (3) pairs of orthotic devices per benefit year.

- (10) One (1) pair of orthopaedic devices per person every two (2) benefit years provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall be limited to three (3) pairs of orthopaedic devices per benefit year. Off-the-shelf orthopaedic devices will only be allowed if there is a custom made modification and reimbursement of expenses will be limited to the cost of such modification.
- (11) Out of country emergency medical coverage for employees travelling in connection with their job duties.
- (12) One (1) prostate specific antigen (PSA) test per person, per benefit year to a maximum of forty dollars (\$40).
- (13) One (1) ovarian test (CA125) or (CA12511) per person, per benefit year to a maximum of forty dollars (\$40).
- (14) Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan.

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

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

Dental Benefits

One hundred percent (100%) of the premiums:

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

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

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

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

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

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

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

Group Life Insurance

One Hundred percent (100%) of premiums:

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

Optional Group Life Insurance - Employee and Spouse

- (b) The Employer shall provide for all employees through a contract with an insurer selected by the Employer, Optional Group Life Insurance up to a maximum of two hundred thousand dollars (\$200,000) for the employee and/or two hundred thousand dollars (\$200,000) for the employee's spouse, with evidence of insurability. The employee shall pay one hundred percent (100%) of the premiums.

Optional Group Life Insurance - Dependent Children

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

Accidental Death and Dismemberment Insurance

- (d) The Employer shall provide for all employees by contract through an insurer selected by the Employer, Accidental Death and Dismemberment Insurance which provides for two (2) times the employee's annual salary rounded to the next higher one thousand dollars (\$1,000), if not a multiple thereof, if

the employee's death is as a result of an accident. The Employer shall pay one hundred percent (100%) of the premiums.

Long Term Disability

- 26.04 (a) The Employer will provide for employees who regularly work forty (40) hours per week a long term disability plan and will pay one hundred percent (100%) of the cost thereof to provide a long term disability benefit of seventy percent (70%) of the employee's basic salary for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workplace Safety and Insurance Board or any other plan to which the Employer makes any contribution, such long term disability benefit to be payable after six (6) continuous months absence from work on account of illness or injury.

Employees in receipt of Long Term Disability benefits as of November 8th 2016 shall continue to receive seventy-five percent (75%) of basic salary for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workers' Compensation or any plan to which the City makes any contribution. Upon termination of his/her LTD benefits, the employee will only be entitled to receive seventy percent (70%) of basic salary for disability claims inclusive of any benefits paid under any pension plan, insurance plan, Workers' Compensation or any other plan to which the City makes any contribution.

- (b) Except where a premium waiver applies, the Employer will ensure the continuation of existing benefit

coverage, as set out in this Article, of an employee who has applied for long term disability benefit but who has exhausted their sick pay credits prior to the conclusion of the six (6) month waiting period. In no case shall the period of such continued coverage exceed the six (6) continuous months.

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

Employees Working Fewer than Forty Hours per Week and Eighteen Hours per Week or Greater

- 26.05 (a) The benefit plan outlined in clauses 26.01 and 26.02 shall be available to employees who regularly work fewer than forty (40) hours per week and eighteen (18) hours per week or greater upon completion of their probationary period. Where employees elect to participate and authorize a payroll deduction for their share of the premiums, the Employer shall pay a pro-rata portion on the following basis:

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

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

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

- (b) Employees who regularly work fewer than forty (40) hours per week and eighteen (18) hours per week or greater and who have completed their probationary period shall be entitled to a paid-up life insurance benefit in the amount of five thousand dollars (\$5,000). One hundred percent (100%) of the premiums shall be paid by the Employer.
- (c) For the purpose of Article 26 only, "hours worked" shall include time off while an employee is in receipt of sick pay in accordance with Article 29 or while in receipt of Workplace Safety and Insurance Benefits in accordance with Article 30.
- (d) For the purpose of enrolment in any or all of the plans there shall be one (1) scheduled open period per year from December 1 to December 15, except that the initial open period for an employee shall be the two (2) weeks following the pay period in which the employee has completed their probationary period. Where an employee returns from a leave of absence or layoff, the employee will be provided with a two (2) week open period.
- (e) Prior to the beginning of the "scheduled open period" in December, each employee who is eligible for benefits in accordance with Article 26 will receive a summary of the hours they have worked in the previous eight (8) pay periods and a summary of the

amount of both the employer's and the employee's portion for each benefit.

- (f) If the employee elects to participate, coverage shall commence January 1st of the next year and the applicable premium deduction will commence in the first (1st) pay period ending in that month.
- (g) Where an employee does not have sufficient earnings to cover the required payroll deduction, the employee will be required to reimburse the City for their share of the premium cost in arrears.
- (h) The coverage of an employee who has gone into arrears shall be terminated at the end of the second (2nd) consecutive month in which arrears have not been cleared by the regular deduction date in that month. Such employee may not re-enrol for benefits in future until such arrears have been cleared.
- (i) Employees who decline coverage shall not be eligible to participate until the next scheduled open period.
- (j) Employees who wish to terminate their participation in any or all of the plans must do so in writing, by November 1st in any year. In any event, termination on benefits will not occur until the end of the current calendar year.

If an employee is approved for LTD benefits based on medical evidence, the employee will be provided with seventy percent (70%) of their annual salary at date of illness, for a lifetime maximum period of eighteen (18)

months (subject to the limitations contained in this clause), commencing twenty-six (26) continuous weeks from the date that they become disabled, and subject to the employee's ongoing benefits provided in this clause, the employee will retire from the Community Centre after the completion of the two (2) year disability period (i.e. twenty-six (26) continuous weeks plus eighteen (18) months of LTD) and will not be eligible for the benefits outlined in clauses 26.01, 26.02 and 26.03 or for LTD benefits after their retirement date.

If the above criteria are met, the employee will receive seventy percent (70%) of their annual salary at date of illness for a period equal to the difference between any previous disability period, including WSIB benefits, that was incurred after the employee reached age sixty-three (63) and the two (2) year maximum.

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

Post-65 Active Benefits

- 26.07 (a) (i) Group Life Insurance

For employees regularly working forty (40) hours per week, effective the first (1st) of the month following the employee's seventieth (70th) birthday, the amount of Group Life Insurance referred to in clause 26.03(a) shall be amended to twenty thousand dollars (\$20,000).

(ii) Optional Group Life Insurance

For employees regularly working forty (40) hours per week, effective the first of the month following the employee's seventieth (70th) birthday, they shall no longer be entitled to the Optional Group Life Insurance referred to in 26.03(b) and 26.03(c). The Optional Group Life Insurance for spouses and dependants shall be available only until the first of the month following the employee's or the insured's seventieth (70th) birthday, whichever is earlier.

(iii) Accidental Death and Dismemberment

For employees regularly working forty (40) hours per week, effective the first (1st) of the month following the employee's seventieth (70th) birthday, the amount of Accidental Death and Dismemberment Insurance referred to in 26.03(d) shall be amended to twenty thousand dollars (\$20,000).

(b) Long Term Disability

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

- (i) Employees who have been approved for or receiving LTD benefits as of the date of ratification of this Agreement will retire at the end of the month in which the employee turns sixty-five (65) years of age and will not be eligible for the

benefits outlined in clauses 26.01, 26.02 and 26.03, or for LTD benefits after their retirement date.

- (ii) Employees who are less than sixty-three (63) years of age when they become disabled will be eligible for LTD benefits until they reach age sixty-five (65).
- (iii) Employees who are actively at work and working at sixty-three (63) years of age or older and become continuously ill for twenty-six (26) weeks will be eligible to apply for LTD benefits and will have a third-party medical assessment (performed by the City's benefit carrier) to determine the status of their disability. The assessment process will be consistent with the medical assessment process in place at the time for employees under age sixty-five (65) who are applying for LTD benefits.

If an employee is approved for LTD benefits based on medical evidence, the employee will be provided with seventy-five percent (75%) of their annual salary at date of illness, for a lifetime maximum period of eighteen (18) months (subject to the limitations contained in this clause), commencing twenty-six (26) continuous weeks from the date that they become disabled, and subject to the employee's ongoing benefits provided in this clause, the employee will retire from the Community Centre after the completion of the two (2) year disability period (i.e. twenty-six

(26) continuous weeks plus eighteen (18) months of LTD) and will not be eligible for the benefits outlined in clauses 26.01, 26.02 and 26.03 or for LTD benefits after their retirement date.

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

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

- (v) Where an employee over the age of sixty-three (63) goes off on illness and does not have sick credits, the employee will be reported off due to illness no credit/no pay and will be eligible to apply for sick benefits with Employment Insurance for the first twenty-six (26) continuous weeks or the period of no pay status.
- (vi) Notwithstanding anything else contained in this clause, employees will not be eligible for LTD benefits beyond the end of the month in which they attain seventy (70) years of age, and all LTD payments shall cease at that time.

(vii) The two (2) year Employer funded disability period (i.e. twenty-six (26) continuous weeks of sick credits and eighteen (18) months of LTD), will be considered an "Approved Leave of Absence" with respect to OMERS. The employee will have the option, as permitted by law, to buy back this period from OMERS at their expense. If the employee chooses not to purchase this period, it will not be considered eligible service.

(c) Expedited Process

In the event that a difference arises relating to the interpretation, application or administration of said procedure clause 26.07(b), the following expedited dispute resolution procedure shall be followed:

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

available to hear the matter within ten (10) working days of its referral:

William Kaplan
David Starkman
Ken Petryshen
Louisa Davie
Dana Randall

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

26.08 Where an employee is not in receipt of salary or wages because of sickness or injury for a period of time that exceeds twenty-six (26) consecutive full bi-weekly pay periods, the employee shall be responsible for paying the cost of premiums for any or all of the benefits in this Article under which the employee has coverage.

26.09 If there is a change in carrier, the City shall ensure that the level of benefits will remain unaffected by such change, unless otherwise agreed.

Article 27: Employee Assistance Program

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

Article 28: Pensions and Retirement

- 28.01 (a) Any employee who regularly work forty (40) hours per week must become a member of the Ontario Municipal Employees Retirement System (OMERS) in accordance with the prevailing legislation in the Province of Ontario.
- (b) Employees who regularly work fewer than forty (40) hours per week and who meet the OMERS eligibility requirements and who choose to enrol will be enrolled.
- 28.02 Employees defined in 28.01(b) above shall be eligible to join the Ontario Municipal Employees Retirement System (OMERS) on January first (1st) following any two (2) consecutive calendar years where, in each year the employee:
- (i) has earned at least thirty-five percent (35%) of the year's maximum pensionable earnings (YMPE) under the Canada Pension Plan, or
- (ii) has been paid or deemed to have been paid seven hundred (700) hours.
- 28.03 Employees defined in 28.01(a) and (b) and who are members of OMERS, their beneficiary or beneficiaries, as the case may be, shall be entitled to the pension, refund, or other payment as may be payable to or with respect to the employee as a member of such system.

- 28.04 (a) Employees who regularly work forty (40) hours per week and have at least ten (10) years of credited pension service with the Employer and elect early retirement shall be eligible for the continued coverage of benefits as set out in clauses 26.01 - Extended Health Care, 26.02 - Dental and 26.03 - Group Life Insurance up to and including the last day of the month in which their sixty-fifth (65th) birthday occurs. Such benefits will be effective upon the date on which the employee actually retires.
- (b) Employees who regularly work forty (40) hours per week and were hired prior to November 21, 2000, and who at retirement do not have ten (10) years of credited pension service with the Employer, shall be entitled to the benefits as outlined above in clause 28.04(a) up to and including the last day of the month in which their sixty-fifth (65th) birthday occurs.
- 28.05 Where an employee who regularly works forty (40) hours per week and who elects early retirement and is eligible for benefits in accordance with clause 28.04(a) dies prior to their sixty-fifth (65th) birthday, said employee's spouse (insured at the time of death) and eligible dependants, if any, shall continue to be covered by said benefits with the exception of the benefits provided under clause 26.03 (Group Life Insurance) up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.
- 28.06 Where an employee who regularly works forty (40) hours per week and would have been eligible to elect early retirement dies prior to actually taking early retirement,

and provided that such employee was eligible for benefit coverage at the time of their death, the employee's spouse (insured at the time of death) and eligible dependants, if any, shall be eligible for the benefit coverage as set out in 28.04(a), with the exception of the benefits provided under 26.03 (Group Life Insurance), for the period from the date of the employee's death up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.

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

Article 29: Sick Leave

Accumulation

- 29.01 (a) Employees regularly working forty (40) hours per week shall accumulate sick leave credits, at the rate of one point five (1.5) work days for each month of employment, up to a maximum of one hundred and eighty (180) days.
- (b) Employees regularly working fewer than forty (40) hours and eighteen (18) hours per week or greater shall accumulate sick leave credits at the rate of seven percent (7%) of total paid hours in each pay period. Accumulated credits are not to exceed four hundred and eighty (480) hours.
- (c) Sick leave shall not be accumulated while an employee is in receipt of prolonged sick leave (more than thirty

(30) consecutive calendar days), nor if the employee is away from work due to illness after accumulated sick leave credits have been exhausted.

- 29.02 Payment for sick leave shall be based on the number of scheduled hours the employee would have worked on the day or days of illness, at the hourly rate of the position occupied or assigned at the time of the absence, to the extent of accumulated credits.

Notification

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

Medical Certificate

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

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

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

III Dependants

29.06 (a) Employees who regularly work forty (40) hours per week and are eligible for sick pay credits under Article 30 may utilize not more than forty-eight (48) hours per calendar year in order to care for ill dependants.

(b) Employees who work fewer than forty (40) hours per week and eighteen (18) hours per week or greater and are eligible for sick pay credits under Article 29 may utilize not more than twenty-four (24) hours per calendar year in order to care for ill dependants.

(c) Time so utilized shall be deducted from the employee's accumulated sick pay credits.

29.07 There shall be no financial conversion of unused sick leave.

Article 30: Workplace Safety and Insurance Benefits

30.01 An employee who is injured on duty with the Employer in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, and who has made a claim to the Workplace Safety and Insurance Board in accordance with the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, as amended (the "WSIA"), shall, provided they have qualified for sick pay benefits in accordance with Article

29, be paid an amount equal to their full net pay while the employee is off work and until such time as a ruling has been made by the Workplace Safety and Insurance Board.

- 30.02 The full net pay of an employee shall be as determined by the Employer by deducting from the employee's gross earnings the probable Income Tax, Canada Pension Plan premiums, and Employment Insurance premiums.
- 30.03 Where the Workplace Safety and Insurance Board approves the claim, and for as long as the employee is receiving a full loss of earnings benefit in accordance with section 43 of the Workplace Safety and Insurance Act, the employee shall continue to receive the full net pay amount as defined in clause 30.02. Such full net pay shall include benefit payments approved by the Workplace Safety and Insurance Board.
- 30.04 Employees who have not qualified for sick pay under Article 29 shall, if their Workplace Safety and Insurance Board claim is approved, receive their benefit payments from the Workplace Safety and Insurance Board.
- 30.05 Where the claim is not approved or where an employee receives monies in excess of their appropriate net pay amount, such excess shall be treated as an overpayment and the Employer shall make recovery from the wages of the employee. It is agreed that the affected employee(s) shall provide to the Employer any recovery consents required by law to give effect to such recoveries.
- 30.06 An employee who sustains a compensable injury and, as a result, must leave work before the end of their shift on the

day the injury occurred, shall be paid to the end of the shift.

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

Article 31: Leaves of Absence

Bereavement Leave

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

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

- (c) Employees may be granted leave of absence with pay at the discretion of the Executive Director where the leave is requested solely due to the death and/or funeral of persons other than those specified in 31.01(a) and 31.01(b). Requests shall not be unreasonably denied.

Leave for Union Business

- 31.02 (a) Employees who are required to attend to any business of the Union during working hours may at the discretion of the Executive Director be granted time off from work to attend to this business provided that the Union submits a written request, giving reasonable advance notice to the Executive Director. Where permission is granted it shall be without pay.

- (b) The Executive Director will consider on its merits, each request from the Union for Leave of Absence for employees who are elected or appointed to a temporary office or position within the Union or a

labour organization with which the Union is affiliated, provided that the leave shall not involve any cost to the Employer. This leave may be extended upon agreement by the parties.

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

- (c) Upon receipt of a written commitment by the Union to reimburse the Community Centre on a monthly basis for the duration of the leave, the Community Centre agrees to continue the employees' pay for the period of Leave for Union Business and Union Leave approved under clauses 31.02(a) and 31.02(b). The required form is set out as Appendix "A" to this Agreement.
- (d) Subject to operational requirements, Union Stewards may be granted up to two (2) days per calendar year as an unpaid leave of absence to attend Union Steward Training subject to the same requirements as 31.02(a).

Jury or Witness Duty

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

- (a) shall be granted leave of absence for such purpose, provided that upon completion of their jury or witness service the employee shall present to their Executive Director a satisfactory certificate showing the period of this service;
 - (b) shall be paid their regular hourly rate for scheduled hours missed during the period of jury or witness service; provided that they shall pay to their Executive Director the full amount of compensation received for this service and obtain an official receipt. It is understood that the full amount does not include monies received on days other than their scheduled work days with the respective Community Centre, or any monies received for meal allowance or travelling allowances; and,
 - (c) shall, upon being released from jury or witness service prior to the end of their shift on any day, immediately telephone their Executive Director for instructions respecting their return to work and shall, upon receiving such instruction, comply with same.
- 31.04 (a) Employees who work fewer than eighteen (18) hours per week and casual relief employees and who are called to serve as a juror or who are subpoenaed as a witness in a legal proceeding, excluding arbitration and/or hearings before the Ontario Labour Board, shall be granted leave of absence without pay for such purpose, provided that upon completion of their jury or witness service they shall present to their Executive Director a satisfactory certificate showing the period of their service.

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

Pregnancy and Parental Leave

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

- (a) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of The *Employment Standards Act 2000*, R.S.O. 2000, as amended (the "ESA").
- (b) For employees who do not qualify under Part XIV of the ESA, Pregnancy and/or Parental Leave without pay, when requested by the employee, shall be granted at the discretion of the Executive Director and if granted shall be administered in accordance with the ESA.
- (c) A request for an extension of Parental Leave under clauses 31.05(a) or 31.05(b) may be granted at the discretion of the Executive Director and shall not involve any expense to the Employer. The employee shall retain their seniority.
- (d) For employees who are granted a leave of absence in accordance with clause 31.05(a) herein, service and

seniority shall continue to accrue for each full pay period of absence, calculated on the average of the total regular hours paid at straight time in the eight (8) pay periods preceding the commencement of such leave, to a maximum of eighty (80) hours per pay period, provided that this accrual of service shall not count toward the completion of a probationary period, as provided in Article 14.

- (e) The Employer shall provide coverage and pay its share of the premiums for the applicable benefits as provided for in Article 26 - Employee Benefit Plans and Article 28 - Pensions and Retirement for any period of Pregnancy and/or Parental Leave taken in accordance with clause 31.05(a), and the employee shall pay their share, if any, unless the employee elects, in writing that they do not wish benefit coverage.
- (f) An employee's anniversary date for increment eligibility shall not be adjusted as a result of any period of Pregnancy and/or Parental Leave taken in accordance with clauses 31.05(a) or 31.05(b).
- (g) Vacation entitlement will not be reduced as a result of any period of Pregnancy and/or Parental Leave taken in accordance with clauses 31.05(a) or 31.05(b).
- (h) Pregnancy and/or Parental Leave taken in accordance with clauses 31.05(a) and 31.05(b) shall not involve any expense to the Employer except as provided for in clauses (e), (f), (g), (j) and (k).

- (i) Employees who are granted an extension of Parental Leave in accordance with clause 31.05(c), and wish to continue benefit coverage referred to in Article 26, shall be responsible for paying in advance, by post-dated cheque(s), the full premiums for the benefit coverage chosen. Such employee shall be advised of the cost of the applicable benefits prior to the commencement of Parental Leave. Employee pension contributions (Article 28) during such extension shall be in accordance with the regulations of the applicable pension plan.

Payments During Pregnancy Leave

- (j) **Paid Pregnancy Leave:** Employees working eighteen (18) hours or greater per week shall be eligible, provided they are in receipt of Employment Insurance benefits pursuant to Section 30 of the *Employment Insurance Act*, S.C. 1996, c.23 to the following payments:
 - (i) for the first two (2) weeks of absence – no pay; and
 - (ii) for additional weeks of absence up to fifteen (15), payments equal to the difference between eighty-five percent (85%) of the employee's regular rate and the sum of their weekly Employment Insurance Benefits and any other earnings.

Payments During Parental Leave

- (k) **Paid Parental Leave:** Employees working eighteen (18) hours per week or greater shall be eligible, provided they are in receipt of Employment Insurance benefits

pursuant to Section 30 of the *Employment Insurance Act*, S.C. 1996, c.23 to the following payments:

- (i) for the first two (2) weeks– no pay; and
- (ii) for the remainder of such Parental Leave, payments equal to the difference between eighty-five percent (85%) of the employee’s regular rate and the sum of their weekly Employment Insurance Benefits and any other earnings, provided the employee is taking a parental leave of no longer than thirty-five (35) weeks.

Should the employee take the option of an extended parental leave of up to sixty-one (61) weeks (sixty-three (63) weeks if no pregnancy leave), for the period of the sixty-one (61) weeks (minus the two week period outlined in 31.05(k)(i)), the employee shall receive from the Employer payments in an amount equal to the total dollar value available for the thirty-five (35) week leave, spread equally over the sixty-one (61) weeks (sixty-three (63) weeks if no pregnancy leave), minus the two (2) week period outlined in 31.05(k)(i).

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

- (iii) Except that (i) does not apply in the case of an employee who completes their Pregnancy Leave and immediately commences Parental Leave. In accordance with the Employment Standards Act, the Parental Leave of an employee who takes a Pregnancy

Leave must begin when the Pregnancy Leave ends unless otherwise provided for under the Act.

Citizenship Leave

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

Leave of Absence Without Pay

- 31.07 The Employer may grant a leave of absence without pay having regard for the duration of the leave and the needs of the centre. Such requests are to be submitted in writing two (2) months in advance, except in an emergency. The Employer will reply to the request for leave of absence within two (2) weeks. It is further understood that leaves of absence will be honoured on a first come first served basis.

Education Leave

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

Personal Illness or Family Emergency Leave

31.09 Regularly scheduled employees who work less than eighteen (18) hours per week and have completed more than five hundred and twenty two (522) hours, shall be granted leave of absence with pay for two (2) shifts per year to attend to matters relating to personal illness or family emergency of the following:

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

An employee taking this leave is required to provide as much notice as possible but not less than one (1) hour

prior to their start time. The employee shall be required to provide the reason for the leave.

Article 32: Education, Training and Upgrading Programs

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

Article 33: Occupational Health and Safety

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

the implementation of the appropriate preventative and remedial measures in order to reduce or eliminate health hazards and personal injuries in the workplace.

- 33.03 The Joint Occupational Health and Safety Committee shall post a Workplace Violence Policy at all Community Centers.

Article 34: Transportation

- 34.01 Employees who are required and/or authorized to use their automobiles on the business of the Employer shall be reimbursed the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 per kilometre actually travelled in the course of transacting the business of the Employer up to five thousand (5,000) kilometres annually. The mileage allowance paid for kilometres in excess of five thousand (5,000) kilometres per year shall be set annually as the reasonable rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 to ensure that the expense reimbursed is non-taxable income to the employee.
- 34.02 Employees shall be reimbursed for parking expenses incurred in the required and authorized use of a private motor vehicle on business for the Employer upon submission of proof satisfactory to the Executive Director of such expenses.
- 34.03 Employees who are required and authorized to use the public transportation system in the course of their duties

shall be provided with public transit tickets or passes for that purpose.

Article 35: Resolutions of Boards

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

Appendix "A"



UNION AUTHORIZATION FOR PAYMENT OF AND

UNION COMMITMENT TO REIMBURSE THE EMPLOYER FOR

SALARY AND BENEFITS CONTINUATION

FOR UNION BUSINESS CUPE LOCAL 2998

UNDER ARTICLE 31.02(a) AND 31.02(b) OF THE

COLLECTIVE AGREEMENT

EMPLOYEE'S NAME:

CLASSIFICATION:

LOCATION:

DATES:

 TO

NUMBER OF HOURS:

Union President, CUPE Local 2998
cc: Secretary-Treasurer, CUPE Local 2998

Schedule “A”: Wages

Effective January 1, 2020 (1 % increase on gross regular pay)

Wage Grid	Step 1	Step 2	Step 3	Step 4
1	\$15.50	\$16.79	\$18.20	\$19.33
2	\$16.79	\$18.20	\$19.33	\$20.58
3	\$18.20	\$19.33	\$20.58	\$21.90
4	\$19.33	\$20.58	\$21.90	\$23.13
5	\$20.58	\$21.90	\$23.13	\$24.42
6	\$21.90	\$23.13	\$24.42	\$25.73
7	\$23.13	\$24.42	\$25.73	\$27.12
8	\$24.42	\$25.73	\$27.12	\$28.45
9	\$25.73	\$27.12	\$28.45	\$29.81
10	\$27.12	\$28.45	\$29.81	\$31.13
11	\$28.45	\$29.81	\$31.13	\$32.46
12	\$29.81	\$31.13	\$32.46	\$33.81
13	\$31.13	\$32.46	\$33.81	\$35.19
14	\$32.46	\$33.81	\$35.19	\$36.53

Effective January 1, 2021 (1 % increase on gross regular pay)

Wage Grid	Step 1	Step 2	Step 3	Step 4
1	\$15.66	\$16.95	\$18.38	\$19.52
2	\$16.95	\$18.38	\$19.52	\$20.79
3	\$18.38	\$19.52	\$20.79	\$22.12
4	\$19.52	\$20.79	\$22.12	\$23.36
5	\$20.79	\$22.12	\$23.36	\$24.67
6	\$22.12	\$23.36	\$24.67	\$25.99
7	\$23.36	\$24.67	\$25.99	\$27.39
8	\$24.67	\$25.99	\$27.39	\$28.74
9	\$25.99	\$27.39	\$28.74	\$30.10
10	\$27.39	\$28.74	\$30.10	\$31.44
11	\$28.74	\$30.10	\$31.44	\$32.79
12	\$30.10	\$31.44	\$32.79	\$34.15
13	\$31.44	\$32.79	\$34.15	\$35.54
14	\$32.79	\$34.15	\$35.54	\$36.90

Effective January 1, 2022 (1 % increase on gross regular pay)

Wage Grid	Step 1	Step 2	Step 3	Step 4
1	\$15.82	\$17.12	\$18.57	\$19.72
2	\$17.12	\$18.57	\$19.72	\$21.00
3	\$18.57	\$19.72	\$21.00	\$22.34
4	\$19.72	\$21.00	\$22.34	\$23.59
5	\$21.00	\$22.34	\$23.59	\$24.91
6	\$22.34	\$23.59	\$24.91	\$26.25
7	\$23.59	\$24.91	\$26.25	\$27.66
8	\$24.91	\$26.25	\$27.66	\$29.02
9	\$26.25	\$27.66	\$29.02	\$30.40
10	\$27.66	\$29.02	\$30.40	\$31.75
11	\$29.02	\$30.40	\$31.75	\$33.11
12	\$30.40	\$31.75	\$33.11	\$34.49
13	\$31.75	\$33.11	\$34.49	\$35.90
14	\$33.11	\$34.49	\$35.90	\$37.27

Effective January 1, 2023 (1.50 % increase on gross regular pay)

Wage Grid	Step 1	Step 2	Step 3	Step 4
1	\$16.05	\$17.38	\$18.84	\$20.02
2	\$17.38	\$18.84	\$20.02	\$21.31
3	\$18.84	\$20.02	\$21.31	\$22.67
4	\$20.02	\$21.31	\$22.67	\$23.95
5	\$21.31	\$22.67	\$23.95	\$25.29
6	\$22.67	\$23.95	\$25.29	\$26.65
7	\$23.95	\$25.29	\$26.65	\$28.08
8	\$25.29	\$26.65	\$28.08	\$29.46
9	\$26.65	\$28.08	\$29.46	\$30.86
10	\$28.08	\$29.46	\$30.86	\$32.23
11	\$29.46	\$30.86	\$32.23	\$33.61
12	\$30.86	\$32.23	\$33.61	\$35.01
13	\$32.23	\$33.61	\$35.01	\$36.43
14	\$33.61	\$35.01	\$36.43	\$37.82

Effective July 1, 2023 (0.25 % increase on gross regular pay)

Wage Grid	Step 1	Step 2	Step 3	Step 4
1	\$16.09	\$17.42	\$18.89	\$20.07
2	\$17.42	\$18.89	\$20.07	\$21.37
3	\$18.89	\$20.07	\$21.37	\$22.73
4	\$20.07	\$21.37	\$22.73	\$24.01
5	\$21.37	\$22.73	\$24.01	\$25.35
6	\$22.73	\$24.01	\$25.35	\$26.71
7	\$24.01	\$25.35	\$26.71	\$28.15
8	\$25.35	\$26.71	\$28.15	\$29.53
9	\$26.71	\$28.15	\$29.53	\$30.94
10	\$28.15	\$29.53	\$30.94	\$32.31
11	\$29.53	\$30.94	\$32.31	\$33.69
12	\$30.94	\$32.31	\$33.69	\$35.10
13	\$32.31	\$33.69	\$35.10	\$36.53
14	\$33.69	\$35.10	\$36.53	\$37.92

Effective January 1, 2024 (1.75 % increase on gross regular pay)

Wage Grid	Step 1	Step 2	Step 3	Step 4
1	\$16.37	\$17.73	\$19.22	\$20.42
2	\$17.73	\$19.22	\$20.42	\$21.74
3	\$19.22	\$20.42	\$21.74	\$23.13
4	\$20.42	\$21.74	\$23.13	\$24.43
5	\$21.74	\$23.13	\$24.43	\$25.79
6	\$23.13	\$24.43	\$25.79	\$27.18
7	\$24.43	\$25.79	\$27.18	\$28.64
8	\$25.79	\$27.18	\$28.64	\$30.05
9	\$27.18	\$28.64	\$30.05	\$31.48
10	\$28.64	\$30.05	\$31.48	\$32.88
11	\$30.05	\$31.48	\$32.88	\$34.28
12	\$31.48	\$32.88	\$34.28	\$35.71
13	\$32.88	\$34.28	\$35.71	\$37.16
14	\$34.28	\$35.71	\$37.16	\$38.58

Schedule “B”: Gender Neutral Comparison System

City/CUPE Local 2998 Gender Neutral Comparison System

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Job Knowledge

This factor refers to the knowledge and experience required for performance of the job. The general or specific knowledge necessary is acquired through some combination of formal education, special courses, and similar and related work experience and/or on-the-job experience. The job knowledge is developed by practice and experience. Experience is time spent performing similar and related work necessary for performance of the job.

Rules of Application

Select the level of education and experience that the duties of the job require, not the educational level of the person performing the job.

The required level of job knowledge may be achieved with formal education or a combination of formal education, plus similar and related work experience and/or on-the-job experience. Rate the job by selecting the most representative level of education and experience.

Degrees are set up in varying levels of formal education or equivalents.

(Note: The word 'perform' refers to the skill requirement demanded of the job and is not intended to measure the individual's performance in the job).

Levels

- A. Work requires an understanding of verbal instructions to perform assigned duties.

Equivalent: Job duties learned on-the-job in less than 6 months.

- B. General knowledge requirements. Work requires reading and

writing and understanding written instructions to perform assigned duties.

Equivalent: Partial Secondary School and up to 1 years' experience to learn job duties.

- C. General clerical knowledge required. Work requires using proper grammar, spelling and arithmetic. Must be able to understand and follow established job procedures.

Equivalent: Completion of 3 years' Secondary School and up to 1 years' experience to learn job procedures. Partial Secondary School and up to 2 years' experience to learn job procedures.

- D. General commercial or technical knowledge required. Work requires understanding the terminology and following the procedures of the job.

Equivalent: Grade 12 (Commercial/Technical) and up to 1 years' experience. Completion of 3 years' Secondary School and up to 2 years' experience. Partial Secondary School and up to 3 years' experience.

- E. Commercial or technical knowledge required. Work requires understanding the terminology and applying the principles and procedures to the job.

Equivalent: Grade 12 (Commercial/Technical) and up to 2 years' experience. Completion of 3 years' Secondary School plus a 2-year specialized course, and up to 1 years' experience. Completion of 3 years' Secondary School and up to 3 years' experience. Partial Secondary School and up to 4 years' experience.

- F. Specialized commercial or technical knowledge required. Work requires understanding the terminology and applying the practices of a specialized field at a Technician level.

Equivalent: Grade 12 plus a 2-year specialized course, and up to 1 years' experience. Grade 12 plus 1-year specialized course and up to 2 years' experience. Grade 12 and up to 3 years' experience. Completion of 3 years' Secondary School and up to 4 years' experience. Partial Secondary School and extensive experience (over 4 years).

- G. General knowledge of a commercial, technical or scientific field. Work requires understanding and applying the principles and practices at a Technologist level.

Equivalent: Grade 12 plus a 3-year Technologist course and up to 1 years' experience. Grade 12 plus a 2-year Technician course and up to 2 years' experience. Grade 12 Commercial/Technical course and up to 4 years' experience.

- H. Specialized knowledge of a technical or scientific field. Work requires fully understanding and applying the principles and practices of a specialized field.

Equivalent: Bachelor of Arts or Science or Technology degree and up to 1 years' experience. Grade 12 plus a 3-year Technologist course and up to 2 years' experience. Grade 12 plus a 2-year Technician course and up to 3 years' experience.

- I. Comprehensive knowledge of a specialty within a technical or scientific field. Work requires a complete understanding of the

principles and practices of a specialty.

Equivalent: Bachelor of Applied Science or Commerce or Master of Technology degree and up to 1 years' experience. Bachelor of Science or Technology degree and up to 2 years' experience. Grade 12 plus a 3-year Technologist course program and up to 3 years' experience.

- J. General knowledge of principles and practices of a technical or scientific field or of the field of social, physical or economic planning, building design or urban design. Work requires articulating and applying the principles of one or more of these fields.

Equivalent: Master of Arts, Science, Applied Science, Social Science or Planning or Bachelor of Architecture degree, and a minimum 1 years' experience. Bachelor of Applied Science or Commerce or Master of Technology degree and at least 2 years' experience. Bachelor of Arts or Science or Technology degree and a minimum of 3 years' experience.

- K. Comprehensive knowledge of the principles and practices of a technical or scientific field, or of the field of social, physical or economic planning, building design or urban design. Work requires extensive experience in the application of the principles of one or more of these fields.

Equivalent: Master of Arts, Science, Applied Science, Social Science or Planning or Bachelor of Architecture degree and a minimum of 3 years' experience. Bachelor of Applied Science or Commerce or Master of Technology degree and a minimum

of 4 years' experience. Bachelor of Applied Science or Technology degree and a minimum of 4 years' experience.

Mental Ability

This factor refers to the requirements of the job for planning the work, applying procedures, and for making decisions in carrying out assignments. Judgement is considered. Resolution of work problems is required.

Rules of Application

Select the level of mental ability required that best reflects the difficulty of solutions of work problems as affected by established procedures and the instruction and direction received on the job.

Levels

- A. Work assignments are routine. Judgement is required in application of easily understood rules or procedures.
- B. Work assignments are well defined. Procedures are clearly prescribed, but some judgement required in applying rules of procedures.
- C. Work assignments are varied. Judgement, selection, and determination within limits of established rules and procedures are required to determine course of action or to make decisions.
- D. Work assignments are diversified and involve situations or problems where a number of variables exist. Interpretation, analysis and judgement are required to apply general procedures and decide on a course of action.

- E. Work assignments involve investigation and analysis of complex problems. Interpretation and judgement are required to apply principles of a field in developing methods and procedures to be used. Initiative and resourcefulness are required to effect improvement and resolve problems under changing conditions.
- F. Work assignments include formulation of policies and procedures under changing conditions and in response to pressure internal and external to the organization. Initiative and individual judgement are required to apply the principles of a field in the formulation of policy and procedural recommendations and in the resolution of complex problems.

Human Relations

This factor refers to the requirements of the job for maintaining the nature and purpose of such contacts and the extent to which courtesy, tact, persuasiveness, communication and negotiating skills are required.

Rules of Application

When selecting the appropriate level, consideration must be given to the possible consequences and contacts with persons as related to the job duties only.

Levels

- A. Few contacts beyond those within immediate work group. Contacts with others may occur on a casual basis but only require courtesy.
- B. Work assignments involve regular contacts with others, internal

and/or external to the organization. Little or no requirement for securing co-operation or approval of actions or decisions.

C. Work assignments involve regular contacts, internal and/or external to the organization, which require persuasiveness to co-ordinate the efforts of and secure co-operation from others such as in discussing problems and suggesting possible courses of action.

D. Work assignments involve regular contacts, internal and/or external to the organization, which require considerable persuasiveness in order to obtain co-operation and/or approval of actions to be taken, or to co-ordinate the work or activity of independent groups without having direct authority over them.

E. Work assignments involve regular contacts, internal and/or external to the organization, which require a good understanding of the temperaments and motivations of people and a high degree of tact and persuasiveness to induce desired co-operation and/or acceptance of courses of actions in situations where adverse reactions could lead to serious repercussions.

F. Work assignments involve the initiation, cultivation and maintenance of extensive contacts, internal and external to the organization, which requires a good understanding of the temperaments and motivations of people and a high degree of tact and persuasiveness to promote participation and co-operation in the resolution of conflicts among different interests and acceptance of recommended or required courses of actions.

Accountability

This factor refers to the responsibility to the overall organization for the achievement of the objectives of the job. Where specific objectives have not been clearly defined, they can be inferred from the functions and assigned duties and the organizational level at which they are performed. Effect of probable systems and/or mental errors must be considered.

Rules of Application

Select the level most representative of the effect of probable systems-related and/or mental errors. Consideration should be given to the monetary and public relation effect of errors.

Consideration must also be given to the organizational level at which the assigned duties are performed. Consideration should also be given to the financial effects, safety and well-being of others, the importance and impact to the organization and the public, and direction to others.

Levels

- A. Tasks performed are routine and procedures followed are direct and detailed. Work of others is not related to nor dependent on this job. Less than satisfactory work or errors would cause little inconvenience or loss of time. Probable errors are easily detected and corrected and the effect is usually limited to the particular job.

- B. Assigned duties are routine and the procedures clear. Work is generally related to only a few other jobs in the department. Less than satisfactory work or errors may cause some inconvenience and loss of time. Probable errors are usually detected in the job's own department, the effect would be

small and limited to the time necessary to correct the error.

- C. Assigned duties are varied and performed using established procedures. Work is related to other jobs within the department. Since probable errors are usually detected within the department, less than satisfactory work may cause some delays, lost time and inconvenience.
- D. Assigned duties are diversified and performed following established procedures. Since the work is generally related to other jobs in a succession of operations in the department, the probable errors may not be detected until after succeeding operations have been performed causing lost time, delays and inconvenience.
- E. Work assignments are performed following established procedures and practices. Since the errors are usually not detected until other departments or the public are involved, they would result in lost time and delay affecting operations or embarrassment in public relations.
- F. Work assignments are performed following general procedures and practices. Probable errors are usually not detected until the work has gone outside the department. The errors may be difficult to trace back and correct. Since the errors are usually not detected until other departments or the public are involved, they can result in considerable lost time and delay in the operations or embarrassment in public relations.

- G. Work assignments include duties which, within the latitude established by procedures, practices and precedent, require interpretation and selection of information to determine course of action. Less than satisfactory work or errors would cause extensive inconvenience and lost time. Probable errors would have serious effect upon the operations or an adverse effect on public relations. Remedial action may reduce the effect of an error, yet the effect would still be significant.
- H. Work assignments include duties requiring the selection, analysis and presentation of information which within the broad scope of the practices and precedents of the field have latitude for individual performance. Errors of judgment could have a serious effect on operations and an adverse effect on public relations, and are not easily detected until recommendations have been put into practice.

Mental Demand

This factor refers to the average mental exertion and strain associated with the performance of the job.

Rules of Application

When selecting the appropriate level, consideration must be given to the attention and concentration required, the pressure under which the work is performed, the need to shift attention from task to task, interruptions, distractions, and confusing influence.

Levels

- A. Light mental demand. Perform work involving little variety or pressure.

- B. Moderate mental demand. Perform work where there is some variety in tasks but changes are infrequent and decisions on actions to be taken are limited. Duties occasionally require close attention or visual application. Character of work causes some pressure.
- C. Considerable mental demand. Perform tasks requiring frequent close attention or visual application, or work where frequent changes in tasks occur, necessitating decisions on course of action. Character of work causes occasional pressure.
- D. Heavy mental demand. Perform tasks requiring close concentration most of the time or where character of work leads to frequent pressure situations.
- E. Very heavy mental demand. Perform tasks requiring steady, close concentration or where character of work involves constant pressure.

Physical Demand

This factor refers to the average physical exertion and strain required to accomplish the assigned duties in the performance of the job.

Rules of Application

When selecting the appropriate level, consideration must be given to the degree of physical demand and working posture and not the expenditure of total energy. Consider the availability or lack of availability of materials handling devices.

Levels

- A. Minimum physical demand. Perform tasks requiring minimum physical exertion in a variety of normal positions such as intermittent sitting, standing, walking, and ordinary office tasks. Some fine motor movement.

- B. Light physical demand. Perform tasks requiring light physical exertion, such as continuous standing, sitting, walking, or climbing stairs, using light tools, handling lightweight materials or documents or perform tasks the majority of which require fine motor movements.

- C. Moderate physical demand. Perform tasks requiring moderate physical exertion, climbing or working from ladders, using medium tools and machines and/or handling medium weight materials.

- D. Heavy physical demand. Perform tasks requiring heavy physical exertion or difficult work positions.

- E. Sustained heavy physical demand. Perform tasks requiring sustained physical exertion, extensive climbing, using heavy machines and tools.

Hazards & Surroundings

This factor refers to the conditions under which the assigned duties are performed. It covers the surroundings, accident and health hazards under which the job is performed. This does not consider 'situational' characteristics, which are not a function of job responsibilities (e.g. all employees who work in an old building are exposed to drafts, poor air conditions, etc.).

Rules of Application

When selecting the appropriate level, consideration must be given to the conditions making the job disagreeable and the mental and physical effects.

Levels

- A. General office conditions. Inside an office or equivalent work area. Some exposure to CRT/ PC and/or photocopies.
- B. Slightly disagreeable conditions. Work involved requires exposure to slightly noisy, drafty, hot or cold working conditions. Performs tasks the majority of which require exposure to CRT/PC and/or photocopiers.
- C. Disagreeable conditions. Work involved is dirty, greasy or noisy. Works majority of the time outdoors, or frequently required to work in all weather conditions. Duties involve exposure to injuries such as cuts or bruises or to contagion from infectious diseases.
- D. Very disagreeable conditions. Work involved is very dirty, greasy or noisy, and requires exposure to extreme conditions of wetness, fumes, noise or height such that protective equipment is essential. Duties performed require working in extreme weather conditions.

Factor Weights

Factor/Weight	A	B	C	D	E	F	G	H	I	J	K
Job Knowledge	25	50	75	100	125	150	175	200	225	250	275
Mental Ability	15	30	45	60	75	90					
Human Relations	10	20	30	40	50	60					
Accountability	35	70	105	140	175	210	245	280			
Mental Demand	5	10	15	20	25						
Physical Demand	5	10	15	20	25						
Surroundings & Hazards	5	10	15	20							

Point Range

Band	Minimum	Maximum
1	0	154
2	155	179
3	180	204
4	205	229
5	230	254
6	255	279
7	280	304
8	305	329
9	330	354
10	355	379
11	380	404
12	405	429
13	430	454
14	455	479
15	480	504
16	505	529
17	530	554
18	555	579

19	580	604
20	605	629
21	630	654
22	655	679

Schedule “C”: Job Evaluation Maintenance Agreement

Guidelines for Job Evaluation/Pay Equity Maintenance Program

This document, including all appendices, serves as a manual for the creation/development of job descriptions, job evaluation and wage administration of all jobs in the bargaining unit covered by the collective agreement between The Corporation of the City of Toronto (hereinafter called “the City”) and the Canadian Union of Public Employees, Local Number 2998 (hereinafter called “the Union”).

ARTICLE I: PURPOSE

1.01 These guidelines are established as an aid to the City, the Community Centres and the Union in administering the Job Evaluation Maintenance Program in Article 20 of the Collective Agreement effective January 1, 2016 to December 31, 2019, that provides for an on-going maintenance program for new and changed jobs. It is agreed that these guidelines constitute a Gender-Neutral Comparison System (“GNCS”) in accordance with the provisions of *The Pay Equity Act*, R.S.O. 1990 as amended.

It is the purpose of these guidelines to provide a methodology for maintaining the job descriptions and ratings to meet significant changing conditions.

ARTICLE II: DEFINITIONS

2.01 The following definitions of terms are to apply to terms used herein and throughout the Program.

- (a) Collective Agreement – The Collective Agreement currently in effect between the Community Centres, the City and the Union.

- (b) Employee or Employees – all persons for whom the Union is the agent for collective bargaining purposes as defined in the Collective Agreement.
- (c) Job – a group of duties assigned to and performed by an employee(s).
- (d) Job Evaluation – the preparation of a description and the determination of the rating for an individual job in relation to other jobs covered by the plan by means of the GNCS attached hereto.
- (e) Job Analysis – the process of determining and recording the tasks and duties which comprise a job and the skill, responsibility, effort and working conditions required in their performance.
- (f) Job Description – the official record of job duties which, when signed by the committee chairpersons, sets forth the essential elements for a specific job.
- (g) Job Rating – the official record which, when signed by the Committee Chairpersons, sets forth for a given job the factor level and point values of the Job’s requirements as to the factors defined in the GNCS attached hereto.
- (h) Wage and Salary Schedule – the wage grades and banding levels as set forth in the Collective Agreement.
- (i) Factors – the major criteria used to measure all jobs, i.e. Knowledge, Responsibility, Mental Effort, Working Conditions, etc. in the job evaluation rating manual as attached hereto.
- (j) Red-Circled Rate – a wage rate that is higher than the maximum of an established wage grade for a new or changed job.

ARTICLE III: FACTORS OF JOB DESCRIPTION AND RATING

3.01 The job description serves to record the conditions from which the job is rated and, from time to time, to judge significant changes in job content which result from new or changed circumstances.

3.02 The description of a job shall be in sufficient detail to serve as the basis from which to identify and rate the job. The rating of a job shall serve only to assign the job into a proper wage grade.

3.03 The rating of jobs on the basis of job content involves certain basic determinations with respect to the composite of the Skill, Effort and Responsibility typically required in the performance of the work and the Working Conditions under which it is typically performed.

In order to accomplish this objective, these factors have been subdivided under the following categories in order to assess the relative worth of each job:

KNOWLEDGE & ABILITY

- a) Job Knowledge
- b) Mental Ability

JOB RESPONSIBILITY

- c) Human Relationships
- d) Accountability

EFFORT

- e) Mental Demand
- f) Physical Demand

WORKING CONDITIONS

- g) Surroundings & Hazards

3.04 Job Ratings serve to:

- a) group jobs having relatively equivalent point values into the same wage grade, and;
- b) provide the basis from which to establish and maintain equitable wage relationships between jobs.

3.05 In the application of the aforesaid rating manual (attached hereto), the following rules shall apply:

- a) It is the job that is under consideration and not the individuals who perform the duties of the job.
- b) The job description and rating of each job in each factor level shall be relative to, consistent with and in conformance with the job descriptions and ratings of all other jobs in the bargaining unit.
- c) Volume of work is not to be considered when evaluating the job.

ARTICLE IV: CREATING AND MAINTAINING JOB DESCRIPTIONS AND RATINGS

Job Evaluation Representatives

4.01 The City and the Union shall designate in writing to each other, their representatives for handling all matters relating to job descriptions and ratings in accordance with the terms of this Program. It is agreed that there will be two (2) representatives from the City and two (2) representatives from the Union. The Union representatives will receive their regular rate of pay for time spent in carrying out their duties under this Program during their regular working hours.

A Committee member shall be excused from rating their own job, the job of a direct subordinate, or any job where the rating of that job may place

them in a conflict of interest situation.

Stability of Jobs

4.02 It is agreed that all job descriptions and ratings which are in effect as of the date of execution of this Program and any and all jobs that may subsequently be agreed upon or determined in accordance with this Program shall continue in effect unless the job content is significantly changed by the City to the extent that the job will move into another wage grade or the job is deleted by the City.

4.03(A) Creating a New Job

- (i) Whenever the City creates a new job classification, the City will draft a job description and establish a preliminary wage grade. The Centre will notify the City when the job has been occupied by an incumbent. The City will, within ninety (90) consecutive days of the job being occupied by an incumbent, prepare a proposed job description and job rating and provide the Union with a copy of such job description and job rating;
- (ii) Within thirty (30) days of receiving a copy of the proposed job description and rating, the Union shall advise the City as to whether it agrees or disagrees with the City's proposed job description and job rating. Failure by the Union to respond within the thirty (30) day period shall be deemed to constitute agreement to the City's job description and job rating.
- (iii) In the event the Union disagrees with any part of the job description or job rating, it shall (within the thirty (30) day period set forth in section 4.03(A)(ii)) provide the City with written particulars of its objection and the reasons for such objection together with a list of all comparative jobs upon which the Union relies in support of its objection.
- (iv) Upon receipt of written notification from the Union (in accordance with Section 4.03(A)(ii)) that it agrees with the City's proposed job description and job rating (or upon deemed agreement under Section 4.03(A)(ii)), the City shall finalize the job

on such basis, and the job shall be assigned to the appropriate wage grade effective on the date as set out in section 4.04 hereof.

- (v) Upon receipt of written notification from the Union (in accordance with Section 4.03(A)(iii)) that it disagrees with either the job description or the job rating, the parties shall meet within fifteen (15) days thereafter for the purpose of discussing and attempting to resolve the issues in dispute. At least three (3) days prior to such meeting, the City shall provide the Union with a list of all comparative jobs upon which it relies in support of its position. The City may, within fifteen (15) days after such meeting, provide the Union with a revised job description and/or job rating or written notification that it maintains the original job description and/or job rating originally provided to the Union. Failure to provide such notification within the fifteen (15) day period shall be deemed to constitute notification by the City that it maintains its original job description and job rating.
- (vi) Should the parties agree to a job description and job rating for the job prior to the expiration of fifteen (15) days from delivery of the revised job description and/or job rating or aforesaid notification, then the job shall be finalized effective the date of such agreement, and it shall be assigned to the appropriate wage grade in accordance with section 4.04 hereof.
- (vii) Should the parties fail to agree upon the job description and job rating prior to the expiration of fifteen (15) days from delivery of such revised job description and/or job rating or aforesaid notification to the Union, then the City's job description and job rating last submitted to the Union will be deemed to have been installed effective on the 15th day, subject to the Union's right to file a job evaluation dispute in accordance with the provisions of Article V hereof.

4.03(B) Maintaining Job Descriptions and Ratings

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

(1) The Union shall submit the facts of the case in writing and, taking the current description for the job, will indicate changes on the job description and provide a proposed rating in accordance with the provisions of this Program.

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

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

ARTICLE V: DISPUTE RESOLUTION

5.01 Should the committees fail to agree on the job description and/or job rating in accordance with Article IV hereof, then the Union may notify the City in writing within, but not after, fifteen (15) days from the date of finalization as specified in Section 4.03(A)(vi) or the date of delivery of the negative decision by the City or the last date for the City to respond as set forth in Section 4.03(B)(2) that it requires the dispute to be referred to the dispute resolution process hereinafter set forth:

(A) Mediation

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

The mediator shall be selected by rotation in the order they appear on the Roster provided that in the event any mediator cannot schedule such mediation date within the required time limit or a mediator is no longer available to mediate, such mediator shall be by-passed in favour of the next mediator on the list of roster of mediators until one is selected who is available within the required time limits. Nothing herein shall preclude the parties from agreeing (in writing) to alter the order of selection of a mediator as set forth above.

(2) Except with the written agreement of the parties, no mediation session for any single dispute shall exceed one regular work day and every effort will be made to schedule sufficient disputes before the mediator so as to ensure a full working day of mediation occurs.

(3) Each party shall provide the mediator and the other party with a copy of their proposed job description and rating for the job at least ten (10) days prior to the day scheduled for the mediation session. In all disputes

referred to mediation under Article 5.01(A), the job description dispute must be resolved prior to the job rating dispute being considered by the mediator.

(4) Should the parties reach agreement on the job description and the job rating as a result of the mediation process, the terms of such agreement will be recorded in writing, and the job will be considered to have been finally installed on the basis of such agreement effective on the date of such agreement.

(5) In such event, the job shall be re-assigned to the appropriate wage grade in accordance with Article VI, and the assignment shall become effective from the date such agreement was made at mediation.

(6) In the event the parties are unable to reach an agreement on the Job Description and Rating in mediation, the mediator shall, within five (5) days of completion of mediation, provide to the parties a recommendation for disposition of any job description and job rating dispute then remaining outstanding together with a statement of the parties' last positions advanced at the end of mediation relative to the appropriate job description and factor levels to be assigned for each factor in dispute. The recommendation shall set forth a job description and the factor level recommended for each factor in dispute and may adopt the City's position or the Union's position or a position proposed by neither the City nor the Union for the job description and each factor in dispute.

Within five (5) days of receipt of the mediator's recommendation, the parties shall notify each other in writing of acceptance or rejection of the mediator's recommendation. A failure to notify within the aforesaid time limits shall be deemed to constitute a rejection of the recommendation. Where the Union and the City each accept the recommendation, the job shall be deemed to have been installed on the day of the mediator's recommendation and the job shall be re-assigned to the appropriate Wage Grade in accordance with Article 6, with such assignment becoming effective from the aforesaid date of installation.

(7) The mediator shall issue a written certification to the parties that mediation has been held and completed and specifying the date

agreement on all outstanding issues was reached at mediation, if such is the case.

(8) The cost of the mediator shall be shared equally by the parties.

(B) Arbitration

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

5.02 In all disputes referred to arbitration under Article 5.01(B), the job description dispute must be resolved prior to the job rating dispute being considered by the arbitrator.

5.03 Upon determination of the dispute by the arbitrator, the job shall be assigned to the appropriate wage grade in accordance with Article VI, and the assignment shall, subject to Article 5.04, become effective from the date of release of the arbitrator's award finalizing the job rating dispute.

5.04 Notwithstanding Article 5.03, in the event the Union has accepted a mediator's recommendation as provided in Article 5.01(A)(6), upon determination of the job description and job rating disputes by the arbitrator, if the arbitrator awards a job description and all factor levels (which were in dispute) in accordance with the mediator's recommendation, then the job shall be assigned to the appropriate Wage Grade in accordance with Article VI, and the assignment shall be deemed to be effective on the day of the mediator's recommendation. Any job description or job rating issues which are agreed to by the parties prior to the arbitrator's award shall not be considered to form part of the mediator's recommendation for the purposes of this Article 5.04.

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

5.05 In the event of a dispute resulting in arbitration, all job evaluation documentation shall be available for presentation as evidence at the arbitration hearing.

5.06 Except as otherwise specifically provided in this Program, any reference to the word "day(s)" shall mean a calendar day(s). It is the intention of the parties that the time limits herein shall be mandatory. Nothing herein shall preclude the parties from agreeing (in writing) to extend any of the time limits set forth in this Program.

ARTICLE VI: WAGE GRADES

6.01 The job descriptions and ratings, determined in accordance with the foregoing articles of the Program and rating manual apply to assign each job to its appropriate wage grade according to the following point ranges
And wage bands.

ARTICLE VII: RED-CIRCLED RATE

7.01 Through this process, should a job classification be evaluated at a lower wage grade than its current wage grade, the affected employee/s (i.e. base holder) in that job classification shall have his/her pay frozen (i.e. red-circled) and will not receive any negotiated increases until such time as the rate of pay of the new wage grade catches up to the employee/s frozen rate of pay.

ARTICLE VIII: GENDER-NEUTRAL COMPARISON SYSTEM (GNCS)

8.01 This Program and the corresponding Gender Neutral Comparison System (GNCS) satisfy Article 20.06 in the Collective Agreement covering January 1, 2016 to December 31, 2019.

Signed on this 27th day of February, 2021 on behalf of the Negotiating Committee of the Canadian Union of Public Employees and its Local 2998 and the Negotiating Committee of the City.

For the Union

For the City

Original Signed By:

Original Signed By:

Lainey Little

Michael Moran

Humberto da Silva

Kerry Bowser

Shava McLean

John Carey

Cameron Boyle

Danny Anckle

Jennifer Arima

Glenn Gustafson

Susan Gapka

Maria Cristina Espina

Letter of Intent: Harassment Training

The Employer will ensure that all Local 2998 members that have not received harassment awareness and anti-oppression training will be given such training no later than twelve (12) months following the ratification of this Agreement. It is understood that new employees will receive this training with twelve (12) months of hire date. The Labour Management Committee may agree to additional refresher training.

Letter of Intent: Scheduling

Within one hundred and twenty (120) days after ratification of the Collective Agreement both parties agree to meet to discuss scheduling in the different work locations. This meeting will identify issues in key areas where scheduling could be improved. The parties agree to examine and create a pilot program in Centre(s) (one or more) to address issues that could be improved.

It is understood that any such pilot may be implemented at all community centres and may continue by mutual consent having regard for:

- Operational Requirements, job specific qualification
- Availability and ability to respond
- Equitable and transparent process

Letter of Intent: Long Term Disability (Applegrove Community Complex)

Notwithstanding clause 26.04 (Long Term Disability) this letter is to confirm that the two (2) remaining part-time employees at Applegrove Community Complex who were entitled to long term disability at the time of ratification, shall continue to be so entitled.

Letter of Intent: Grandparenting Benefits for Certain Part-Time Employees at Applegrove Community Complex

Notwithstanding the provisions of clause 26.05, the remaining part-time employees at Applegrove Community Complex who as at January 1, 1999 had access to Health and Dental benefits as though they were full-time employees will continue to have access to Health and Dental benefits as

though they were full-time employees. The parties confirm that this Letter covers two (2) employees at the Applegrove Community Complex and that no other current or future employees have access to the grandparenting contained herein.

Letter of Intent: Health and Safety

The parties agree to meet within ninety (90) days of ratification to discuss the implementation of an annual Health and Safety Compliance Report to be completed by each Community Centre and submitted to the Labour-Management Committee.

Letter of Intent: Accumulated Time Off Program

Positive productive work environments contribute to achieving our shared goal of providing high quality services for the community and at the same time creating enjoyable work environments that reduce stress and promote efficient and effective use of resources and service delivery.

Each AOCC is an independent Board of Management of the City of Toronto. Each operates in accordance with its own policy and procedures that are relevant to their unique operations. This policy has been established as a principal/protocol document that defines broadly how the AOCC in general should treat this program.

This policy is applicable to Local 2998 employees who regularly work forty (40) hours per week.

The basic principles/protocol of the Accumulated Time Off (ATO) program are outlined below:

1. Employees are expected to meet their regular work commitments including organizational priorities.
2. Employees will not lose any current benefit or privilege for choosing to participate in this program.
3. Employee participation in the ATO program is voluntary.

Employees will submit their application for approval to their supervisor who may not unreasonably withhold approval.

4. An employee may not accumulate time in increments less than thirty (30) minutes and shall not exceed forty-four (44) hours of total work per week.
5. The total number of Accumulated days off will be capped at seven (7) per calendar year.
6. ATO time off must be pre-scheduled, pre-approved by the Supervisor and taken in full day (8 hours) or half day (4 hours) increments only and are subject to operational needs.
7. Employees must have at least eight (8) hours in their ATO bank in order to qualify for an ATO day off.
8. Employees may accumulate up to twenty-four (24) hours in their bank at any one time. Once the twenty-four (24) hours have been accumulated the employee must take an ATO day off before any more time can be accumulated. There is no carry-over of time; the accumulated time off bank needs to be used by the end of each calendar year. In exceptional circumstances an employee may request approval to carry-over the time (no later than March 31, of the following year). Approval of such shall not be unreasonably withheld.
9. If for coverage purposes the employee is required and agrees to work after his/her scheduled ATO time then the additional hours of work will be considered overtime if in accordance with the Collective Agreement.
10. Employees may not skip or reduce lunch hours to accumulate ATO time.
11. Accumulation of ATO time will not occur on days when a person is not physically at work. This includes but is not limited to ill days, vacation, full days off due to compensable injuries, statutory

holidays, days off for medical/health care appointments, float days, etc.

12. Employees are expected to (whenever possible) book all personal appointments (e.g. health care) during their scheduled ATO time off.

13. If an employee is ill on a scheduled ATO day, that day will continue to be coded as ATO unless the Supervisor approves the use of an alternative bank. The employee must make a request for approval.

14. In the event an employee changes locations, resigns, or is terminated from employment, any time accumulated in the ATO bank must be taken prior to the departure.

15. An employee may choose to opt in or out of the ATO Program at any time provided they submit a change request form. Management reserves the right to discontinue an employee's participation in the ATO program with three (3) weeks written notice (15 business days). Both Management and CUPE Local 2998 reserve the right to discontinue to the ATO program as a whole at any time. If the decision is made to discontinue the program, where applicable, the affected employees will be given thirty (30) days' notice in writing. Any accumulated bank of time must be used in accordance with this agreement.

Implementation of the ATO program will occur at each Centre within sixty (60) days of sign-off of this agreement and is subject to Centre review and operational feasibility.

The working group has agreed to reconvene in twelve (12) months of agreement to evaluate the program which will include a review of frequency of accumulation and use.

Letter of Intent: Benefit Claims

Benefit claims for active employees must be submitted to the benefits carrier no later than the end of the twelve (12) month period following the date that the service was incurred. For example, if an employee used a service on July 1, 2020, the employee must submit the claim to the benefits carrier no later than June 30, 2021.

Memorandum Items

Article 18: Employment – City of Toronto Opportunities

The Community Centre will provide employees with an electronic copy of job postings received from the City of Toronto on a weekly basis.

Within ninety (90) days of the ratification of the Collective Agreement, the City will provide the Union with a letter confirming that CUPE Local 2998 represented employees coming within their unit who have applied to a job posting for a bargaining unit position with the City of Toronto (excluding A,B,C's) will have their applications considered prior to considering applicants from the public at large.





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