## DRAFT

# Collective Agreement

# **Local 2998**

(2005 - 2008)

THIS AGREEMENT made in quadruplicate this 8th day of June, Two Thousand and Seven.

#### **BETWEEN:**

Applegrove Community Complex

Cecil Community Centre

Central Eglinton Community Centre

Community Centre 55

Eastview Neighbourhood Community Centre (East Toronto Family

Community Centre)

519 Church Street Community Centre

Harbourfront Community Centre

Ralph Thornton Centre

Scadding Court Community Centre (Scadding Court Community Centre

Inc.)

Swansea Town Hall

Herein called "the Community Centres"

And

The Canadian Union of Public Employees, Local Union No. 2998

Herein called "Local 2998"

And

City of Toronto

Herein called "The City"

Whereas Local 2998 is an organization of employees formed for the purposes that include the regulation of relations between employees and employers; and

Whereas the by-laws of Local 2998 as approved provide that membership in Local 2998 shall be open to those employees of the Community Centres as hereinafter set forth; and

Whereas Local 2998 and the Community Centres and The City were parties to and bound by a composite Collective Agreement pursuant to the Public Sector Labour Relations Transition Act, 1997;

And whereas the Community Centres, Local 2998 and The City have mutually agreed to enter into and execute this Collective Agreement commencing from January 1, 2005 to remain in force until and including December 31, 2008, and from year to year thereafter as hereinafter provided;

Now, therefore, this Agreement witnesseth that in consideration of the premises the Community Centres and Local 2998 and The City hereby mutually covenant and agree as follows:

#### Article 1 Purpose

1.01 The purpose of this Agreement is to establish and maintain a collective bargaining relationship between the City, the Community Centres and the Union 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 of the agencies who are subject to the provisions of this Agreement.

#### Article 2 Recognition

2.01 The City and each of the Community Centres recognize the Union as the sole and exclusive bargaining agent for all employees of the Community Centres who may occupy the positions set forth in Schedules A annexed hereto and forming part of this Agreement, such group of employees being referred to as the "Community Centres" Unit, save and except persons in the positions set for in Schedule B annexed hereto and forming part of this Agreement, students employed during school vacation periods, summer program staff, Special Project Workers funded by special time-limited grants provided to the Community Centres which regulate the salaries and benefits of the special project workers, and employees hired on a casual/relief basis.

### Article 3 Union Security and Check-off

- 3.01 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 Community Centres shall not be required discharge an employee who has been expelled or suspended from membership in Local 2998, other than for engaging in unlawful activity against Local 2998. New employees of the Community Centres covered by this agreement shall become members in good standing in the Union upon completion of their probationary period.
- 3.02 Pursuant to Clause 3.01 the Community Centres shall deduct the regular monthly Union dues from the wages of all employees as a condition of employment. Such deduction shall be made bi-weekly and remitted to the National Secretary-Treasurer of the Union by the 15<sup>th</sup> day of the month following the month for which the dues were deducted, accompanied by a list of names of employees from whose wages deductions have been made and the number of hours for which each employee was compensated.

- 3.03 The Union will indemnify and save the City and the Community Centres harmless from any and all claims which may be made against either party by an employee or employees for the amounts deducted from pay as provided by this Article.
- 3.04 The Union shall advise the Community Centres 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 from time to time. The Union shall advise the Community Centres in writing of the name and address of the National Secretary-Treasurer of the Union and of any changes thereto.
- 3.05 The Community Centres agree 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.
- 3.06 When new employees commence employment, their supervisors shall introduce them to their Union Steward or Representative.
- 3.07 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union Membership.
- 3.08 At the same time that Income Tax (T-4) slips are made available the Community Centres shall enter the amount of Union dues paid by each member in the previous year.
- 3.09 The Local 2998 Unit Chairperson shall be notified of all staff changes occurring within the bargaining unit within fourteen (14) calendar days of the change including, but not limited to, new hires (both permanent and contract, where the contract is renewed for a subsequent year or years), retirements, resignations, terminations, promotions, employees completing their probationary period, and intent to remove employees from the bargaining unit. The employer agrees to meet with the Union when they intend to remove employees from the bargaining unit.

### Article 4 Management's Rights

- 4.01 Local 2998 and the employees recognize and acknowledge that it is the exclusive function of the City and the respective Community Centres 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 Community Centres in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Community Centres.
- 4.02 Each of the Community Centres agrees that they will not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.

### Article 5 Non-Discrimination

- 5.01 The Community Centres, the City and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced by them with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reasons of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, gender identity, age, marital status, family relationship, handicap, nor by reason of membership or non-membership or activity or lack of activity in the Union, and the Community Centres agree that they will not, either directly or through any person acting on their behalf, discriminate against any person in their employ because of such person being an officer, steward, committee member or member at large of Local 2998.
- 5.02 In this article, the term "Handicap", as provided in Clause 5.01 shall be as defined in the *Human Rights Code*, R.S.O., 1990 as amended.
- 5.03 The prohibition within Clause 5.01, with respect to handicap shall not apply where the requirement, qualification or consideration is a reasonable and bona fide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of their duties of a position by reason of handicap.

#### Article 6 Harassment

### 6.01 Each Community Centre will post its Harassment Policy in a prominent location in the workplace.

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

### Article 7 Categories of Employment

#### 7.01 <u>Full-time</u> (40 hours per week)

A person regularly employed by a Community Centre in one (1) or more positions for forty (40) hours per calendar week.

#### 7.02 <u>Part-time</u> (18 to 39 hours per calendar week)

A person regularly employed by a Community Centre whose employed hour's average fewer than forty (40) hours but a minimum of eighteen (18) hours aggregate during a calendar week, subject to the limitations in Clause 2.01.

#### 7.03 <u>Full time</u> Position

A group of duties, possessing a job description(s) the performance of which duties is required for forty (40) hours during a calendar week, with an established rate of pay.

#### 7.04 <u>Part time</u> Position (18 – 39 hours per week)

A group of duties, possessing a job description(s) the performance of which duties is required for fewer than forty (40) hours but a minimum of eighteen (18) hours during a calendar week.

#### 7.05 Casual/Relief Staff

Employees who work less than eighteen (18) hours per week or who are employed to accommodate workload requirements or to relieve employees absent on account of vacation, illness, accident or authorised leave of absence, and whose hours do not aggregate toward the completion of a probationary period.

#### Article 8 Probationary Period

- 8.01 The Community Centres shall have the exclusive and unlimited right to discharge:
  - (a) any <u>Full-time</u> employee defined under Clause 7.01, above, of the Community Centre at any time within the first one thousand and forty-four (1,044) hours actually worked within the latest period of continuous employment with the Centre;
  - (b) any <u>Part-time</u> employee defined under Clauses 7.02 above, within the first twelve (12) months of employment or prior to the completion of one thousand and forty-four (1,044) hours, whichever comes first.
  - (c) such periods to be defined as the Probationary Period. The probationary period may not be completed while the employee is absent and in no case shall an employee be required to complete more than one Probationary Period.

### Article 9 Designated Holidays

- 9.01(a) The days to be designated as holidays by the Community Centres in each year during the term of this Agreement shall be the following: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).
- 9.01(b) When any of the above-named holidays fall on a Saturday or Sunday, (excepting Remembrance Day), the Community Centre 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 Community Centres' discretion.
- 9.02(i) Each <u>full time</u> employee who is not required to work on a day so designated as a holiday shall be entitled to and shall be paid by the respective Community Centre his/her regular rate of pay for each designated holiday not so worked.
- 9.02(ii) Part-time employees referred to in Clause 7.02 above who are not required to work on a day so designated as a holiday shall be compensated for the designated holiday in accordance with the Employment Standards Act, R.S.O., as amended.

- 9.03 Subject to 9.01(b) above, each employee who is required to work on a day so designated as a holiday shall be compensated by the respective Community Centre at the rate of time and one-half for time so worked and in addition may either:
  - (a) take a subsequent lieu day off with pay in at his/her 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 11, shall not exceed eighty (80) hours in any calendar year; or
  - (b) be paid equivalent time at his/her regular rate of pay;
  - (c) provided that the off time equivalent referred to in this Clause 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.
- 9.04 Notwithstanding 9.03(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 hour period of the actual holiday with respect to Christmas Day, Boxing Day, 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 day operation be paid the holiday premium for both the actual holiday and the designated day of observance for that holiday.
  - 9.05(i) Each employee who has completed his/her 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.
- 9.05(ii) Floating holidays shall be taken in the calendar year in which they are earned.

#### Article 10 Wages and Salaries

#### Increments

10.01(a) Effective January 1, 2005, increase all rates for all classifications in schedule "C" and payable on December 31, 2004 by two and three quarters percent (2.75%). Each employee who was employed by the Community Centre in 2005 and who continues to be employed by the

- Community Centre shall receive the retroactive payment, less statutory deductions, within ninety days following ratification by Union, the City and the Community Centres.
- (b) Effective January 1, 2006, increase all rates for all classifications in schedule "C" and payable on December 31, 2005 by three percent (3%).
- (c) Effective January 1, 2007, increase all rates for all classifications in schedule "C" and payable on December 31, 2006 by three and one quarter percent (3.25%).
- (d) Effective April 1, 2008, increase all rates for all classifications in schedule "C" and payable on March 31, 2008 by three and one quarter percent (3.25%).
- 10.02(a) 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, progress through the increment levels as set out in schedule "C" attached and in accordance with this article.
- 10.02(b) Where an increment is withheld, the employee shall be advised in writing of the reasons therefore.
- 10.02(c) Increments, if granted, shall be effective at the beginning of the pay period following the date upon which the increment is effective.

#### Alternate Rate

- 10.03 Whenever an employee is assigned to perform the regular duties of a higher rated position for at least a full day or shift, he/she shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of fifty (.50) cents per hour, whichever is greater.
- The foregoing alternate rate provision shall apply to periods during which the employee is absent on paid leave, receiving sick pay in accordance with Article 13 or on paid holidays or on annual vacation, provided such employee has been continuously paid at such alternate rate for at least three (3) consecutive months and such 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 such absence or paid leave.

These provisions shall apply only when the three (3) continuous months service requirement has been fulfilled and such employee is still being paid such alternate rate at the commencement of such absence and such alternate rate will be paid only to the extent that it would have been paid had the employee remained at work, and the alternate rate would have been in place.

#### Pay Equity

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

The parties agree as follows:

- (a) The City of Toronto shall fulfil the obligations of an employer under the Pay Equity Act.
- (b) Following completion of the pay equity process undertaken at the City of Toronto the parties agree to meet with a view to the development of an appropriate process for achieving and maintaining the objectives of the Pay Equity Act.

#### Job Evaluation

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

### Article 11 Premium Pay Provisions

#### <u>Overtime</u>

11.01(a) Each employee shall be paid at the rate of time and one-half for all time worked in excess of eighty (80) hours during a regular pay period, provided that such employee may take time off in lieu of overtime. Such time off is to be calculated at the rate of one and one-half hours for each hour of overtime worked provided that the maximum of such time off shall be eighty (80) hours per calendar year.

#### Call-in

- 11.01(b) When, after having left the work location at the end of the shift, employees are required and authorized to return to work, such employees will be allocated a minimum two (2) hours of lieu time at time and one-half or will be allocated time and one half the actual number of hours worked.
- 11.01(c) Any time off given an employee under Clause 11.01(a) and/or 11.01(b) shall be taken during the calendar year in which the excess time is worked, provided that an employee who is eligible for such time off may at the request of or with the consent of the Executive Director and with the consent of such employee, take such time off during the next calendar year. Requests for lieu time shall be made in writing two (2) weeks in advance of the leave and the employer shall respond in writing within five (5) working days concerning the approval of the request. In the case of an emergency, the response from the employer shall be made immediately. Requests made under this article shall not be unreasonably withheld.

### Article 12 Vacations

12.01(a) Each <u>full time</u> employee who has 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; following thirty (30) years of service – seven (7) weeks vacation in the thirtieth (30th) year only.

- 12.01(b) An employee who has qualified for the three (3) weeks vacation entitlement under clause 12.01(a) shall thereafter be eligible for the annual vacation entitlement after January 1<sup>st</sup> of each calendar year. Other than what is set out in Article 12.01(c) below, January 1<sup>st</sup> shall be an employee's anniversary date for vacation purposes in respect of this Article.
- 12.01(c) Employees may, at the discretion of the Executive Director, be eligible to receive vacation at any time after January 1<sup>st</sup> in the year in which increased vacation entitlement occurs provided that the Community Centre 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.

- Annual vacation shall be taken during the calendar year provided that an employee who is eligible for vacation pursuant to Clause 12.01(a) may, with the consent of the Executive Director or at the request of the Executive Director and with the consent of such employee, postpone annual vacation accrued, or a portion thereof, to the next calendar year.
- Each <u>part-time</u> employee referred to in clause 7.02 shall be eligible for vacation upon completion of the Probationary Period as set out in Article 8, herein. Payment for such 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's 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) year's service, eight (8) per cent; after seventeen (17) year's service, ten (10) percent; after twenty-two (22) year's service, twelve (12) per cent; after thirty (30) year's service, fourteen (14) per cent in the thirtieth (30th) year only.
- In any calendar year an employee who is eligible for vacation with pay under Clause 12.01 on the basis therein set forth may be eligible for vacation entitlement for such calendar year provided that if such vacation is taken in advance of actual entitlement thereto and such employee subsequently leaves the service of the Community Centre other than by reason of death or retirement, the Community Centre shall be entitled to recover from such employee the value of such vacation taken prior to actual entitlement thereto.
- 12.05 Where an employee leaves the service of the Community Centre after January 1 in any year and prior to taking vacation in that year, such 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, including entitlements under 12.01(a) and 12.03.
- Where an employee of the Community Centre dies on or after January 1 in any year and prior to receiving vacation in that year, such employee shall have paid to his/her estate an amount equivalent to the salary or wages that would normally have been paid on account of vacation.

- Where an employee of the Community Centre retires, such employee shall, in addition to any vacation entitlement under Article 12.01, 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, all of which 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.
- When a pay day of an employee falls within such employee's annual vacation, and when wages are not paid by Direct Deposit, such employee shall receive all pay cheques which ordinarily would have received during such vacation period on the first day prior to the commencement of such vacation, provided that such employee has forwarded a request to his/her executive director at least two weeks prior to the commencement of such vacation and provided further that such vacation period is of two (2) consecutive weeks duration or more.
- 12.09 When an employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of illness or accident such employee shall be entitled:
  - (a) to receive sick pay in accordance with Article 13 hereof in lieu of vacation, for the days of such vacation lost by reason of such hospitalization, provided that notice is given to the Executive Director at the commencement of such hospitalization and a Doctor's certificate is provided on such employee's return to work, and,
  - (b) to the period of vacation lost by reason of such hospitalization which shall be rescheduled and which shall not be considered as an automatic extension of the originally approved vacation schedule.
- When in any calendar year a <u>full time</u> employee is absent from work and not in receipt of salary or wages for one or more periods each comprised of four (4) consecutive pay periods or more, the vacation with pay entitlement of such employee under article 12.01 at the end of such year shall be pro-rated for the portion or portions of such year in excess of such first mentioned period or periods; except that an employee on the active payroll of the Community Centre and who is in receipt of a Workplace Safety and Insurance benefit, as a result of an injury arising out of and in the course of employment with the Community Centre shall be considered as being in receipt of wages or salary; and provided further that if any employee shall as a result of pro-

rating under this article be eligible for less than the vacation with pay entitlement under article 12.01, such employee shall on request be granted leave of absence without pay for the balance of such vacation.

- An employee who is required to serve as a juror in a court, or is subpoenaed to serve as a witness in a court proceeding, during a vacation may request that the period of vacation time listed be changed to a leave of absence for such purpose under article 16.05 hereof.
- 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. Such approval shall not be unreasonably withheld.

#### Article 13 Sick Pay

13.01 In this Article "employee" shall mean an employee of the Community Centre and a "month" shall mean a calendar month.

#### 13.02 Accumulation

Sick leave credits for <u>full-time</u> employees, which may apply to personal illness or birth/adoption of a child, shall accumulate 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. Sick leave shall not be accumulated while one is in receipt of prolonged sick leave (more than thirty (30) consecutive calendar days), nor if one is away from work due to illness after sick leave has expired. Payment for sick leave shall be at the hourly salary rate of the position to which assigned at the time the absence occurs. Sick leave shall only be deducted from the employee's accumulated sick leave credits.

#### 13.03 <u>Part time Employees</u> (Clause 7.02)

Sick leave credits shall be accumulated at the rate of seven (7) per cent of total paid hours in each pay period. Payment for sick leave shall be based on the number of assigned hours of the position in any one day at the hourly salary rate of the position occupied at the time the absence occurred, to the extent of accumulated credits, but not exceeding sixty (60) days.

Sick leave shall not be accumulated while a person is in receipt of prolonged sick leave (more than thirty (30) consecutive calendar days) or if the person is away from work due to illness after accumulated sick leave credits are exhausted.

#### 13.04 Notification

Each employee is required to immediately notify his/her direct supervisor, or his/her designate, when it is necessary to be absent due to personal illness. The Community Centres recognize there may be circumstances in which an employee, personally, is unable to provide the notice specified above. In these situations the employee's caregiver may provide notice to the proper supervisor.

#### 13.05 Doctor's Certificate

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. A doctor's 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.

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 his/her 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.

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

### Article 14 Grievance Procedure

- 14.01 For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 14.03 The Community Centres acknowledge the right of Local 2998 to appoint or otherwise select stewards and officers and, in this regard,

Local 2998 acknowledges and agrees that Stewards and Officers of Local 2998 have regular duties to perform as employees of the Community Centres and that such employees will not leave their regular duties to assist employees in respect of matters arising under this Article without obtaining the permission of their Executive Director or his/her designate and will similarly report upon returning to their regular duties. Such permission shall not be unreasonably denied. Time spent during an employee's regular working hours pursuant to this Article shall be without loss of pay.

- Local 2998 will supply the Community Centres with a list of all of its Stewards and Officers and the Community Centre he/she represents, as soon as they are elected/appointed, and thereafter will notify the Community Centres in writing of any changes.
- 14.05 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral or where an allegation is made that this Agreement has been violated, such difference or allegation, being hereinafter referred to as "The Dispute" in Step One and thereafter as "The Grievance", the following grievance procedure shall apply.

#### (i) <u>Step One – Dispute Resolution</u>

It is understood that before the dispute is put in writing, the employee's immediate manager will have an opportunity to discuss and address the dispute. Within five (5) working days following the circumstances giving rise to the dispute, Local 2998 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 Local 2998 steward or an available Local 2998 representative. Within three (3) working days of the date of the Step One – Dispute resolution meeting, the manager will advise the Local 2998 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.

#### (ii) <u>Step Two</u>

If the dispute is not resolved at Step One, the grievance and redress sought shall be put in writing and signed by the employee. Local 2998 shall file the grievance with the Executive

Director within ten (10) working days following the Step One meeting, and shall provide the grievor's immediate supervisor with a copy of the grievance. The Executive Director shall confer with the representative of Local 2998 within five (5) working days after receipt of the grievance at Step Two, and shall advise Local 2998 in writing of his/her decision in respect to the grievance within five (5) working days of the time of the conference. The grievor will attend the Step Two meeting upon the request of Local 2998, provided that such request must be made at least five (5) working days prior to the date of the Step Two meeting.

#### (iii) Step Three

In the event that the Executive Director does not provide the redress satisfactory to Local 2998 it may within ten (10) 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 and Labour Relations. Upon receipt of such copies the Director of Employee and Labour Relations shall, in consultation with the Executive Director, confer forthwith with Local 2998 in an effort to resolve the matter. The Director of Labour Relations shall advise Local 2998 in writing within ten (10) working days after the said conference of his/her decision in respect to the grievance. The grievor may attend the Step Three meeting upon the request of Local 2998, provided that such request must be made at least five (5) working days prior to the date of the Step Three meeting.

14.06 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 14.05 above.

#### Arbitration

In the event that the Director of Employee and Labour Relations does not provide redress satisfactory to Local 2998, Local 2998 may, within twenty (20) working days after the receipt of the written decision of the Director of Employee and Labour Relations, require that the grievance be submitted to arbitration by notifying the City in writing.

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

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

If the grievance is to be determined by a single arbitrator, the parties shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, Local 2998 shall request the Minister of Labour for Ontario, in writing to appoint an arbitrator.

- In the event that the parties do not agree to have the grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall so notify the other party in writing within ten (10) working days of receipt of the letter referring the grievance to arbitration. The notice shall include the name of its nominee to an Arbitration Board. The party so notified shall, within ten (10) working days after receipt of the letter notify the other party of the name of its nominee to the Arbitration board. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson, Local 2998 shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.
- The single arbitrator, or the Arbitration Board as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding upon Local 2998, the Community Centre and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.
- 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.

14.13 At any step of the grievance procedure the Union shall have the right to the assistance of a representative of the National Union.

#### Policy Grievance

14.14 Policy grievances arising out of the interpretation, application, administration or alleged violations of this Agreement may be filed with the Executive Director of the Community Centre at Step Two of the grievance procedure within ten (10) working days after the circumstances giving rise to the grievance have occurred or become known to the Union. A policy grievance filed by the Union is one which concerns a difference which cannot be made the subject of a grievance by an employee.

Failure of an employee to file a grievance within the time limits as set out in this Agreement shall act as a bar to the Union filing such a difference as a grievance with respect to the same matter.

#### **Group Grievance**

14.15 Where a Group Grievance involves a group of employees in the same Community Centre, it may be initiated at Step One or filed at Step Two at Local 2998's option.

#### Suspension or Discharge Grievance

14.16 Whenever an employee, other than a probationary employee, is suspended or dismissed, the grievance procedure as set forth in this Article shall apply except that the grievance shall be initiated at Step Three within twenty (20) working days after the said employee has been suspended or ceases to be employed by the City, as the case may be.

#### Management Grievances

In the event a Community Centre has a grievance, the Director of Employee and Labour Relations, following consultation with the Executive Director of the Community Centre, shall file the grievance in writing within twenty (20) working days of the circumstances giving rise to a grievance with the authorised officers of Local 2998 who shall confer with the Director of Employee and Labour Relations within twenty (20) working days of the receipt of such grievance. In the event the authorized officers of Local 2998 do not provide redress satisfactory to the Community Centre, the Director of Employee and Labour Relations may process the grievance to arbitration in accordance with the

arbitration provisions as set out in this Agreement, with the necessary changes being made.

#### Article 15 Employment

- Whenever a Community Centre determines a vacancy in either the "Full-time" positions (Clause 7.01) or "Part-time" positions (Clause 7.02) is to be filled, a notice to this effect shall be posted in each of the Community Centres for a period of one (1) calendar week. A copy of the posting shall be sent to the Unit Chairperson for Local 2998. Application for such positions shall be received by the Community Centre issuing the posting. Only those candidates whose written applications indicate that they meet the stated job requirements shall be given further consideration for the posted position.
- 15.01(a) (ii) Failure of the Community Centres receiving the notice to post it shall not result in a grievance against the Community Centre issuing the notice.
- 15.01(b) Applicants from within the issuing Community Centre will be given first consideration and, if no selection is made, consideration will be given to applicants from other Community Centres and external applicants.
- 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 personal file, aggregate service with the Community Centres covered by this agreement, and reference checks.
- 15.02 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.

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.

15.03(a) The successful applicant and the unit Chair of Local 2998 will be notified of the appointment within seven (7) calendar days.

- 15.03(b) Local 2998 shall give written notice to the Community Centres and the City of the Unit Chair for the bargaining unit.
- Where two (2) or more of the qualified applicants are relatively equal, priority shall be given to a Community Centre employee. If two (2) or more of the qualified applicants are Community Centre employees, seniority shall prevail.

#### Article 16 Leaves of Absence

#### Bereavement Leave

- 16.01(a) Each employee who is absent from work solely due to the death and funeral of the father, mother, son, daughter, brother, sister, husband or wife, same-sex partner, common-law partner, step-father, step-mother or step-child of such employee, shall be compensated for regularly scheduled hours missed by such employee (by reason of such absence) at his/her regular rate of pay up to a maximum of five (5) consecutive working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.
- 16.01(b) Each employee who is absent from work solely due to the death and funeral of the 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 of such employee, shall be compensated for regularly scheduled hours missed by such employee (by reason of such absence) at his/her regular rate of pay up to a maximum of three (3) consecutive working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.
- 16.01(c) An employee may be granted leave of absence with pay at the discretion of the Executive Director, or designate, where such leave is requested solely due to the death and/or funeral of persons other than those specified in 16.01(a) and 16.01(b). Such request shall not be unreasonably denied.

#### Leave for Union Business

16.02 When an employee of the respective Community Centre covered by this Agreement is required to attend to any business of the Union during

working hours, such employee may at the discretion of the Executive Director be granted time off from such work to attend to such business provided that the Union makes written application therefore, giving reasonable advance notice thereof to the Executive Director. Where permission is granted it shall be without pay unless lieu time accumulation exists which can be used to provide pay for time taken to attend to such Union business.

- The Executive Director will consider each request for Leave of Absence from the Union on its merits for an employee who is elected or appointed to a full-time office within the Union provided that such leave shall not involve any cost to the Community Centre affected and upon expiration of his/her term of office, such employee shall be returned to a position in a classification comparable to that in which s/he was employed before taking office, if such is available, or if not, to any other position as may be determined as being suitable by the Executive Director.
- Full-time or Part-time employees of the Community Centres, 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. Such 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 hours or less on that day.

#### Jury or Witness Duty

- 16.05 Each employee who is called to serve as a juror or is subpoenaed as a witness in a legal proceeding, excluding arbitration and/or hearings before the Ontario Labour Board:
  - (a) shall be granted leave of absence for such purpose, provided that upon completion of his/her jury or witness service such employee shall present to his/her Executive Director a satisfactory certificate showing the period of such service.
  - (b) shall be paid his/her regular hourly rate for scheduled hours missed during the period of such jury or witness service; provided that he/she shall pay to his/her Executive Director the full amount of compensation received for such service and obtain an official receipt therefore it being understood that the full amount does not include monies received on days other than

his/her 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 his/her shift on any day, immediately telephone his/her Executive Director for instructions respecting his/her return to work and shall, upon receiving such instruction, comply with same.

#### Pregnancy/Parental Leave

- 16.06 Pregnancy and/or parental leave shall be provided as follows:
- 16.06(a) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of *The Employment Standards Act R.S.O. 2000*, as amended.
- 16.06(b) For any employee who does not qualify under Part XI of the said Act, 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 Act.
- 16.06(c) A request for an extension of Parental Leave under 16.06(a) or 16.06(b) may be granted at the discretion of the Executive Director or designate concerned and shall not involve any expense to the Community Centre and the employee shall retain his/her original seniority date.
- 16.06(d) For those employees who are granted a leave of absence in accordance with 16.06(a) herein, service or seniority if applicable shall continue to accrue for each full pay period of absence, calculated on the average of the total regular hours paid at straight time in the eight (8) pay periods preceding the commencement of such leave, to a maximum of 80 hours per pay period.

Provided that this accrual of service shall not count toward the completion of a probationary period, as provided in Article 8 or toward the eligibility for benefits as provided in Article 17.

16.06(e) The Community Centre shall provide coverage and pay its share of the premiums for the applicable benefits as provided for in Article 17 entitled "Employee Benefit Plans" and Article 18 "Pensions and Retirement" for any period of Pregnancy and/or Parental Leave taken in accordance with 16.06(a) herein, and the employee shall pay his/her

share, if any, unless the employee elects, in writing that s/he does not wish benefit coverage.

- 16.06(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 16.06(a) or 16.06(b) herein.
- 16.06(g) Vacation entitlement will not be reduced as a result of any period of Pregnancy and/or parental leave taken in accordance with 16.06(a) or 16.06(b) herein.
- 16.06(h) Pregnancy and/or Parental leave taken in accordance with sub-clauses 16.06(a) and 16.06(b) herein shall not involve any expense to the City except as provided for in clauses (e), (f), (g), (j) and (k).
- 16.06(i) An employee who is granted an extension of Parental Leave in accordance with (c) herein, and who wishes to continue benefit coverage referred to in Article 17, 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 18) during such extension shall be in accordance with the regulations of the applicable pension plan.
- 16.06(j) Payments During Pregnancy Leave

An employee on Pregnancy Leave shall be eligible, provided she is in receipt of Employment Insurance benefits pursuant to Section 30 of the *Employment Insurance Act*, S.C. 1996, c.23 to the following payments:

- (i) for the first two (2) weeks of absence no pay;
- (ii) for additional weeks of absence up to fifteen (15), payments equal to the difference between seventy-five (75) per cent of the employee's regular rate and the sum of her weekly Unemployment Insurance Benefits and any other earnings.
- 16.06(k) Payments During Parental Leave

An employee on Parental Leave shall be eligible, provided s/he is in receipt of Unemployment 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;

- (ii) for the remainder of such Parental Leave, payments equal to the difference between seventy-five (75) per cent of the employee's regular rate and the sum of her weekly Unemployment Insurance Benefits and any other earnings.
- (iii) Except that (i) does not apply in the case of an employee who completes her Pregnancy Leave and immediately commences Parental Leave.

In accordance with the *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

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

#### Personal Leave

- An employee may, upon completion of the probationary period as set out in Article 8, and at the discretion of the Executive Director, be granted leave of absence without pay for up to three (3) consecutive working days for personal reasons. Requests for such leave shall be submitted in writing sufficiently in advance to allow any necessary reorganisation of work to take place.
- 16.09 A <u>full-time</u> employee as defined in Clause 7.01 may, upon completion of the probationary period, be granted up to twenty-four (24) hours in total, with pay, each calendar year to conduct personal business.
- 16.10 <u>Part-time</u> employees as defined in Clause 7.02 may, upon completion of the probationary period, be granted time off with pay to conduct personal business, to a maximum of twelve (12) hours.
- 16.11(a) Time off from work under Clauses 16.08, 16.09 and 16.10 shall be paid at the employee's straight time rate of pay and shall be taken within the calendar year. Requests for such time off shall be made in writing on a form supplied by the Community Centre.

- (b) Requests for time off under Clauses 16.09 and 16.10 shall be a minimum of one (1) hour.
- 16.12 Each <u>full-time</u> employee who is eligible for sick pay credits under Article 13 may utilize not more than forty-eight (48) hours per calendar year in order to care for ill dependants.

Each <u>part-time</u> employee who is eligible for sick pay credits under Article 13 may utilize not more than twenty-four (24) hours per calendar year in order to care for ill dependants.

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

### Article 17 Employee Benefit Plans

17.01 <u>Full time</u> employees described in Clause 7.01 who have completed the probationary period as set out in Clause 8.01 shall be eligible to receive benefits for which the employer shall pay one hundred per cent of the premiums, except as indicated otherwise. The benefits referred to, for the purposes of this Agreement, are those provided by the City of Toronto to the employees in C.U.P.E. Local 79 under Article 12 and are described as follows:

#### **Extended Health Care Benefits**

- 17.01(a) 100% of the premiums:
  - (1) Semi-private hospitalization difference between ward and semi private hospital room;
  - (2) Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
    - (i) Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules;
    - (ii) Maximum of \$300.00 per person per benefit year for smoking cessation medication;
    - (iii) Other non-prescription but life sustaining drugs if they have a Drug Identification Number;

- (iv) Non-generic drugs will be covered if:
  - a) there is no generic substitution; or
  - b) there are no generic substitutions readily available from the pharmacy of the employee's choice; or
  - c) the employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or dependent concerned.
- (v) Sclerotherapy drugs to a maximum of \$15 per injection.
- (3) Private duty nursing at home when medically necessary, to a maximum of \$25,000.00 per person per three (3) benefit years;
- (4) Effective thirty (30) days following ratification, services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or masseur (after OHIP ceases to pay for treatment) to a maximum of \$400.00 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 (\$800.00) per person, per benefit year.
- (5) Services of a licensed or registered physiotherapist;
- (6) Services of a licensed psychologist, to a maximum of \$300.00 per person, per benefit year;
- (7) Effective thirty (30) days following ratification, up to three hundred and seventy-five dollars (\$375) per person in any twenty-four consecutive month period for contact lenses and/or eyeglasses prescribed by an ophthalmologist or licensed optometrist. This coverage can also be used towards one (1) routine eye exam every twenty-four (24) consecutive months and/or the cost of laser surgery.

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January 1, 2006 - $400 per person.
January 1, 2007 - $450 per person.
January 1, 2008 - $475 per person.
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(8) Effective thirty (30) days following ratification by the Community Centres, hearing aids, including repairs and batteries to a

maximum of sixteen hundred dollars (\$1,600.00) per person per three (3) benefit years.

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

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

17.01(b) The Community Centre shall provide out-of-province/country coverage for emergency treatment for employees and their

dependents. The Community Centre shall advise members of the claims reporting process at the time they enrol in benefits.

#### **Dental Benefits**

#### 17.02 100% of premiums

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

- (a) Preventative, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventative services (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene reinstruction), subject to current limits on frequency
- (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 per cent (60%) major restorative procedures, seventy percent (70%) dentures – to a maximum of \$4,000.00 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 per cent (50%) orthodontic procedures – to a lifetime maximum of \$5,000.00 per person.

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

#### Group Life Insurance

#### 17.03 100% of premiums

An amount equal to two times the employee's annual salary rounded to the next higher \$1,000.00, if not a multiple thereof.

#### Optional Group Life Insurance – Employee and Spouse

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

#### Optional Group Life Insurance – Dependent Children

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

#### Accidental Death and Dismemberment Insurance

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

#### Long Term Disability

The Community Centres will provide for <u>full-time</u> employees defined in clause 7.01 a Long Term Disability plan and will pay one hundred per cent (100%) of the cost thereof to provide a long term disability benefit of seventy-five (75%) per cent 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 Community Centre 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.

Except where a premium waiver applies, the Community Centres 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 his/her sick pay credits prior to the conclusion of the six (6) months waiting period. In no case shall the period of such continued coverage exceed the six (6) continuous months.

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

#### 17.05 Benefits for Part-time Employees (7.02)

The benefit plan outlined in 17.01 and 17.02 shall be available to Parttime employees identified in Clause 7.02 upon completion of their probationary period where such employee elects to participate and authorizes a payroll deduction for their share of the premiums, the Community Centres shall pay a pro-rata portion on the following basis:

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

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

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

- 17.06 Part-time employees defined in clause 7.02 who have completed their probationary period shall be entitled to a paid-up life insurance benefit in the amount of five thousand dollars (\$5,000.00). One hundred per cent (100%) of the premiums shall be paid by the Community Centre.
- 17.07 For the purpose of Article 17 only, "hours worked" shall include time off while an employee is in receipt of sick pay in accordance with Article 13 or while in receipt of Workplace Safety and Insurance Benefits in accordance with Article 20.
- 17.08 For the purpose of enrolment in any or all of the plans there shall be three (3) scheduled open periods per year from the first to the fifteenth

days inclusive of the months of December, April and August, except that the initial open period for an employee shall be the two (2) weeks following the pay period in which the employee has completed their probationary period.

- 17.09 Prior to the beginning of each "scheduled open period" in December, April and August, each employee who is eligible for benefits in accordance with Article 8 will receive a summary of the hours he/she has worked in the previous eight (8) pay periods and a summary of the amount of both the employer's and the employee's portion for each benefit.
- 17.10 If the employee elects to participate, coverage shall commence on the first day of the month following enrolment, and payroll deductions shall commence in the first pay period ending in that month.
- 17.11 Subsequent to the commencement of coverage, where an employee does not have sufficient earnings to cover the required payroll deduction, the employee will be required to reimburse the City for his/her share of the premium cost in arrears if such arrears are not otherwise cleared.

The coverage of an employee who has gone into arrears shall be terminated at the end of the second 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.

- 17.12 Employees who decline coverage shall not be eligible to participate until the next scheduled open period.
- 17.13 Employees who wish to terminate their participation in any or all of the plans must do so in writing, giving at least thirty (30) days notice.
- 17.14 It is the responsibility of every employee to notify the City promptly of any change in address.
- 17.15 Each employee shall report any changes in marital status or increase or decrease in dependants without delay.

### Article 18 Pensions and Retirement

- 18.01 Each <u>full-time</u> employee as defined in Clause 7.01, must become a member of the Ontario Municipal Employees Retirement System in accordance with the prevailing legislation in the Province of Ontario.

  <u>Part-time</u> employees referred to in Clauses 7. 02 and 7.03 who meet the O.M.E.R.S. eligibility requirements and who choose to enrol will be enrolled.
- Notwithstanding Article 5 (No Discrimination) hereof, each employee shall be retired upon attaining the age of sixty-five (65) years, such retirement to be effective upon the last day of the month in which the sixty-fifth (65<sup>th</sup>) birthday of such employee occurs.
- A <u>full-time</u> employee who has at least ten (10) years of credited pension service with their Community Centre and who elects early retirement shall be eligible for the continued coverage of benefits as set out in clauses 17.01 (Extended Health Care), 17.02 (Dental) and 17.03 (Group Life Insurance) up to and including the last day of the month in which his/her sixty-fifth (65<sup>th</sup>) birthday occurs. Such benefits will be effective upon the date on which the employee actually retires.
  - (b) A <u>full-time</u> employee hired prior to November 21, 2000, and who at retirement does not have ten (10) years of credited pension service with their Community Centre shall be entitled to the benefits as outlined above in clause 18.03(a) up to and including the last day of the month in which his/her sixty-fifth (65th) birthday occurs.
- Where a <u>full-time</u> employee who elects early retirement and is eligible for benefits in accordance with clause 18.03 dies prior to his/her sixty-fifth (65<sup>th</sup>) birthday, said employee's spouse (insured at the time of death) and eligible dependents, if any, shall continue to be covered by said benefits with the exception of the benefits provided under 17.03 (Group Life Insurance) up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.
- Where a <u>full-time</u> employee who 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 his/her death, the employee's spouse (insured at the time of death) and eligible dependents, if any, shall be eligible for the benefit coverage as set out in 18.03, with the exception of the benefits provided under 17.03 (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.

The Community Centre shall provide a paid up group life insurance policy in the amount of five thousand dollars (\$5,000.00) for those <u>full-time</u> employees who retire at the age of sixty-five (65).

#### Article 19 Transportation

19.01 Whenever an employee is required and authorized to use his/her automobile on business of the Community Centre, the Community Centre shall pay to such employee an allowance of forty-six (46) cents per kilometre actually travelled in the course of transacting the business of the Community Centre.

Employees shall be reimbursed for parking expenses incurred in the use of a private motor vehicle on business for the Community Centre upon submission of proof satisfactory to the executive director or his/her designate of such expenses.

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

### Article 20 Workplace Safety and Insurance Benefits

- Where an employee who is injured on duty with the Community Centre 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, shall, provided he/she has qualified for sick pay benefits in accordance with Article 13, be paid an amount equal to his/her 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.
- The full net pay of an employee shall be as determined by the Community Centre by deducting from the employee's gross earnings the probable Income Tax, Canada Pension Plan premiums, and Employment Insurance premiums.
- 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 20.02. Such full net pay shall include

benefit payments approved by the Workplace Safety and Insurance Board.

- 20.04 Employees who have not qualified for Sick Pay under Article 13 shall, if their Workplace Safety and Insurance Board claim is approved, receive their benefit payments from the Workplace Safety and Insurance Board.
- Where the claim is not approved or where an employee receives monies in excess of his/her appropriate net pay amount, such excess shall be treated as an overpayment and the City shall make recovery from the wages of the employee. It is agreed that the affected employee(s) shall provide to the City any recovery consents required by law to give effect to such recoveries.
- 20.06 An employee who sustains a compensable injury and, as a result, must leave work before the end of his/her shift on the day the injury occurred, shall be paid to the end of the shift.

### Article 21 Occupational Health & Safety

The parties agree to comply with the terms of the Occupational Health & Safety Act, R.S.O., 1990, as amended.

#### Article 22 Seniority and Service

- Unless otherwise specified, whenever the term "aggregate service" is used within this Collective Agreement, it shall be defined as all time paid within the respective Community Centre.
- 22.02(a) Notwithstanding the foregoing sub-clause, effective the date of ratification of this collective agreement, all employees who were covered by a predecessor collective agreement shall have placed to their credit service as they had accumulated in accordance with the terms of their predecessor collective agreements. Following the aforementioned effective date, employees shall continue to accrue service in accordance with the terms of this collective agreement.
- 22.02(b) Notwithstanding clause 22.01, and subject to clause 22.04, effective the date of ratification of this collective agreement all employees who were not covered by a predecessor collective agreement shall have placed to their credit service which shall be deemed to be synonymous with seniority as calculated in accordance with section 33(3) (b) or (c) of the Public Sector Labour Relations Transition Act, 1997, R.S.O., c21,

Sched. B which shall be calculated from the first date of hire with their respective Community Centre unless they lost service in accordance with clause 22.04 in which case it shall be calculated from their subsequent date of hire. Following the aforementioned effective date, employees shall continue to accrue service in accordance with the terms of this collective agreement.

- Aggregate service shall prevail in cases of staff reduction and shall apply within the position classification. Service shall continue to accumulate except for any of the reasons set forth in clause 22.04 below, and is not to be considered a reason for continuity of the employment relationship during or after a six (6) month non working period caused by a staff reduction.
- 22.04(a) An employee shall lose his/her seniority and will be terminated for any of the following reasons:
  - (i) voluntarily terminating employment and not withdrawing such resignation within forty-eight (48) hours;
  - (ii) discharge for reasonable cause from employment without written reinstatement;
  - (iii) failure to report for work within five (5) working days from the date that recall to work is issued;
  - (iv) absence from work without authorization in excess of seven (7) calendar days from commencement of such absence;
  - (v) not being recalled to work to the Community Centre from which he/she was laid off within six (6) months from the date of being notified that the employee is surplus to the work requirements.
- 22.04(b) (i) In the event of a staff reduction at a Community Centre, employees shall be removed from work in reverse order of aggregate service within the position classification. An employee at the respective Community Centre having at least two years aggregate service (4,176 aggregate hours) with the Community Centre may bump an employee, within the same Community Centre, with less aggregate service, provided he/she is immediately qualified to perform the duties of the position held by the less senior employee. The employee electing to bump an employee having less aggregate service shall confirm his/her intention to bump within seven (7) calendar days of the notice of lay-off. The confirmation shall be put in writing to the Executive Director.

- 22.04(b) (ii) When work becomes available, such persons, if not more than six (6) months have elapsed from the date they became surplus to the work requirements, shall be re-employed in order of aggregate service, provided that they possess the necessary qualifications for such work. During the period in which they are surplus to the work requirements, such persons shall not be entitled to the rights or benefits provided under this Agreement, other than the right of recall within the specified period as provided herein.
- 22.04(c) Service shall not include periods when an employee is on:
  - (i) suspension, without pay, of more than ten (10) working days;
  - (ii) leave of absence without pay due to illness or injury in excess of twenty-six (26) consecutive bi-weekly pay periods for the purpose of article 12.10, Vacations;
  - (iii) approved leave of absence without pay, except as otherwise provided in this agreement;
  - (iv) any unauthorized leave of absence, and;
  - (v) any period of lay-off.
- An employee who has been laid off for less than six (6) continuous months and who has not acquired a seniority date will be given preference for re-employment provided he/she possesses the qualifications for the work available.
- All benefits accumulated by an employee prior to a staff reduction shall be suspended during the period that such persons are surplus to the work requirements. Upon re-employment, benefits shall again commence, subject to the requirements thereof.
- An employee in the "Part-time" categories of employment as set out in Clause 7.02 and 7.03, as the case may be, who is appointed or promoted to the "Full-time" category of employment covered by this Collective Agreement, shall carry with him/her such accrued seniority and service as was calculated, defined and described herein.
- 22.07 Each Community Centre shall maintain its own seniority list of aggregate service for its employees in accordance with the provisions of this article. Seniority will be recorded in aggregate hours for all employees. The Union shall be provided with an up-to-date seniority list in January of each year. The list will include all employees covered by

this agreement in order of seniority, stating the employees' names and classifications.

### Article 23 No Strike or Lockout

The Community Centres agree 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 as amended from time to time.

### Article 24 Access to Personal File

- An employee shall have access to his/her personal file, in the presence of the Executive Director or his/her designee, for the purpose of viewing all evaluations or disciplinary notations pertaining to that employee's work record with the Community Centre. Access to the personal file shall be provided no later than four (4) weeks following receipt of the request for access.
- Where an employee has not received a disciplinary notation for a period of two (2) years actually worked, any disciplinary notation(s) recorded on the employee's service record shall be null and void insofar as it pertains to the record of such employee. If the employee requests the removal of a disciplinary notation(s) after such two-year period the disciplinary notation(s) will be removed from the employee's file.

# Article 25 Accommodating Religious Observance

- The Community Centres will endeavour to make every reasonable effort to accommodate requests for rescheduling of work for the purpose of religious observance. The Centre will treat each request on its own merits, and requests are limited to two working days per calendar year.
- Requests for rescheduling of work must be made one month in advance of the date upon which the employee wishes not to work for religious reasons. Work must be available within the qualifications of the employee(s) that can be performed at times other than their regular shift where religious observance occurred. Employees may choose to take additional leave for religious holidays on the basis of vacation time, lieu time, floating days or unpaid leave.

## Article 26 Plural or Feminine Context

When the context so requires whenever the singular or masculine is used in this agreement, it shall be read as if the plural or feminine, respectively, were expressed.

## Article 27 Labour Management Committee

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 Local 2998 and it shall, from time to time, as it sees fit, make recommendations which will make for a greater degree of co-operation and understanding between the parties concerned.

The Committee shall be comprised of not more than five (5) representatives from the Community Centres, including one representative from Employee & Labour Relations, and five (5) representatives from Local 2998, 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.

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 two (2) times per year, provided that additional meetings may be requested and scheduled as necessary.

### Article 28 Credits Balance

Where applicable, each full-time employee and each part-time employee shall be advised in writing every two calendar months of their sick pay, lieu time, P.P.L. and vacation credit balances.

# Article 29 Education, Training and Upgrading Programs

29.01 (a) The Community Centres and Local 2998 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 Community Centres and Local 2998 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 30 Changes or Alterations to the Agreement

30.01 Either party to this Agreement desiring or proposing any change or alteration thereto for the ensuing years of this Agreement in respect of any of the matters herein provided for, the Community Centre or the Union, as the case may be, written notice of the desired or proposed changes or alterations within the thirty (30) day period prior to the 31<sup>st</sup> day of December, 2008 or thereafter the current year of this Agreement and both parties shall thereupon negotiate in good faith respect of the matters which it so proposes to change or alter.

## Article 31 Term of Agreement-Termination in Whole or Part

This Agreement shall remain in force from the 1<sup>st</sup> day of January, 2005, until and including the 31<sup>st</sup> day of December, 2008, 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.

#### LETTERS OF INTENT

## <u>Letter of Intent – Grandparenting Benefits for Certain Part-time Employees at the 519</u> <u>Church Street Community Centre and Applegrove Community Complex</u>

Notwithstanding the provisions of Clause 17.05 of the collective agreement, part-time employees of the 519 Community Centre as of January 1, 1999 who had access to Health and Dental benefits as though they were full-time employees will continue to have access to Health and Dental benefits as though they were full-time employees. The parties confirm that this Letter covers four (4) employees at the 519 Community Centre and (?) employees at the Applegrove Community Complex and that no other current or future employees have access to the grandparenting contained herein.

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

Notwithstanding the provisions of Article 17, employees of the Swansea Town Hall Community Centre who, at the time of ratification, were in receipt of a monthly benefit allotment, shall continue to receive a monthly benefit allotment.

#### Letter of Intent – Role of The Boards of Management

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

#### Letter of Intent – Long Term Disability (Applegrove Community Complex

Notwithstanding Clause 17.04 (Long Term Disability) this letter is to confirm that part-time employees of the Applegrove Community Complex who were entitled to long term disability at the time of ratification, shall continue to be so entitled.

#### <u>Letter of Intent – Special Project Contracts</u>

Notwithstanding Article 2, Recognition, the Community Centres agree to establish a policy whereby staff hired as Project Workers who are funded by special time-limited grants have access to certain rights and privileges contained in the collective agreement. To be eligible under this letter, the contract must have been in place for one year and renewed for a second year. Access is granted in the second year.

Such rights and privileges are:

- Bereavement Leave
- Employment (treated as an employee of another community centre/external)

- Jury/witness leave
- Pregnancy/Parental Leave (per ESA)
- Citizenship Leave
- Five Sick Credits, non-cumulative
- Transportation Allowance
- WSIB (in accordance with the Act)
- Religious Observance
- Grievance Procedure
- Union Security and Dues Check-off
- Designated Holidays (per the Collective Agreement)

Unless otherwise specified, the above shall be pro-rated in accordance with the employee's hours of work. The employee shall not aggregate service toward the completion of a probationary period.

#### <u>Letter of Understanding – Job Evaluation</u>

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

Identify appropriate comparator positions coming under CUPE Local 79, 416 and 2998;

Schedule "E" Guidelines for Job Evaluation

An estimated time-frame, during which positions coming under this bargaining unit would be re-evaluated, provided that evaluation is necessary.

#### Schedules A and B

#### **CECIL COMMUNITY CENTRE**

Schedule A (Union) Schedule B (Excluded)

Building Custodian (Day) **Executive Director** Building Custodian (Evening) Program Director Coordinator of Volunteers **Business Manager** 

Receptionist (Day) Receptionist (Evening)

#### SWANSEA TOWN HALL COMMUNITY CENTRE

(Union) Schedule B Schedule A (Excluded)

Caretaker **Executive Director** 

Administrative Support

Cleaner

#### **COMMUNITY CENTRE 55**

Schedule A Schedule B (Excluded) (Union)

Volunteer and Special Events Coordinator **Executive Director** Administrative Program Assistant **Program Director** 

Caretaker

**Business Manager** Nursery School Teacher

Clerk/Typist (Part-time) Nursery School Supervisor

#### RALPH THORNTON COMMUNITY CENTRE

Schedule A (Union) Schedule B (Excluded)

**Executive Director** Reception Reception (Part-time Evening) **Business Manager** Maintenance/Janitorial **Program Director** 

ACE Youth Worker (Part-time) Computer Room Coordinator Mentor Cantonese (Part-time)

#### EASTVIEW NEIGHBOURHOOD COMMUNITY CENTRE

Schedule A (Union) Schedule B (Excluded)

Children's Program Supervisor
Parent/Child Program
Worker
New Canadian Skills Development Worker
Receptionist
Executive Director
Program Director
Administrative Assistant
Family/Youth Department

Coordinator

Admin. Secretary/Receptionist Volunteer Coordinator

Seniors Services Worker Social Recreation Assistant

Youth/Social Recreation Supervisor

Family Nutrition and Support Program Worker

Parent/Child Program Supervisor Settlement Services Worker Youth Outreach Worker

#### HARBOURFRONT COMMUNITY CENTRE

Schedule A (Union) Schedule B (Excluded)

Caretaker

Day Receptionist

WK/PM Receptionist

Relief Receptionist

Asst. Executive Director

Program Director

Program Director

Adult Programmer

WK/PM Security

Relief Security

WK/PM Maintenance

Executive Director

Program Director

Financial Manager

Office/IT Manager

Facility Manager

Executive Assistant

Relief Maintenance Assistant Program Co-ordinator
Family Support Co-ordinator

#### CENTRAL EGLINTON COMMUNITY CENTRE

Schedule A (Union) Schedule B (Excluded)

Clerical Assistant Executive Director

Volunteer Coordinator Receptionist (Evening/Sat) Older Adult Coordinator Manager Family Resource Centre Coordinator

Finance Manager Office Manager Program and Resource Dev.

### APPLEGROVE COMMUNITY COMPLEX

Schedule A (Union) Schedule B (Excluded)

Parent/Child Program Worker Parent Resource Worker Edgewood Program Worker/Evening Office Coordinator

**Executive Director** Program Director Office Manager Development Associate Child Care Worker Play Therapist

Therapeutic Play Parent Worker

Teen Worker

Therapeutic Play Program Worker

Teen Program Assistant

#### SCADDING COURT COMMUNITY CENTRE

Schedule A (Union) Schedule B

Athletic Coordinator Childcare Coordinator

Coordinator of Community Services

Relations

School Readiness Coordinator Immigrant Services Coordinator

Volunteer Coordinator

Web Site/Graphic Arts

Fundraiser Coordinator Child/Youth Worker Youth Worker Child Care Assistant Child Care Worker Information and Referral Worker Community Development Worker (Excluded)

**Executive Director Program Director** 

Director of Devp/Community

Director of Admin & Facilities

Financial Manager

Manager of Development and

Community Engagement

Bookkeeper

Assistant to Executive Director

IT Administrator

Receptionist (Weekday Evenings) Receptionist (Weekends & Float)

Security (Float)

Rental Custodian Clerk Typist Receptionist (Weekdays) Security (Mon. – Thur. Eve.) Security (Fri., Sat., Sun.)

#### THE 519 CHURCH STREET COMMUNITY CENTRE

Schedule A (Union)

FRC & Children's Coordinator Front Desk (Eve & Wknd.) Maintenance Assistant (Evenings)

Bookkeeper Coordinator

Assistant

Meal Trans Outreach Worker FRC & Children's Program Assistant

SDI Program Coordiantor
Family Support Worker
Older GLBT Program Coordinator
Meal Trans Program Coordinator
Front Desk (Days)
Maintenance Assistant (Days)
Maintenance Assistant (Nights)
Anti-Violence Program Coordinator

Volunteer Coordinator

Front Desk

Schedule B (Excluded)

Executive Director
Office Manager
Business Manager
Community Living Program

IT/Maintenance Manager Community Living Program

Program Manager Capital Campaign Manager

## Schedule C – Wages

### 2005 (2.75%)

Wage Grade	Step 1	Step 2	Step 3	Step 4
1	\$11.96	\$12.98	\$14.07	\$14.95
4	\$14.95	\$15.90	\$16.92	\$17.88
5	\$15.90	\$16.92	\$17.88	\$18.89
6	\$16.92	\$17.88	\$18.89	\$19.89
7	\$17.88	\$18.89	\$19.89	\$20.97
8	\$18.89	\$19.89	\$20.97	\$22.00
9	\$19.89	\$20.97	\$22.00	\$23.05
12	\$23.05	\$24.06	\$25.11	\$26.15
16	\$27.20	\$28.24	\$29.27	\$30.32

### 2006 (3%)

Wage Grade	Step 1	Step 2	Step 3	Step 4
1	\$12.34	\$13.37	\$14.49	\$15.40
4	\$15.40	\$16.38	\$17.43	\$18.42
5	\$16.38	\$17.43	\$18.42	\$19.46
6	\$17.43	\$18.42	\$19.46	\$20.49
7	\$18.42	\$19.46	\$20.49	\$21.60
8	\$19.46	\$20.49	\$21.60	\$22.66
9	\$20.49	\$21.60	\$22.66	\$23.74
12	\$23.74	\$24.78	\$25.86	\$26.93
16	\$28.02	\$29.09	\$30.15	\$31.23

## 2007 (3.25%)

Wage Grade	Step 1	Step 2	Step 3	Step 4
1	\$12.74	\$13.80	\$14.96	\$15.90
4	\$15.90	\$16.91	\$18.00	\$19.02
5	\$16.91	\$18.00	\$19.02	\$20.09
6	\$18.00	\$19.02	\$20.09	\$21.16
7	\$19.02	\$20.09	\$21.16	\$22.30
8	\$20.09	\$21.16	\$22.30	\$23.40
9	\$21.16	\$22.30	\$23.40	\$24.51
12	\$24.51	\$25.59	\$26.70	\$27.81
16	\$28.93	\$30.04	\$31.13	\$32.24

### 2008 (3.25%)

2000 (3.2570)				
Wage Grade	Step 1	Step 2	Step 3	Step 4
1	\$13.15	\$14.25	\$15.45	\$16.42
4	\$16.42	\$17.46	\$18.59	\$19.64
5	\$17.46	\$18.59	\$19.64	\$20.74
6	\$18.59	\$19.64	\$20.74	\$21.85
7	\$19.64	\$20.74	\$21.85	\$23.02
8	\$20.74	\$21.85	\$23.02	\$24.16
9	\$21.85	\$23.02	\$24.16	\$25.31
12	\$25.31	\$26.42	\$27.57	\$28.71
16	\$29.87	\$31.02	\$32.14	\$33.29

## Schedule D Job Evaluation Manual

Schedule E Job Evaluation Guidelines`