

**Memorandum of Agreement – Canadian Union of Public Employees (CUPE), Local 79
and the City of Toronto: Recreation Workers' Part-Time Unit**

MEMORANDUM OF AGREEMENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 79 – Recreation Workers' Unit

(hereinafter "Local 79"
or the "Union")

- and -

CITY OF TORONTO

(hereinafter the "City")

The Union and the City agree that the City's final offer of March 25, 2012, respecting the Recreation Workers' Part-Time Collective Agreement shall be amended as follows:

1. It is agreed that the Memorandum of Agreement: *Recreation Workers Unit Scheduling Project* contained in the final offer noted above, shall be amended to delete all references to the "30 hour cap", as follows:
 - the maximum number of hours in one week that an employee may be scheduled in one classification pursuant to the Memorandum of Agreement: *Recreation Workers Unit Scheduling Project* [as contained in the City's final offer dated March 25, 2012], will not exceed thirty-two (32) hours provided that working such hours shall not be deemed full-time work for any purpose specifically but not limited to the Memorandum of Agreement: *Process for the Placement of Employees and/or Positions into the Full-time Agreement*.
2. It is agreed that a new **clause Memorandum of Agreement: Payment for Attendance at First-Aid Recertification** will be included in the above noted final offer **and incorporated into the Collective Agreement**, providing that employees who attend a required and approved recertification course for First Aid (per P10 in the 2009 – 2011 Collective Agreement) shall be paid their regular hourly rate for in-class time spent to a maximum of eight (8) hours in any calendar year, as follows:
 - Employees who have 2080 paid hours of seniority at the time of said course shall be paid for 25% of the time scheduled as in class time;
 - Employees who have 4160 paid hours of seniority at the time of said course shall be paid for 50% of the time scheduled as in class time;
 - Employees who have 6280 paid hours of seniority at the time of said course shall be paid for 75% of the time scheduled as in class time; and
 - Employees who have 8320 paid hours of seniority at the time of said course shall be paid for 100% of the time scheduled as in class time.

The Union further agrees ~~to fully endorse and~~ to recommend acceptance of the City's final offer dated March 25, 2012 respecting the Recreation Workers' Part-Time Collective Agreement with the above noted amendments in any forum including publically, communications with its member(s) and at a ratification vote. The Union further agrees to hold said ratification vote as soon as soon as practicable.

Dated at Toronto this 30th day of March 2012.

For the Union (ORIGINAL SIGNED BY)

Tim Maguire

Nancy Murphy

David Kidd

Ainsworth Hamilton

Tannis Khan

Don Styles

For the City (ORIGINAL SIGNED BY)

R. J. Reynolds

Garth Knox

Jayne Allan

Laura Thompson

Dymphna Walko-Channan

Denise Balfe

Kathleen Figueroa

Anthi Bittner

Rosanne Rinella

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**CITY OF TORONTO MANAGEMENT PROPOSALS
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GIVEN TO LOCAL 79 – March 25, 2012**

Article 4 DEFINITIONS	
New Clause 4.05 – "Hours Paid" and "Paid Hours"	Add new clause 4.05 as follows: "Hours paid" and "paid hours" means all regular hours paid.
Article 5 UNION SECURITY	
Letter of Intent - Role of the Union	Delete existing Letter of Intent.
Article 9 WAGES AND SALARIES	
Memorandum of Agreement Item - Wages	<p>New Memorandum of Agreement Item as follows:</p> <p><u>Wages:</u></p> <p>Four (4) year term with wage adjustment increases as follows:</p> <p>January 1, 2012 0% January 1, 2013 1.5% Lump Sum, 0.5% added to base January 1, 2014 1.75% added to base January 1, 2015 2.25% added to base</p> <p>The aforementioned wage adjustment increases shall not apply to the classifications in Wage Grade 1 of Appendix "B" to the Kaplan Wage Harmonization Award dated December 21, 2011.</p> <p>The lump sum payment will be based upon an employees' base salary as at December 31, 2012 and prorated on the basis of the regular hours worked by the employee in that</p>

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	<p>calendar year.</p> <p>In order to receive the lump sum payment, the employee must be in the employ of the City on January 1, 2013.</p> <p>The lump sum payment does not form part of the employee's base salary and is not pensionable and is subject to normal statutory deductions and union dues.</p>
<p>Clause 9.03(a) - Alternate Rate to Another City Bargaining Unit</p>	<p>Amend clause 9.03(a) as follows:</p> <p>An employee who, for a period of at least a full day or shift, is assigned to perform the regular duties of a higher rated position classification in another City bargaining unit, shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of sixty-five (65 ¢) per hour, whichever is greater for the duration of the assignment, but in no case shall an employee be paid in excess of the maximum rate for the higher rated classification.</p>
Article 12 VACATIONS	
<p>Clause 12.05 (b) – Vacation Accrual on Pay Stubs</p>	<p>Amend clause 12.05(b) as follows:</p> <ul style="list-style-type: none"> (i) At the beginning of each year the employee will be notified by Payroll on his/her pay stub of the dollar amount of the vacation pay bank available for use in that year. (ii) As paid vacation leave is taken the employee's pay stubs shall be adjusted to reflect the vacation pay bank balance remaining in that year.

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Article 13 PENSIONS & RETIREMENT	
Letter of Intent - Pensions	Delete existing Letter of Intent.
Letter of Intent – Buy Back of Optional Pensionable Service	Delete existing Letter of Intent.
Letter of Intent – Pension Education	Delete existing Letter of Intent.
Letter of Intent – Pension Coverage	Delete existing Letter of Intent.
Article 14 GRIEVANCE PROCEDURE AND ARBITRATION	
Clause 14.06(a)	Amend clause 14.06(a) as follows: Local 79 will supply the City with a list of all its Stewards and Officers and the work area he/she represents, as soon as they are elected/appointed, and thereafter will notify the City in writing of any changes. In the event that a Steward or Officer is permanently transferred by the City, from the work area that he/she would normally represent, the City will notify Local 79 as soon as practicable.
Clause 14.29(b) – Expedited Arbitration	Amend clause 14.29(b) as follows: The grievance shall be placed before one (1) of the following arbitrators: Robert Herman

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	<p>Maureen Saltman Marilyn Nairn Paula Knopf Christopher Albertyn Janice Johnston David Starkman</p>
<p>Letter of Intent – Grievance and Arbitration Provisions</p>	<p>Amend existing Letter of Intent as follows:</p> <p><u>Grievance and Arbitration Provisions</u></p> <p>'The parties agree that the President of Local 79 and the Director of Employee and Labour Relations shall meet during the term of this Collective Agreement for the purpose of reviewing the grievance and arbitration provisions as set out in the Collective Agreement.</p> <p>This review will include but will not be limited to the adequacy of the time limits as set out therein and any other matters of mutual concern that may arise within the context of the grievance and arbitration process.</p> <p>Meetings will be held on a quarterly basis or at such other times as may be requested by at the request of either party.</p>
<p>Letter of Intent – Investigation Protocol</p>	<p>Amend existing Letter of Intent as follows:</p> <p style="text-align: center;"><u>LETTER OF INTENT INVESTIGATION PROTOCOL</u></p> <p>The parties agree to implement the following Protocol within thirty (30) days of ratification of</p>

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	<p>the Collective Agreement;</p> <p>The parties further agree to meet to develop and implement a joint training program for up to twenty (20) Local 79 members as determined by Local 79, and management personnel.</p> <p>The Protocol will continue for one (1) calendar year from the date of implementation. At the end of the one (1) year the parties agree to meet and discuss the continuation or the termination of the Protocol.</p> <p>Should there be agreement amongst the parties to continue to utilize the protocol, the parties agree to meet to develop and implement a joint training program.</p> <p>Any disputes arising out of the Protocol will be referred to the President of Local 79 and the Director of Employee and Labour Relations who will discuss and attempt to resolve the issues. Should the parties be unable to find resolution the Protocol may be terminated by mutual agreement.</p> <p>Where the City conducts an investigation which may result in the discipline of a Local 79 employee(s), the employee(s) who is the subject of the investigation will be informed of the nature of the meeting and their right to Local 79 representation. The City shall inform the Chief Steward or designate of Local 79 about the pending investigation meeting and the nature of the meeting.</p> <p>Where practical, the employee will receive twenty-four (24) hours notice of the investigation meeting.</p> <p>At the meeting, the City will disclose the nature of the investigation including the nature of any complaints received.</p>
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	<p>At the meeting, the employee and the Local 79 steward or representative will be informed if the City has contacted or intends to contact the police, children’s aid societies or a professional regulatory body regarding the matters under investigation.</p> <p>Once the investigation is completed, the employee will be informed of the outcome of the investigation in a timely manner.</p>
Article 15 LEAVE OF ABSENCE	
<p>Clause 15.14 – Leave of Absence for Chief Steward and Unit Officers</p>	<p>Amend clause 15.14 as follows:</p> <p><u>Leave of Absence for Chief Steward and Unit Officers</u></p> <p>15.14(a) Upon request from Local 79, the City shall provide a full-time leave of absence with full pay and benefits for the Chief Steward and three (3) Unit Officers of Local 79. In addition the three (3) Unit Officers representing the Long Term Care Homes and Services Part- Time, Unit B Part-Time and Recreation Workers Part-Time, or alternates as designated by Local 79 will be granted leaves of absence of two (2) days per week without loss of pay or benefits. The leave of absence for the Chief Steward and Unit Officers shall result in no loss of seniority. The City shall pay the wages, vacation, and benefits of the Chief Steward and Unit Officers and shall invoice Local 79. Local 79 shall remit, forthwith, full reimbursement for the Chief Steward and Unit Officers' wages, vacation, and benefits to the City.</p> <p>15.14(b) At least two (2) weeks prior to the commencement of the leave of absence, Local 79 shall provide the City with a written request for the leave. The leave may not commence until the City confirms, in writing, its approval for the leave however, the commencement of the leave will not be delayed due to operational requirements for a</p>

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period greater than four (4) calendar weeks from the date of the request.

15.14(c) The ~~paid~~ leave is for the purpose of resolving grievances, problem solving and working with management to further the union/management relationship in the workplace and any other duties the parties may mutually agree to.

15.14(d) During such ~~paid~~ leave, the Chief Steward and Unit Officers shall:

- i. be authorized to make decisions on behalf of Local 79 related to dispute and
- ii. grievance resolution, subject to final disposition by the Local 79 Grievance Committee;
- iii. be available on a day-to-day basis to meet with and discuss issues, concerns, grievance resolution and any other matter with the City as needed; and
- iv. **both parties are committed to promoting an environment based on mutual respect and professionalism in all dealings.**
- ~~v. promote an environment based on mutual respect and professionalism in all dealings.~~

15.14(e) ~~The Chief Steward and Unit Officers shall provide, on a bi-weekly basis to the Director, Employee and Labour Relations, a log outlining:~~

- ~~(ii) meetings they attended;~~
- ~~(iii) dates and times of the meetings;~~
- ~~(iv) purpose of the meetings;~~
- ~~(v) City representatives they met with;~~
- ~~(vi) time not spent in meetings shall also be recorded in the log and will~~
- ~~(vii) include information describing how the time was spent; and~~
- ~~(viii) absences due to illness, vacation, etc.~~

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	<p>15.14(f) Information in the log will be used by the City to ensure that accountability for the paid leave can be verified.</p> <p>15.14(g) In the event the Chief Steward or Unit Officers are absent due to illness, vacation or any other reason they shall be required to notify the designated person from the Local, who shall in turn contact the Director, Employee and Labour Relations for record keeping purposes.</p> <p>15.14(h) Should any difficulties or concerns arise with respect to the granting or continuation of these leaves, the President of Local 79 and the Director, Employee and Labour Relations shall meet to resolve the matter. Should circumstances arise where either party wishes to terminate the leave and mutual agreement cannot be achieved, the dispute may be referred to mediation/arbitration.</p>
<p>New Clause 15.xx Childcare & Eldercare Leave</p>	<p>Add new clause 15.xx as follows:</p> <p>Employees will be eligible to access the City's Childcare and Eldercare Leave policy as it may be amended from time to time</p>
<p>Article 19 TRANSPORTATION</p>	

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Clause 19.01 - Mileage	<p>Amend clause 19.01 as follows:</p> <p>Whenever an employee is required and/or authorized to use his automobile on the business of the City, the City shall pay to such employee, fifty-two cents (52¢) or the lesser of the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 per kilometre actually travelled in the course of transacting the business of the City up to 5,000 kilometres annually, and forty-six (46 ¢) per kilometre thereafter. The mileage allowance paid for kilometres in excess of 5,000 per year shall be set annually as the reasonable rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c.945 to ensure that the expense reimbursed is non-taxable income to the employee.</p>
Article 21 HEALTH AND SAFETY	
New Clause 21.07 – Emergency Preparedness and Emergency Response	<p>Delete existing Letter of Intent – Emergency Preparedness and Emergency Response and add new clause 21.07 as follows:</p> <p>The parties agree to meet and discuss the role of Local 79 and employees in emergency preparedness and response, including situations where an emergency may be declared pursuant to the <u>Emergency Management and Civil Protection Act</u>, R.S.O. 1990, c.E.9, as amended. The agreement to meet is without prejudice to any position the City or the Union may take with respect to the rights of the City, the Union or its members, as applicable in such a case.</p>
Article 23 REQUEST FOR TRANSFER	
LOI – Working Concurrently in Two or More Local 79 Part-Time Bargaining Units	Delete existing Letter of Intent.

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Article 27 RE-CERTIFICATION/EDUCATION, TRAINING AND UPGRADING PROGRAMS	
Clause 27.01 - Reimbursement for the Cost of Re-Certifications	Amend clause 27.01 as follows: For employees who have passed a probationary period, and where the City does not provide re-certification opportunities using in-house staff, the City will pay the cost of any required and approved CPR, first aid, aquatic or aerobic fitness re-certification that the employee requires to perform the duties of a position in which he/she is currently scheduled.
Letter of Intent - Educational Opportunity	Delete existing Letter of Intent.
Article 29 NOTICE OF CONTRACTING OUT	
Clause 29.01 – Notice of Contracting Out	Amend clause 29.01 as follows: 29.01 (a) Where practicable, the City shall provide eighty (80) calendar days written notice to Local 79 prior to contracting out any work that is currently performed by Local 79 employees. Where Council approval is being sought, Local 79 may make any representations it wishes to the

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	<p>appropriate Committee of Council within the eighty (80) calendar day notice period.</p> <p>(b) The written notice shall contain an invitation from the Division to meet, within ten (10) working days, for the purpose of discussing the proposed contracting out.</p> <p>(c) Upon request, the Division shall provide the following information to Local 79:</p> <ul style="list-style-type: none"> (i) Cost information pertaining to the proposed contracting out of work, (ii) The reasons that have led to the decision to recommend the contracting out of work, and (iii) Any other information that the City determines is relevant to the proposed contracting out of work. <p>(d) Within the eighty (80) calendar days notice period referred to in clause 29.01(a), above, Local 79 may make any representations it wishes to the Division involved and, where Council approval is being sought, to the appropriate Committee of Council.</p>
<p>Letter of Intent – Contracting Out, Employment Security and Continuous Improvement</p>	<p>Delete existing Letter of Intent.</p>

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Letter of Intent – Contracting In Review Committee	Delete existing Letter of Intent.
Article 32 – TERM OF AGREEMENT	
Clause 32.01 – Term of Agreement	<p>Amend clause 32.01 as follows:</p> <p>This agreement shall remain in force from the 1st day of January, 2012 until and including the 31st day of December, 2015 and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement.</p>
Article 41 EMPLOYEE BENEFIT PLANS	
Clause 41.01 Extended Health Care and Dental Benefit	<p>Amend clause 41.01 as follows:</p> <p><u>Extended Health Care and Dental Benefit</u></p> <p>The City shall provide employees with access to an Employee Benefit Plan as follows:</p> <p>41.01 (a) The plans that are available as described in the full-time agreement and as amended below, shall be available to employees who prior to November 1st in the</p>

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last twelve month period (November 1 to October 31) have completed one thousand and six hundred (1600) paid hours, **exclusive of overtime**, with the employee paying fifty percent (50%) of the premiums. Employees must re-satisfy this criteria on each subsequent year in order to continue to qualify for these benefits.

The following provisions from the Full-Time Offer apply to the Recreation Workers – Part Time Unit:

Extended Health Care and Dental Benefit

12.02(a)(ii) Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:

(B) Reimbursement for drugs shall be subject to a dispensing fee cap of ~~\$8.50~~ \$9.00 per prescription

vii) **Up to ~~four hundred and seventy-five dollars (\$475)~~ four hundred and fifty dollars (\$450)** per person in any twenty-four (24) consecutive month period for contact lenses and/or eyeglasses prescribed by an ophthalmologist or licensed optometrist. This coverage can also be used towards one (1) routine eye exam every twenty-four (24) consecutive months and/or the cost of laser surgery.

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

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	<p><u>Dental Benefits</u></p> <p>12.03 The City will provide for all employees by contract through an insurer selected by the City a Dental Plan which will provide dental benefits. The City shall pay one hundred per cent (100%) of the premiums.</p> <p><u>Eligible Expenses</u> (One year lag Current ODA fee guide for general practitioners; other expenses to reasonable and customary charge; benefit year – January 1 – December 31)</p>
<p>Letter of Intent – Administrative & Underwriting Services for Employee Benefits</p>	<p>Delete existing Letter of Intent.</p>
Article 45 TECHNOLOGICAL CHANGE	
<p>Clause 45.02(a)</p>	<p>Amend clause 45.02(a) as follows:</p> <p>In the event that the City introduces technological change the following process shall apply:</p> <p>(a) The Division Head initiating the technological change will provide Local 79 with no less than ninety (90) forty-five (45) calendar days notice that technological change is to be introduced. It is understood that there may be circumstances that prevent compliance within the timeframe contained in above, specifically, provincial legislation, regulation, policy or funding-related requirements.</p>

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LETTERS OF INTENT	
Letter of Intent - Merger	Delete existing Letter of Intent.
Letter of Intent – Domestic Violence	Delete existing Letter of Intent.
Letter of Intent – Joint City-Local 79 Committees	Delete existing Letter of Intent.
Letter of Intent – Special Amalgamation and Restructuring Committee	Delete existing Letter of Intent.
Letter of Intent – Sick Time Coverage	Delete existing Letter of Intent.
Letter of Intent – Employee Assistance Programs	Delete existing Letter of Intent.
Letter of Intent – Special Needs Support	Delete existing Letter of Intent.
Letter of Intent –Changes to the City's Administrative Structure	Delete existing Letter of Intent.
Letter of Intent – Space for Wage Harmonization & Job	Delete existing Letter of Intent.

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Evaluation	
Letter of Intent – Emergency Preparedness & Emergency Response	Delete existing Letter of Intent and incorporate as new clause 21.07.
Letter of Intent – Movement between Bargaining Units	Delete existing Letter of Intent.
New Letter of Intent - Video Security Surveillance/Global Positioning Systems(GPS) & Automated Vehicle Location Systems (AVL)	<p>New Letter of Intent as follows:</p> <p style="text-align: center;">Letter of Intent Video Security Surveillance/Global Positioning Systems(GPS) and Automated Vehicle Location Systems (AVL)</p> <p>The City will notify the Union when video security systems and GPS/AVL systems are used in the work locations or fleets of vehicles where Local 79 employees regularly work.</p> <p>Uses for video security systems include the protection and safety of employees, members of the public, customers and City assets and property. GPS/AVL systems have been utilized to evaluate routing capabilities, to respond to anomalies on routes, improve customer service and improve health and safety.</p>

MEMORANDUM OF AGREEMENT ITEMS

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<p>MOA – Process for the Placement of Employee and/or Positions into the Full-Time Agreement (M2 – M4)</p>	<p>Renew Memorandum of Agreement Item.</p>
<p>MOA – Temporary Full-Time Assignment Pilot Project (M16-M17)</p>	<p>Renew Memorandum of Agreement Item, with amendments as follows:</p> <p><u>Temporary Full-Time Assignment Pilot Project</u></p> <ol style="list-style-type: none"> 1. Where it is known that a full-time employee will be absent for a period of three (3) months or more, but less than twelve (12) months, an Expression of Interest shall be circulated in the Parks, Forestry and Recreation Division (“the Division”), subject to operational requirements. 2. Expressions of Interest may include the following information: <ol style="list-style-type: none"> a) Qualifications and general duties; b) Duration of the assignment; c) Location; d) Salary range; e) Hours per week; f) Number of vacancies; g) Contact person; and h) Time limit for receiving applications. 3. Incumbents will be chosen in a fair and transparent manner, in accordance with City policies, and with due regard for operational issues. 4. Assignments are accepted at the discretion of the employee and can be terminated at the request of either party.

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	<ol style="list-style-type: none"> 5. Assignments may be extended beyond the approved term and may be cancelled prior to the end of the approved term. 6. Exceptional situations will be evaluated on a case-by-case basis. 7. A list of qualified candidates will be established and will remain in effect for six (6) months. This list may be used to fill any future identical assignments. 8. Employees will continue to be subject to the terms of the Recreation Workers Collective Agreement for the duration of the assignment. 9. Any disputes arising out of the implementation and/or application of this Memorandum of Agreement will be referred to the General Manager or his/her designate and the President of Local 79 or his/her designate. 10. At the request of either party, the parties shall meet every six (6) months to review the Memorandum of Agreement. 11. This Memorandum of Agreement shall expire on December 31, 2014 December 31, 2015.
Bulletin Boards (M19)	Renew Memorandum of Agreement Item.
Recreation Workers' Unit Scheduling Project	Add new Memorandum of Agreement Item, as follows:

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RECREATION WORKERS' UNIT SCHEDULING PROJECT

(errors & omissions excepted)

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

Proposed Start Date: As soon as is practicable

Proposed End date: December 30, 2015

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

Duration of Project: See Amended Memorandum of Agreement

SCHEDULING PROJECT PROCEDURE

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

A "season" shall include all program activities/work up to the commencement of the following season.

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

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

Administrative Procedures

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

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2. Forms must be returned to the City designate as identified on the form by the specified due date.

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

Application Process

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

1. If they wish to return to the same program/classification and location that they worked at in the previous year and the same session/season. (General Programs -Yellow Form/Aquatic Programs - Blue Form)
2. If they wish to be considered for remaining available regularly scheduled work in the same program/classification at the same location. (General Programs - White Form/Aquatic Programs Blue Form)
3. If they wish to be considered for remaining available regularly scheduled work in either the same program/classification at a different location, or a different program/classification at the same or any other location. (General Programs - White Form/Aquatic Programs – Blue Form)
4. If they wish to be considered for relief work. (General Programs -Yellow Form/Aquatic Programs - Blue Form)

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5. Those employees applying for numbers 3 & 4 above must confirm their qualifications, availability (days/times) and locations for all programs/classifications that they wish to be considered for. Resumes are strongly recommended.

6. Subject to the City establishing an electronic process with sufficient capabilities, the City will provide confirmation, acknowledging receipt of forms that were received prior to the established due date.

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

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

Regularly Scheduled Work

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

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

- Returning employees who have submitted their form by the due date and subject to operational needs shall be offered the regularly scheduled work in the same program/classification, at the same location worked in the same season.
- If a returning employee's program is changed by the City (date/time or relocated) and subject to operational needs, the returning employee shall be offered said work.
- If a program is cancelled by the City, (but not due to low registration) and subject to operational needs, the returning employee shall be offered available regularly scheduled work in the same classification or any other classification for which they are

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qualified to perform at that location, failing which the City will then consider work for the employee in the same classification or any other classification they are qualified to perform within the Supervisory cluster, then the District.

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

Administrative Actions:

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

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

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

Assignment of regular shifts will be subject to staff not working in the same classification in

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excess of thirty (30) hours in one week with the exception of certain seasonal operations.

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

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

Administrative Actions:

Community Recreation Programmer (CRP) or other City designate to offer/assign remaining regularly scheduled work, according to the terms of the Scheduling Project and records if staff accepts position or not.

Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of each season/session.

Move to Part C.

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

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

Where more than one employee is available, qualified and has submitted the relevant form,

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the City will consider operational needs and seniority when offering the work.

Assignment of regular shifts will be subject to staff not working in the same classification in excess of thirty (30) hours in one week with the exception of certain seasonal operations.

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

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

Administrative Actions:

Community Recreation Programmer (CRP) or other City designate to offer/assign remaining regularly scheduled work, according to the terms of the Scheduling Project and records if staff accepts position or not.

Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of each season/session.

Move to Part D.

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

Employees who have worked in the past twelve (12) months shall be offered the remaining regularly scheduled work, subject to being available, qualified to perform the work, operational

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needs and having had submitted the relevant form by the due date.

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

Assignment of regular shifts will be subject to staff not working in the same classification in excess of thirty (30) hours in one week with the exception of certain seasonal operations. Seasonal operations will be determined by the City and include, but are not limited to summer aquatics, ice rinks, snow center operations, seasonal camps, registration periods, orientation sessions and school break operations.

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

Administrative Actions:

Community Recreation Programmer (CRP) or other City designate to offer/assign remaining regularly scheduled work according to the terms of the Scheduling Project and records if staff accepts position or not.

Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of each season/session.

Move to Part E.

Part E- Late Submission of Forms

(General Programs - Yellow or White Forms/ Aquatic Programs - Blue Form)

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

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perform the work.

Assignment of regular shifts will be subject to staff not working in the same classification in excess of thirty (30) hours in one week with the exception of certain seasonal operations. Seasonal operations will be determined by the City and include, but are not limited to summer aquatics, ice rinks, snow center operations, seasonal camps, registration periods, orientation sessions and school break operations.

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

Administrative Actions:

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

Confirmation of Employment and schedule will be provided to appropriate staff prior to the beginning of each season/session.

CRP identifies all remaining vacant positions and appropriate qualifications of such positions.

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

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

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

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

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

Prior to being placed on a relief list for a location, an employee must complete a Facility Health & Safety Orientation. Requests for orientations shall not be unreasonably denied.

Assignment of relief shifts will not be subject to the thirty (30) hour limit in the same classification in one week.

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

Administrative Actions:

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

SENIORITY

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

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ASSESSMENT

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

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

DISPUTE RESOLUTION

Where a dispute arises regarding the scheduling of an employee, the employee's immediate supervisor will be given an opportunity to discuss and address the dispute. Should the dispute not be resolved with the immediate supervisor, the employee, a Local 79 representative and the Recreation Unit Officer shall meet with two (2) City designates to discuss the dispute with a view to resolving the matter. The City shall provide a timely decision with respect to the matter. Any such dispute will not be subject to the grievance process.

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

Cancellation of Programs and/or Services

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

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

**The City has identified the following items as housekeeping.
The City reserves the right to propose additional housekeeping items.**

Article 9 WAGES AND SALARIES	
9.04 Rate of Pay for New or Changed Classifications	Delete clause 9.04.
Letter of Intent – Rate and Job Classification Harmonization Process	Delete existing Letter of Intent.
Letter of Intent – Increment Committee	Delete existing Letter of Intent.
Article 20 PAY EQUITY	

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Clause 20.01 - Pay Equity	Delete clause 20.01.
Letter of Intent - Special/Pay Equity Reserve Fund	Delete existing Letter of Intent.
APPENDICES	
New Appendix - Manual for Job Description, Evaluation and Wage Administration	Incorporate the Job Evaluation Program (appendix A, schedules A, B, C) and the Wage Line (appendix B) of the Kaplan Award on Harmonization/Pay Equity/Job Evaluation into the Collective Agreement as "Appendix A – Manual for Job Description, Evaluation and Wage Administration" (attached).