

Consolidated Clause in Policy and Finance Committee Report 5, which was considered by City Council on May 17, 18 and 19, 2005.

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**Local 416 Job Evaluation Letters of Intent,
Results of the Arbitration Award Dated
March 24, 2005**

City Council on May 17, 18 and 19, 2005, adopted this Clause without amendment.

Council also considered additional material which is noted at the end of this Clause.

The Policy and Finance Committee recommends that Council adopt the recommendation of the Employee and Labour Relations Committee contained in the confidential communication (April 7, 2005) from the Committee, entitled “Local 416 Job Evaluation Letters of Intent – Results of the Arbitration Award dated March 24, 2005”, which was forwarded to Members of Council under confidential cover; and further that in accordance with the *Municipal Act*, discussions pertaining thereto be held in-camera as the subject matter relates to labour relations or employee negotiations.

City Council – May 17, 18 and 19, 2005

Council also considered the following:

- *Confidential communication (April 7, 2005) from the Employee and Labour Relations Committee. This communication is now public in its entirety and contains the following recommendation [Confidential Communication C.5(a)]:*

“The Employee and Labour Relations Committee on April 7, 2005, recommended to the Policy and Finance Committee that City Council adopt the staff recommendations in the Recommendations Section of the confidential report (March 29, 2005) from the Commissioner of Corporate Services and the Chief Financial Officer and Treasurer entitled ‘Local 416 Job Evaluation Letters of Intent – Results of the Arbitration Award dated March 24, 2005’, such report to be considered in-camera as the subject matter relates to labour relations or employee negotiations.”

- *Confidential report (March 29, 2005) from the Commissioner of Corporate Services and the Chief Financial Officer and Treasurer. The following staff recommendations contained in the Recommendations Section of the report, and the attachments to the report (listed below), are now public and the balance of the report remains confidential, in accordance with the provisions of the Municipal Act, 2001, as it contains information pertaining to labour relations or employee negotiations:*

“It is recommended that:

- (1) City Council approve the 2005 increase in salary cost of \$6.9 million to implement the Local 416 Job Evaluation Arbitration Award (as detailed in Appendix A herewith attached) with no incremental financial impact in 2005, given that a sufficient provision was made in the Council-Approved 2005 Non-Program Budget;*
- (2) the Chief Financial Officer and Treasurer be authorized to transfer funds from the Non-Program Budget to Program Budgets based on the value of the wage rate increase for each classification and number of positions within each Program; and*
- (3) the appropriate City officials be authorized and directed to take the necessary action to give effect thereto.”*

- *Appendices ‘A’ and ‘B’ to the confidential report (March 29, 2005) from the Commissioner of Corporate Services and Chief Financial Officer and Treasurer. These Appendices are now public in their entirety:*

APPENDIX 'A'

	<i>Job Classification</i>	<i>Current Rate</i>	<i>Adjusted Rate Dec. 31/04</i>
	<i>EMSFIELD TRAINING OFFICER CRITICAL CARE UNIT</i>	<i>\$39.22</i>	<i>\$40.36</i>
	<i>CRITICAL CARE TRANSPORT UNIT</i>	<i>\$37.73</i>	<i>\$38.85</i>
	<i>FIELD TRAINING OFFICER LEVEL 3</i>	<i>\$33.65</i>	<i>\$34.79</i>
	<i>PARAMEDIC LEVEL 3</i>	<i>\$32.37</i>	<i>\$33.49</i>
	<i>FIELD TRAINING OFFICER LEVEL 2</i>	<i>\$32.04</i>	<i>\$33.23</i>
	<i>PARAMEDIC LEVEL 2</i>	<i>\$30.82</i>	<i>\$31.89</i>
	<i>FIELD TRAINING OFFICER LEVEL 1</i>	<i>\$30.52</i>	<i>\$31.56</i>
	<i>PARAMEDIC LEVEL 1</i>	<i>\$29.35</i>	<i>\$30.37</i>
<i>28</i>	<i>TECHNICIAN</i>	<i>\$36.54</i>	<i>\$36.54</i>
<i>27</i>	<i>AUTOMOTIVE MECHANIC 1</i>	<i>\$26.80</i>	<i>\$30.96</i>
	<i>BUILDING MAINTENANCE CO-ORDINATOR</i>	<i>\$30.96</i>	<i>\$30.96</i>
	<i>EICT</i>	<i>N/A</i>	<i>\$30.96</i>
<i>26</i>	<i>WELDER 1</i>	<i>\$25.79</i>	<i>\$29.58</i>
	<i>OPERATING ENGINEER</i>	<i>\$29.58</i>	<i>\$29.58</i>

APPENDIX 'A'

	<i>Job Classification</i>	<i>Current Rate</i>	<i>Adjusted Rate Dec. 31/04</i>
25	ELECTRICIAN	\$27.06	\$29.15
	ELECTRONIC TECHNICIAN	\$27.06	\$29.15
	INDUSTRIAL MILLWRIGHT	\$27.06	\$29.15
	PLUMBER	\$25.12	\$29.15
	AUTOMOTIVE MECHANIC 2	\$26.27	\$29.15
	TRANSMISSION TECHNICIAN	N/A	\$29.15
	PLANT TECHNICIAN	\$27.06	\$29.15
	WELDER 2	\$25.39	\$29.15
	MACHINIST	\$25.35	\$29.15
24	PROVINCIAL OFFENCES OFFICER - FORESTRY	\$28.53	\$28.86
	NURSERY TECHNICIAN	\$28.49	\$28.86
	SENIOR CREW SCHEDULER	\$28.86	\$28.86
23	REFRIGERATION & AIR CONDITIONING MECHANIC	\$24.40	\$28.19
	REFRIGERATION & FILTRATION MECHANIC	\$23.49	\$28.19
	AUTOMOTIVE MECHANIC 3	\$25.40	\$28.19
	MAINTENANCE MECHANIC FOREPERSON	\$24.02	\$28.19
22	MARINE ENGINEER 1	\$27.06	\$27.91
	GAS FITTER	\$26.34	\$27.91
	BRICKLAYER	\$24.43	\$27.91
	STATIONARY ENGINEER 2ND CLASS	\$23.30	\$27.91
	CARPENTER	\$26.33	\$27.91
	SUB-FOREMAN (EQUIP REPAIR)	\$26.80	\$27.91
	ANIMAL CARE & CONTROL OFFICER 1	\$27.91	\$27.91
21	MARINE STEAM ENGINEER	\$26.29	\$26.41
	INSPECTOR	\$26.31	\$26.41
	WELDER 3	\$24.37	\$26.41
20	PAINTER	\$21.99	\$25.45
	LOCKSMITH	\$22.74	\$25.45
	MAINTENANCE MECHANIC FACILITIES	\$24.40	\$25.45
	TREE NURSERY TECHNICIAN	\$25.45	\$25.45
	AUTO BODY REPAIRER	\$25.35	\$25.45
	CREW SCHEDULER	\$25.33	\$25.45
	OXYGEN EQUIPMENT TECHNICIAN	\$25.33	\$25.45
	MATERIALS MANAGEMENT CLERK 1	\$25.03	\$25.45
19	SUB-FOREPERSON - MEL LASTMAN SQUARE	\$25.02	\$25.02
	FIELD INVESTIGATOR - ROADS	\$20.90	\$25.02
	GREENHOUSE FOREPERSON	\$24.02	\$25.02
18	ANIMAL CARE & CONTROL OFFICER 2	\$24.78	\$24.78
17	TRAINING TECHNICIAN	\$24.64	\$24.64
	AMBULANCE LIAISON OFFICER	\$24.64	\$24.64
	LEADHAND	\$22.74	\$24.64
	LEADHAND ARBORIST	\$22.74	\$24.64
16	ELECTRICAL TECHNICIAN	\$22.50	\$24.16
	SMALL ENGINE MECHANIC	\$22.74	\$24.16
	METER READER	\$24.16	\$24.16

APPENDIX 'A'

	<i>Job Classification</i>	<i>Current Rate</i>	<i>Adjusted Rate Dec. 31/04</i>
7	TRUCK DRIVER ASPHALT CONCRETE WORKER 2 FABRIC ASSEMBLER & REPAIRER SKI CENTER SERVICER ARBORIST 3	\$20.76 \$20.41 \$21.18 \$20.89 \$20.94	\$21.25 \$21.25 \$21.25 \$21.25 \$21.25
6	PATROLLER 1 MATERIALS MANAGEMENT CLERK 2 ANIMAL ATTENDANT WATER HANDYWORKER 4 YARD ATTENDANT 1 ARENA POOL OPERATOR 2 LABOURER 1	\$20.88 \$20.70 \$20.69 \$20.69 \$20.69 \$20.65 \$20.44	\$20.88 \$20.88 \$20.88 \$20.88 \$20.88 \$20.88 \$20.88
5	LIGHT EQUIPMENT OPERATOR 1 GENERAL HANDYWORKER 3 UTILITY SERVICER 2 COMBUSTIBLE GAS INSPECTORS HELPER COURIER PARKS HANDYWORKER 3 PATROLLER 2	N/A \$20.31 \$20.27 \$20.27 \$20.27 \$19.77 \$19.77	\$20.76 \$20.76 \$20.76 \$20.76 \$20.76 \$20.76 \$20.76
4	CUSTODIAN 2	\$19.64	\$20.20
3	LIGHT EQUIPMENT OPERATOR 2 TRANSFER STATION OPERATOR YARD ATTENDANT 2 DECKHAND	N/A \$19.75 \$19.75 \$19.51	\$19.94 \$19.94 \$19.94 \$19.94
2	LANDFILL OPERATOR LABOURER 2/LABOURER 2 STUDENT WATCHPERSON	\$19.24 \$19.32 \$19.32	\$19.32 \$19.32 \$19.32
1	CUSTODIAN 3 TICKET COLLECTOR	\$17.65 \$17.57	\$17.90 \$17.90

APPENDIX 'B'

1	AMBULANCE CONVERSION FITTER
2	AMBULANCE HOLDING ROOM ATTENDT (REHAB)
3	ANIMAL CARE & CONTROL OFFICER 1 35 HRS
4	ANIMAL CARE & CONTROL OFFICER 2 35 HRS
5	BUILDING SYSTEMS OPERATOR
6	BURNER MECHANIC
7	CHEMICAL OPERATOR
8	CHLORINE MAINTENANCE WORKER
9	ENGINEERING STUDENTS WRKG AS CONST INSP.
10	EQUIPMENT RETRIEVAL & SERVICE TECHNICIAN
11	EQUIPMENT SERVICER
12	FARM LABOURER
13	FIRST AID INSTRUCTOR
14	HANDYPERSON (MODIFIED DUTIES)
15	LABOURER 3
16	LATHER
17	MACHINE SHOP HELPER
18	MAINTENANCE PERSON - WORKS
19	MARINE OILER
20	OPERATING ENGINEER
21	PARKING METER TECHNICIAN
22	REFUSE OPERATOR
23	SLUDGE INCINERATOR OPERATOR
24	SUBFOREMAN/WOMAN FORESTRY
25	TIRE TECHNICIAN
26	TRAFFIC & PARKING TECHNICIAN
27	WELDER'S HELPER
28	STATION OPERATOR Grades 1 to 5
29	PLANT OPERATOR Grades 2 to 5
30	FILTRATION PLANT ASST. Grades 1&2
31	FILTRATION PLANT OPERATOR

- *Agreement between City of Toronto and Toronto Civic Employees' Union (TCEU) Local 416 - CUPE re Job Evaluation attached to the report (March 29, 2005) from the Commissioner of Corporate Services and Chief Financial Officer and Treasurer. This Agreement is now public in its entirety:*

In the Matter of an Arbitration

Between

*CITY OF TORONTO
(The Employer)*

- And -

*TORONTO CIVIC EMPLOYEES' UNION (TCEU) LOCAL 416 - CUPE
(The Union)*

Re: Job Evaluation

*Before: Gerry Lee
Mediator-Arbitrator*

*For the Union: Brian Cochrane, President, TCEU Local 416 - CUPE
Sue Leger, CUPE National Representative*

*For the Employer: Bill Adams, Director, Employee & Labour Relations
Rhonda Hamel Smith,
Senior Coordinator, Employee & Labour Relations*

Hearing: January 19 & 20, 2005

DECISION

The parties invited me to act as mediator-arbitrator in June 2004 to assist them in coming to an agreement on a Job Evaluation Program for the Local 416 bargaining unit in accordance with the "Letter of Intent, Job Evaluation Committee" language of the collective agreement. Following completion of the mediation process, the parties agreed that, if necessary, I would have the jurisdiction to act as an Arbitrator to decide all outstanding matters that remained in dispute.

Prior to my involvement, the parties had met on several occasions in 2003 and 2004 in order to reach agreement on the essential elements required to implement a job evaluation program without success. During our initial mediation sessions, the parties acknowledged that conducting a job evaluation process for the entire Local 416 bargaining unit was a huge, labour-intensive and complex undertaking that would likely take years to complete. The parties also recognized it was imperative that the job evaluation process be completed in an expeditious manner prior to the commencement of bargaining for a new collective agreement. As a result of the foregoing considerations, the parties agreed to use a job ranking/groupings approach for all Local 416 jobs with weight given to both external market considerations and internal equity.

I met with the parties on a number of occasions between the summer of 2004 and January 2005. During this time period, the parties diligently discussed the job content of the many various jobs that are to be found in the Local 416 bargaining unit. The parties also exchanged and discussed various salary surveys, the City's Fair Wage Policy and other pertinent data in an effort to justify their position. Steady progress was made and the parties continued to refine their job ranking/grouping approach in an effort to reach a mutually acceptable solution. In addition, the parties reached agreement on a number of significant issues, such as retroactivity, no red circling of positions and the "rolling-in" of the Paramedic Level 1 Defibrillation Allowance all of which were crucial to this process. With respect to these matters, the parties consented to me including their agreements in my final award and this is reflected below.

Despite the fact that all involved made strenuous efforts to come to a solution within the parameters given to them by their respective principals, the parties finally reached an impasse in their deliberations in January 2005. This impasse was due primarily to the cost associated with the implementation of the job evaluation Letters of Intent. Both sides had reached a point whereby they believed they could no longer modify their position while maintaining the integrity of their job ranking/grouping proposal. The impasse reached by the parties in this type of situation is not unusual. Many employers and bargaining agents agree to undergo a job evaluation process in collective bargaining without truly realising the scope of such an exercise and/or the potential cost to the employer of implementing their findings. Having reached this stalemate, the parties requested that I issue a final and binding decision with respect to all outstanding matters based on their written submissions and my considerable knowledge and involvement in all aspects of this process.

After carefully considering the submissions of the parties, the information made available to me during this process and the agreements reached by the parties that are to be included in this award, I hereby order as follows:

The Letters of Intent in the Collective Agreement outlined below have been fulfilled by virtue of this award and shall no longer form part of the collective agreement:

*Letter of Intent -- Rate and Job Classification Harmonization;
Letter of Intent -- Job Evaluation – Skilled Trades; and
Letter of Intent -- Job Evaluation Committee.*

The jobs outlined in Appendix A that do not receive an adjustment to their existing wage rate shall not be subject to "red-circling" as a result of this process.

The Paramedic Level 1 classification shall no longer be entitled to the annual \$900 Defibrillation Allowance as this payment is now rolled into the newly established rates as outlined in Appendix "A" below.

A new classification of Tractor Trailer Driver, Class A is not required as there currently is no business or operational reason to create such a classification.

Appendix "B" attached to and forming part of this award, contains classifications in which there are currently no incumbents and have therefore been excluded from this exercise. In the event

that any of these positions are subsequently filled, either on a permanent or temporary basis, the parties are directed to evaluate the classification(s) in question using the same job ranking/grouping methodology used in this process to determine the appropriate rate of pay.

The employer in its final written submission requested that my award include several issues that the parties discussed during this process but failed to reach agreement on. The union argued that I did not have the jurisdiction to deal with these matters, as they would involve deleting, amending or otherwise modifying the collective agreement contrary to article 22.06 of the agreement. In this regard, I agree with the union. I have no jurisdiction to deal with the following items raised by the employer in its final written submission:

*Future Wage Rates;
The Elimination of Historical Differentials;
Accommodated Positions.*

Appendix "A" attached to and forming part of this award contains my decision regarding the revised wage rates. Such adjustments shall be incorporated into and form part of Schedule "A" of the Collective Agreement. The revised rates shall be effective December 31, 2004, and the employer is directed to pay any retroactivity owing based on all hours paid as soon as it is practicable to do so, but not later than June 2, 2004. The following footnotes agreed to by the parties apply with respect to certain classifications found in Appendix "A":

The rate of pay for the various Field Training Officer classifications shall be tied to the corresponding Paramedic classification wage rates.

The premium pay for special team paramedics – Public Service Unit (PSU), EMS Tactical Paramedics (ETF) & Chemical, Biological, Radiological and Nuclear (CBRN) - will continue to apply to the adjusted wage rates.

The classification and wage rate for the Sub-foreperson - Mel Lastman Square position is as set out in Appendix A and shall remain so while occupied by the current incumbent. Such individual shall continue to enjoy future economic adjustments as long as he remains in the position. If the current incumbent leaves and the employer decides to fill the position, it shall be posted as a Leadhand - Mel Lastman Square at the applicable pay band 17 rate of pay.

The Plant Technician Trainee classifications shall be tied to the Plant Technician classification's wage rate as per the parties' agreement.

The rates of pay for the various skilled trade apprentices (e.g. Industrial Millwright, Automotive Mechanic, Electrician, etc.) shall continue to be tied to the corresponding skilled trade rate of pay as adjusted by this decision.

The parties agree to establish two new classifications, Light Equipment Operator 1 and Light Equipment Operator 2. The wage rates for both positions shall be as set out in Appendix "A" subject to the parties reaching agreement on the duties, responsibilities and job functions of both classifications.

I remain seized with respect to any difficulties the parties may have with the implementation of this award.

Dated at Markham this 24th day of March 2005.

Gerry Lee
Mediator-Arbitrator

Councillor Shiner declared an interest in this Clause, in that his son is a seasonal employee of the City, under CUPE Local 416.