

*Item CC39.1 - Section 2 of Confidential Attachment 1 headed "Results of Negotiations with CUPE Local 79" and made public on July 31, 2009.*

## **2. Summary of the Memoranda of Agreement**

---

The City's bargaining team was successful in negotiating agreements on the following matters:

### **1. Wage Settlement (All Agreements)**

- The settlement provides for wage increases in the 3 years of:
  - January 1, 2009      1.75%
  - January 1, 2010      2.00%
  - January 1, 2011      2.25%

### **2. Shift Bonus (Some application to Unit B and Long Term Care Homes & Services Part-Time)**

- The parties agreed to increase the shift bonus each year by the same percentage as the general wage increase (i.e., 2009 – 1.75%, 2010 – 2.00%, 2011 – 2.25%).
- The parties also agreed to increase the premium of Registered Nurse-in-Charge as above.

### **3. Designated Holiday - Family Day (All Agreements)**

- The parties agreed to include Family Day as a designated holiday recognized in the Collective Agreements commencing in 2010 in exchange for the Union agreeing to a 9-month Dental Recall to offset the cost of the new holiday with minimal impact on employees. Note: Employment Standards Act already requires the City to provide Family Day to the Recreation Workers' Unit.

### **4. Illness or Injury Plan (Short-Term Disability Plan – Full-Time)**

- The parties agreed to a new Illness or Injury Plan which is a short term disability plan that provides employees with income protection when they are unable to work due to illness or injury, for up to 130 days, at either 75% or 100% of their salary, based on years of service.
- This plan is not accumulative and has no cash payout value. This plan is similar to the existing short term disability plan provided to management and non-union employees as well as short term disability plans provided by many other public sector organizations.

- All new employees hired following ratification of the collective agreement shall and thereafter be placed in the new Illness or Injury plan.
- All employees currently covered by an existing former municipality grandparented short term disability plan will move to the new Illness or Injury plan effective January 1, 2010.
- Existing employees will have the option to enter into the new Illness or Injury Plan, or they can choose to stay on the existing sick bank accumulation plan until such time as they terminate employment with the City.
- If existing employees choose to enter into the new Illness or Injury Plan, they will have the option of cashing-out their current sick bank as per the formula summarized below, or in the alternative, keeping their sick bank frozen and using it as a top-up to the existing plan and cashing out as per the Collective Agreement when they terminate employment with the City.
- If an employee chooses to cash-out their sick bank, it will be paid out up to a maximum of 50% of their bank. Employees will get paid out a percentage of their existing sick bank that will be based on years of service. The payout will also be capped based on the existing Collective Agreement maximums (i.e., 3, 4, 5 and 6 calendar months).
- A minimum payout of \$700 will be paid to any existing employee who chooses to move to the new Illness or Injury Plan and to those who move from current short term disability plans.

5. Illness or Injury Plan (Long Term Care Homes & Services Part-Time Agreement)

- The parties agreed to a new Illness or Injury Plan for all new employees.
- Existing employees will have the option to enter into the new Illness or Injury Plan, or they can choose to stay on the existing sick bank accumulation plan until such time as they leave the City.
- If employees choose to enter into the new Illness or Injury Plan, they will have the option of freezing their days or receiving a minimum payment of \$700.00 (prorated based on paid regular hours in the year prior to ratification) will be paid to existing employee who choose to move to the new Illness or Injury Plan.
- NOTE: Long Term Care Homes & Services Part-Time employees did not have an entitlement to a payout of their sick bank at termination.

6. Illness or Injury Plan (Unit B Part-Time Agreement)

- The parties agreed to a new Illness or Injury Plan for all eligible employees.
- Effective January 1, 2010, employees who worked at least 50% of full-time hours in the previous calendar year will be eligible to a pro-rated level of IIP coverage.
- Employees who worked between 25% and 50% of full-time hours in the previous calendar year will be entitled to sick pay for two (2) shifts in the subsequent year.
- Unit B employees will receive a lump sum payment prorated based on regular hours worked in the year prior to the agreement to a maximum of \$700.

7. Lump Sum in Lieu of Sick Pay Payout (Recreation Workers)

- Part-time Recreation workers will receive a lump sum payment prorated based on regular hours worked in the year prior to the agreement to a maximum of \$700.

8. Extended Health Care Benefits (All Agreements)

- The parties agreed to allow employees to combine their eyeglasses entitlement from the next benefit period (combined total of \$950) in order to apply such amount towards laser surgery. The benefit will be cost neutral for the City as employees who leave the City prior to being eligible for the subsequent future entitlement will be required to reimburse the City. In addition, providing this alternative is a cost containment feature by reducing future eyeglasses claims. The existing amount for eyeglasses reimbursement remains unchanged.

9. Dental Benefits (All Agreements)

- The parties negotiated an increase in the time between dental recalls from every six (6) months to every nine (9) months for employees and dependants over the age of eighteen (18) years old. This cost containment was agreed to by the Union in exchange for the City granting Family Day.

10. Post-65 Benefits for Active Employees (Some Application to All Agreements)

- The parties negotiated language to address benefits for employees working past sixty-five (65) years of age (previous mandatory retirement age).
- All active employees will continue to receive Extended Health and Dental coverage.
- Accidental Death and Dismemberment Insurance and Group Life Insurance coverage will continue until the age of seventy (70) at which time the coverage is reduced to \$20,000.
- Long-Term Disability coverage will be provided for up to 18 months (plus a 6 month waiting period) if an employee becomes continuously ill/disabled after age 63.
- These provisions will result in the withdrawal of outstanding grievances pending arbitration in respect of post-65 benefits for active employees.

11. Union Representation (All Agreements)

- The parties agreed to increase the paid time off for Unit Officers supporting part-time units from one day per week per person per collective agreement to two days per week.
- Negotiated language to clarify and outline the role and accountability expectations of the Unit Chairs while performing their duties.

12. Electronic Job Postings – Pilot (Some Application to Unit B)

- The parties agreed that it was important to move toward “greening” the City of Toronto.
- In that respect, the parties agreed to a one year pilot project which will see job postings released electronically directly to employees at selected work places.
- The project will be reviewed one year following implementation to determine if this process should be expanded.

13. Grievance Procedure (All Agreements)

- The parties agreed to make the grievance/arbitration procedure more efficient by having all suspensions of ten days or more initiated at Step Three rather than Step Two.
- In addition, the parties agreed to a new Letter of Intent, Investigation Protocol which outlines the process to be utilized when an investigation is conducted which may result in the discipline of an employee.

14. Wage Protection (Full-Time Only)

- The parties agreed to amend the wage protection language in the Redeployment and Lay-off language that applied to employees subject to mandatory retirement and whose jobs were either eliminated or who were subject to bumping and layoff. The old language became problematic with the end of mandatory retirement. The new language allows for up to 25 months wage protection beyond the initial 35 month wage protection period if the employee retires by the end of this extended wage protection period. The new language avoids any claims of age discrimination/human rights claims.

15. Contracting-In and Out (All Agreements)

- The parties agreed to a new Letter of Intent – Contracting-In Review Committee.
- The purpose of the Committee will be to review specific opportunities identified by Local 79 for the contracting in of work currently contracted out.
- The Committee will make recommendations to the Labour Relations Steering Committee regarding the possibility of pursuing the contracting in of such work.
- Existing provisions in respect of contracting-out remain unchanged.

16. Dispensing Fee Cap and Vacation Savings Pay and Vacation With Pay (Some application to all Agreements)

- The parties agreed to a Letter of Agreement to discuss further benefit cost containment options that balance the City’s interests with the needs of employees, such as a dispensing fee cap for prescription drugs. In exchange, the City agreed

that if there are sufficient mutual savings, they would be used to enhance vacation for employees with more than 30 years of service.

17. Health and Safety Summit (All Agreements)

- In recognition of the City's commitment to Health and Safety, the parties agreed to work jointly to organize a Health and Safety Summit.
- The purpose of the Summit will be to jointly review initiatives, problem solve and discuss strategies and discuss strategies for targeting zero injuries and accidents.

18. Transportation (All Agreements)

- Mileage allowance will be increased if Canada Revenue Agency increases the eligible non-taxable amount.

19. Rest Periods (Full-Time and Unit B)

- The parties agreed that employees in Court Services, Children's Services, Long Term Care Homes & Services Divisions and Prosecutors in Legal Services who miss rest breaks due to operational reasons will be permitted to add the time to their lunch break. If that is not possible, the employee will be paid time and one half for the missed break or may be allowed to bank as lieu time.

20. Shorter Lunch Periods (Full-Time Only)

- The parties agreed that Local 79 and the City will meet to discuss implementation of half hour lunch breaks where a group of employees requests it and where it is operationally feasible.

21. Part-Time Employment Opportunities (All 3 Part-Time Units)

- The parties agreed that part-time employees will be able to apply for job postings to different positions within their own bargaining unit or to part-time positions in the other Local 79 part-time bargaining units. Internal applicants will be given first consideration over external applicants

22. Temporary Full-Time Assignments (Unit B)

- The parties agreed to a process regarding the way in which temporary full time assignments are offered to Unit B employees. The assignments will be offered to the senior qualified employee in the same classification, in the same division.

23. Working Lunch Pilot Project (Recreation Workers)

- The parties agreed to a one year pilot project to allow employees who work in full time day camps (with off-site activities that require a safety ration) to work through their lunch.

24. Pregnancy/Parental Top-Up (Recreation Workers)

- The parties agreed that employees who have completed 1400 hours of work in the previous year are entitled to top-up of their EI pregnancy/parental benefits to 75% of the employee's average hours paid in the 8 pay periods prior to the leave.

25. Recertification (Recreation Workers)

- The parties agreed that effective January 1, 2010 the City will pay for 75% (currently 50%) of the costs of recertification required for CPR, first aid, aquatic or aerobic fitness recertification for employees who have completed 1040 hours of work in the previous year.
- The parties agreed that effective January 1, 2011 this amount will be increased to 100%.

26. Term of the Agreement (All Agreements)

- The parties have negotiated a 3 year term for the Collective Agreement (January 1, 2009 – December 31, 2011) to provide for stability, service improvement, and continuous problem resolution.