

Item CC39.1 - Section 2 of Confidential Attachment 2 headed "Results of Negotiations with TCEU 416" and made public on July 31, 2009.

2. Summary of the Memorandum of Settlement

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

1. Union Representation

- In an effort to continue with the significant mutual continuous improvement gains made in the area of Health and Safety, the parties have agreed to a second full-time leave for a Health and Safety representative from the Union to further assist in continuously improving health and safety in the workplace.
- Negotiated language to clarify and outline the role and accountability expectations of the Unit Chairs while performing their duties.

2. Employment Equity and Diversity

- The parties agreed to a new Letter of Agreement to establish a joint committee to discuss and implement special programs, initiatives or activities related to Employment Equity and Diversity.

3. Wage Settlement

- 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%

4. Shift Bonus

- The parties agreed to increase the shift bonus each year by the same percentage as the general wage increase (e.g., 2¢ increase in 2009; 2¢ increase in 2010; 3¢ increase in 2011).

5. Designated Holiday - Family Day

- The parties agreed to include Family Day as a designated holiday recognized in the Collective Agreement 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.

6. Illness or Injury Plan (Short-Term Disability Plan)

- 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 grandfathered short term disability plan will be switched 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 receive a payout of his/her sick bank immediately, 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 calculated by multiplying the employee's years of service by 2.75%. 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, or to those who move from one of the current Short-Term Disability plans.
- The new Illness or Injury plan negotiated with Local 416 is consistent with how other public sector organizations, including Mississauga, Peel Region, and former cities of Etobicoke and York implemented new short term disability plans. Most recently, the City of Windsor provided grand-parenting of their post-65 benefits for existing employees as a way to deal with their growing post-retirement benefit liability.

7. Extended Health Care Benefits

- The parties agreed to allow employees a one-time option to combine a current and subsequent future entitlement (for a total of \$900) to be used for corrective laser eye surgery. This 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.

8. Dental Benefits

- 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). This cost containment was agreed to by the Union in exchange for the City granting Family Day.

9. Post-65 Benefits for Active Employees

- The parties negotiated language to amend its previous agreement (i.e., January 30, 2008) regarding benefits for employees working past the age of sixty-five (65) to address potential human rights claims.
- 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.

10. Job Postings

- The parties agreed to a process that will allow for increased efficiencies to be gained in the filling of vacant positions. Employees can be assessed for a position and if they are determined to be successful in the assessment, but do not have the seniority to get the position, they will be considered for job postings at a later date without having repeat the assessment.
- Negotiated an agreement to provide a more efficient and streamlined process by allowing internal divisional transfers to occur through a job posting process.
- Language was also amended to allow the City to select the next qualified employee from the candidate list if the first employee appointed to the position is reverted.
- Negotiated language to allow the posting of temporary jobs externally following Work Selection and Recall, if the job opportunity is expected to last less than eight (8) weeks. This will allow the City to focus recruitment on Council Priorities.

11. Annual Review of Alternate Rates/Superior Duty Assignments

- The parties agreed to an annual review of employees on alternate rate/superior duty assignments. This process will ensure that under certain circumstances, vacant positions are posted in accordance with the Collective Agreement and that employees do not remain on long-term alternate rate assignments unnecessarily.

- Negotiated a Memorandum of Agreement outside of the Collective Agreement that resolves all outstanding issues related to employees that were redeployed from the Keele Valley Landfill Site.

12. Seniority and Service

- Negotiated language that, for the first time since amalgamation, reflects a consistent and streamlined process for the calculation of seniority and the posting of seniority lists. This will reduce the amount of administrative work required to calculate seniority on a bi-monthly basis.

13. Wage Protection

- 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 an additional period of up to thirty (30) months wage protection (i.e., beyond the initial thirty (30) 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.

14. Contracting-In and Out

- The parties agreed to maintain the status quo with regard to discussing issues relating to contracting in of work at the Labour Relations Steering Committee.
- The wage protection language in the Contracting Out Letter of Agreement was amended to reflect changes in the removal of mandatory retirement.

15. Layoff and Recall, Work Selection for Temporary Work Opportunities/Assignments

- Negotiated an amended Work Selection process to allow for more stability in the workforce by reducing the amount of bumping and by maintaining employees in non-seasonal assignments for longer periods of time.
- New language that allows for Custodian 3 vacancies that are not filled through Work Selection to be posted externally which will allow for recruitment to be focused on Council Priorities.

16. Parks, Forestry and Recreation – 10+ Month Jobs

- Thirteen permanent jobs were created in the P,F&R Division that are in excess of ten (10) months duration by combining twenty-six (26) temporary positions.
- The creation of these jobs will result in administrative efficiencies by reducing the need to continuously re-post the positions. Having one incumbent will also

- improve the service delivery by reducing the constant turn-over and need to re-train staff.
- The parties also agreed to meet and review whether any further permanent jobs can be created over the term of the Collective Agreement.

17. Summer Students

- A new Letter of Agreement that provides for summer students to be hired into the Labourer 3/Student classification during the summer months. The Letter of Agreement also details the conditions for an employee to return each year as a student. The parties also agreed to a new job profile expanding the duties of student employees to work across the City.

18. Health and Safety

- The parties agreed to several improvements in the area of Health and Safety, including new Letters of Agreement to address vehicle safety issues, emergency preparedness and response, joint health and safety initiatives and quarantines.

19. Ambulance Appendix

- The parties agreed to evaluate a uniform point system that could allow Toronto EMS employees to select, on an annual basis, the clothing items they require from a personal point allotment.
- The Parties have agreed to convert the current hourly premium to a new annual premium structure for Toronto EMS Special Teams. This three tiered system provides a specific premium to paramedics that are in the ETF, CBRN, PSU or HUSAR speciality teams. These paramedics have been specially trained to enter high risk environments in order to treat critically ill or injured patients. The premiums for the three tiers are: \$1000, \$425 and \$250 per year. An outstanding arbitration case was also resolved.
- The Parties have agreed to engage in meaningful consultation in regards to placement opportunities for paramedics requiring modified work. The parties will explore the feasibility of creating modified work both within Toronto EMS (e.g., Community Medicine and Public Relations) as well as other work opportunities agreed to by the parties.
- Based on the Division's operational service model, the parties have agreed to develop a forecast of training needs and a training plan for all levels of Paramedics. In relation to Level 1 Paramedics, the parties have agreed to discuss the development of training initiatives for these employees.

20. Removal of Existing Letters of Agreement

- The following Letters of Agreement were not renewed in the Collective Agreement: LOA – Wage Rate Adjustments; LOA - Electrical & Instrumentation Control Technician; LOA - Plant Technicians and Plant Technician Trainees;

LOA – Bumping Process; LOA – Meal Break Committee; LOA – Investigations Committees; MIO – Summer Shirts; LOA – Standby – Toronto Animal Services, Transportation Services and Toronto Water; LOA – Hours of Work Discussions; LOA – Carriage of Seniority; LOA – Housing.

21. Job Maintenance Program

- The parties have agreed to not renew the Letter of Agreement on Wage Adjustments.
- The parties also agreed to enter into discussions on the development of a Job Maintenance Program to ensure internal equity in compensation is maintained within the Local 416 bargaining unit.

22. Parking Authority

- The parties agreed that if there is a decision to monetize the full operations of the Toronto Parking Authority (TPA) and if full-time employees of the TPA represented by Local 416 are terminated, the parties will have meaningful discussions regarding the possibility of hiring those employees and the carriage of seniority to the Local 416 unit in the City.

23. Computer Training and a Reduction in Paper Used

- Agreed to an initiative to provide employees with computer training to obtain basic computer skills for use in the workplace.
- By providing computer training and access to computers in the workplace, the Union has agreed that electronic copies of seniority lists and job call postings can be provided electronically to staff. This initiative will increase the knowledge and skills of employees and reduce costs associated with printing, paper, couriers, etc. and to allow for a greener, more environmentally-conscious public service.

24. Continuous Learning and Training

- Several new initiatives were agreed to by the parties, including a new Article in the Collective Agreement dedicated to Continuous Learning, Training and Apprenticeships.
- A significant amount of work was done in this area and many new Letters of Agreement were negotiated or amended, including: LOA - Joint Committee for Continuous Learning; LOA - Computer Training; LOA – Career Awareness and Development Initiative; LOA - On-the-Job Training Opportunities; LOA - Plant Technicians Wastewater – On-the-Job Training Program; LOA – Continued Training for Existing Plant Technicians and LOA – Fleet Services Automotive Mechanic Apprenticeship.
- Negotiated more appropriate apprenticeship rates of pay for the Fleet Services Automotive Mechanic Apprenticeship program to better reflect industry standards and the going market rate of pay for similar apprenticeship positions.

- Negotiated a Career Awareness and Development Initiative that will give career awareness and leadership development opportunities to permanent employees and employees requiring permanent accommodation. This initiative also enables the City to hire individuals external to the City from Council Priorities to provide workplace exposure for the individual.

25. Dispensing Fee Cap and Vacations Savings Pay and Vacation With Pay

- 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 enhance vacation for employees with more than thirty (30) years of service.

26. Term of the Agreement

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