

Attachment 2 – Confidential Information - made public on March 10, 2016

Results of Collective Bargaining Negotiations with CUPE, Local 79 – Full-time Unit, Unit B - Part-time and Recreation Workers - Part-time, Part A, B, C and D

Date:	March 8, 2016
To:	City Council
From:	City Manager Director, Employee & Labour Relations

Unless otherwise indicated the following apply to the Local 79 – Full-time Unit, Unit B – Part-time and Recreation Workers –Part-Time Bargaining Units

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

PART A – Full-time Unit and Flow Through to Unit B- Part-time and Recreation Workers – Part-time

1. Wage Settlement and Term Length

- The settlement provides for a new 4 year (January 1, 2016 to December 31, 2019) collective agreement with wage increases as follows:
 - January 1, 2016 0.75% Base Increase
 - July 1, 2016 0.50% Base Increase
 - January 1, 2017 0.75% Base Increase
 - July 1, 2017 0.50% Base Increase
 - January 1, 2018 0.75% Base Increase
 - July 1, 2018 0.50% Base Increase
 - January 1, 2019 0.75% Base Increase
 - July 1, 2019 0.50% Base Increase
- In addition, there is a one-time, non-base non-pensionable lump sum payment in 2019 of 0.25% (an average payment amount of approximately \$166).
- Total: 5.00% base pay negotiated
0.25% lump sum (not to base) in Year 4 only

2. Illness or Injury Plan (Article 11A)

- As of January 1, 2017 the Illness or Injury Plan will provide compensation for an absent employee for 20 days (IIP hours as applicable for PTB Unit) at 100% of salary and for 110 days (IIP hours as applicable for PTB Unit) at 75% of salary. If not used, the employee can carryover a one-time capped credit of up to 15 of the 20 days compensated at 100% of salary from one year to the next. These carryover days can then only be converted, by the employee, to top up the compensation he or she receives during an absence in the subsequent year when he or she would otherwise be compensated at 75% of salary after 20 days. One unused IIP day is the equivalent of 2 top up credits, for this purpose, and can only be used in the carryover year.
- The amendments to the Illness or Injury Plan also apply to temporary full-time employees and Part Time Unit B employees who qualify, on a pro-rated basis.

3. Active Benefit Plan (Article 12)

- Changes to the benefit provisions of the Benefits Plan are as follows:

Active Employee Benefits Plan Provision Changes		
Benefit Type	Old Provision	New/Changes to Provision
Drugs	No requirement for mandatory generic drugs	Mandatory generic drugs Non-generic drugs will be covered upon the insurer's approval of an application completed by the employee's physician confirming that the generic drug is not medically effective, or not medically tolerated
Orthotic Devices	One device per person per benefit year (for persons 18 and under, the entitlement shall not be limited to one pair of orthotic devices per benefit year)	One device per person every two benefit years (for persons 18 and under, the entitlement shall not be limited to one pair of orthotic devices every two benefit years)
Long-Term Disability (LTD)	Benefit of 75% of basic salary	Benefit of 70% of basic salary for claims approved after ratification date
Licensed Psychologist Benefit For Emergency Medical Dispatchers	Current Extended Health Care Psychologist benefit level - \$300.00	Any changes to the psychologist benefit level that may result from the pending Interest Arbitration with TCEU Local 416 for Paramedic classifications, will be applied for Emergency Medical Dispatchers in Local 79.

4. Job Postings (Article 15)

- Implemented measures to increase the use of electronic posting and applications resulting, ultimately, in a process that is conducted entirely online
- The City and Local 79 agreed to a Letter of Intent – Electronic Job Postings and Applications to:
 - ensure that all employees receive information on how they can access the City's job posting portal;
 - to explore opportunities for touch down sites at various locations for the purpose of employee access to the City's job posting portal and the HR web;
 - to deliver information sessions to employees on accessing and submitting job applications on the City job posting portal, and
 - identify the need for employees to tailor their job application when applying to posted job opportunities.
- Expanded the time period in which a candidate list will remain active to fill vacancies that arise one month after the same posted opportunities have been filled.
- Added the City's ability to access the initial posting to fill vacancies that resulted from a reversion.

5. Union Leaves (Article 17)

- Reduce City paid Union Negotiating Committee leaves from the full time bargaining unit from 16 to 14.
- Reduce City paid Union Negotiating Committee full-time leaves from each of the two (2) part time bargaining units from 4 to 3.
- Part-Time Unit Officers able to flex their union paid leave of absence days (2 days per week) within thirty (30) days.
- Full-Time Office (President) no longer accrues sick credits while on full-time union leave.

6. Employment Security and Redeployment (Article 21) and Layoff and Recall (Article 35)

- Merged Article 21 and Article 35 to create one streamlined and efficient redeployment, layoff and recall process that:
 - Increases placement opportunities for permanent employees by broadening the wage grade bands into which a permanent employee can be placed
 - Expands the ability of displaced permanent employees to be placed in a wage grade that is 5 or 6 wage grades below his/her pre layoff wage grade when expanding placement opportunities without expanding the City's wage protection obligations

- Broadens wage protection eligibility to include all permanent employees who are placed in a vacancy
- Eliminates the City's obligation to recall permanent employees to temporary assignments outside the employee's current wage grade
- Increases the right of a laid off permanent employee to apply to posted permanent positions and temporary assignments
- Broadens the eligibility of an employee to be re-matched to another position if the initial placement was unsuccessful.
- Requires an employee to actively participate in the layoff and recall process.

7. Employment Security Protection (Article 23, Notice of Contracting Out)

Amended employment security protection provisions when contracting out as follows:

- Eliminates the 15 year job security provision for employees who will not possess 15 years of seniority as at December 31, 2019.
- Eliminates the 15 year job security provision for all new employees hired on or after January 1, 2016

As at December 31, 2019, **73%** of the current workforce will have 15 years of seniority and **27%** of the current workforce will not.

8. Vacations (Article 10)

- The City and Local 79 have agreed to amend the collective agreement so that when a part-time employee moves to the full time bargaining unit, their vacation entitlement in their first year of full time employment will be pro-rated based on vacation already earned in the same year as a part time employee.

9. No Discrimination or Harassment (Article 5)

- Updated to reflect current Human Rights terminology in regards to prohibited grounds and gender neutral language.

10. Employment Equity (Article 37)

- Updated to reflect the parties' continued commitment to provide fair and equitable access to employment opportunities for employees.
- The City and Local 79 have agreed to a Memorandum – Workforce Diversity to discuss workforce diversity issues including the identification of systemic barriers, recruitment, employment opportunities for youth, Aboriginal peoples, persons with disabilities and other groups and data collection.

11. Employee Wellness Initiatives

- The parties have agreed to a Memorandum of Agreement – Crisis Prevention Intervention Training to identify employee groups/divisions who would benefit from training and skills enhancement to deal with challenging and/or difficult interactions when working with the public, clients and residents of the City of Toronto.
- The parties have agreed to a Memorandum of Agreement – Critical/Serious Incident or Accident confirming the City's commitment to provide debriefing and EAP counselling services to affected employees in a timely manner. The City also agrees to make best efforts to ensure that employees are aware of how to access the City's EAP service.
- The parties have agreed to a Memorandum of Agreement – Domestic Violence/Intimate Partner Violence to continue to post the City Policy electronically and to undertake any recommended changes from the current review being conducted by the Occupational Health & Safety Co-ordinating Committee.

12. Overpayments (Articles 6 and 22)

- The City and Local 79 amended the relevant clauses of the three (3) collective agreements in order to provide for a defined process to assist the parties in dealing with overpayments in a more expeditious manner.
- The parties introduced a new Letter of Agreement - Interim Alternate Processes for Clause 6.10 for overpayments in excess of \$500 that expedites recovery of overpayments via a codified process and an expedited "mini" arbitration if necessary.

13. Transfers (Article 14)

- The City and Local 79 amended the relevant clauses of the Full-time and Unit B collective agreements such that Request for Transfer Forms submitted by employees will remain on file for a two (2) year period.
- The City and Local 79 agreed to new language that would require the parties to meet should there be a major renovation/rebuilding or building of a city facility that would result in the movement of full time and Unit B part time employees.

14. Grievance Procedure (Article 16)

- The parties agreed to language that will facilitate the resolution of workplace issues by providing earlier referral of issues to mediation and the prescheduling of grievance meetings.

15. New Memorandum of Agreement – Training to Improve Opportunities for Internal Mobility

- The City and Local 79 agreed to a new memorandum to identify training opportunities to improve career development opportunities for employees.

PART B - Unit B – Part-Time

16. Scheduling (Article 27)

- The City and Local 79 amended the scheduling language to require the City to make reasonable efforts to post a 2 week work schedule at least 4 weeks prior to being effective.
- The City and Local 79 agreed to new language requiring the City, based on operational requirements, to preschedule part time employees to work a minimum of 4 shifts on a biweekly basis.
- The City and Local 79 agreed to a New Memorandum of Agreement – Shift Scheduling establishing a Scheduling sub-committee of the Labour/Management Committee to meet quarterly to review scheduling issues.
- The City and Local 79 agreed to a New Letter of Intent – Review of Long Term Assignments in Children's Services to review long term assignments for Food Service Workers, every 2 years enabling employees to select long term assignments by location and number of hours in order of seniority.
- The City and Local 79 agreed to a New Letter of Intent – Review of Hours of Work for Child Care Aides (in Children's Services) with the intent of minimizing short/split shifts.
- The City and Local 79 agreed to a New Memorandum of Agreement – Review of Part-time Employees Working in Full-time Assignments to conduct an annual review of employees working full-time hours for a continuous period of 6 months or more. If the assignment is to continue, the employee will be re-assigned to the Full-Time Bargaining Unit as a temporary full-time employee.
- The City and Local 79 agreed to a New Memorandum of Agreement – Work Selection for "Seasonal" employees in Parks, Forestry and Recreation to discuss the feasibility of creating a work selection process for seasonal employees.
- The City and Local 79 agreed to a New Memorandum of Agreement – Pilot Project for Exploring Alternate Means of Scheduling in Part-Time B to explore alternate means of scheduling including equitable and predictable scheduling.

17. Benefits (Article 34)

- The parties agreed to a fifteen percent (15%) reduction in the Extended Health Care benefits premium paid by Unit B Part Time employees for 2016 and a review of the benefits premiums in 2017.
- The City and Local 79 agreed to reduce the number of scheduled "open" periods for enrolment in the benefit plans from 3 times per year to 1 time per year.

PART C - Recreation Workers Part-Time

18. Alternate Rate (Article 9)

- The City and Local 79 agreed to new language such that the City will pay 100% of the benefit premiums for part-time Recreation Workers who are on a long term temporary full-time alternate rate assignment.

19. Employee Benefit Plans (Article 41)

- The parties agreed to a thirty (30%) reduction in the Extended Health Care benefits premium paid by Recreation Worker Part Time employees for 2016 and a review of the benefits premiums for 2017.

20. Scheduling (Article 28 and Memorandum of Agreement – Recreation Workers' Part-Time Unit Scheduling Procedure)

- The City and Local 79 agreed to new language requiring all employees to provide the Division with a current email address to facilitate on-line work scheduling which commenced for the 2016 Spring/Summer Program season.
- The City and Local 79 agreed to new language to provide confirmation of schedules 2 weeks prior to the commencement of the season/session.
- The City and Local 79 agreed to new language to pre-schedule dispute resolution meetings related to scheduling prior to the commencement of the season/session.
- The City and Local 79 agreed to a new Letter of Intent – Seniority for the Scheduling Procedure to discuss more frequent updates to the posted seniority list used for scheduling

21. Part Time Long Term Care Homes and Services Interest Arbitration

The City and Local 79 have agreed to meet within thirty (30) days of the date of the Memorandum (March 2, 2016) to determine any outstanding issues related to the Part Time Long Term Care Homes and Services Agreement. All outstanding issues shall be referred to interest arbitration pursuant to the Hospital Labour Disputes Arbitration Act.

PART D - Conclusion

The negotiations between the City and CUPE Local 79 have been a challenging and difficult process for both parties.

Nevertheless, the tentative agreements achieved by them create significant improvements in management rights, resulting in the modernizing of the collective agreements and allowing the City to deliver its services effectively and efficiently to the residents, taxpayers and businesses of Toronto while being fair to its employees.

The City was able to achieve its goal of negotiating terms and conditions for the new Collective Agreements in a manner that respected the financial mandate provided by the City's Employee & Labour Relations Committee. The City was also successful in partnering with the Union on a

number of efficiency initiatives which will assist the parties to better deal with matters of mutual interest including dispute settlement, job postings, overpayments, employee wellness initiatives, scheduling of part-time work and layoff/redeployment. These Collective Agreements will also introduce cost containment provisions into the sick and benefits plans helping make our plans more sustainable in the long term. Changes were also negotiated to provide for more flexibility for the City to consider a range of service delivery options that best meet the needs of the City.

Summary Key Highlights: CUPE, Local 79 – Full-time Unit, Unit B - Part-time and Recreation Workers - Part-time

Term:	January 1, 2016 to December 31, 2019
Wages:	0.75% base (Jan. 1, 2016), 0.50% base (Jul. 1, 2016), 0.75% base (Jan. 1, 2017), 0.50% base (Jul. 1, 2017), 0.75% base (Jan.1, 2018), 0.50% base (Jul. 1, 2018), 0.75% base (Jan. 1, 2019) and 0.50% base (Jul. 1, 2019)
Wage:	<ul style="list-style-type: none"> Lump Sum (one-time): 0.25% (Jan.1, 2019); non-pensionable, pro-rated based on regular hours worked in 2018
IIP:	<ul style="list-style-type: none"> As of January 1, 2017 – 20 days (IIP hours as applicable for PTB Unit) at 100% and 110 days (IIP hours as applicable for PTB Unit) at 75%; up to 15 days of the unused 100% days from previous year can be converted into top up credits in the following year – 1 unused IIP day is the equivalent of 2 top up credits and can only be used in carryover year Temporary Full-time and Unit B Part-time employees who qualify are entitled to IIP on a pro-rated basis
Benefits:	<ul style="list-style-type: none"> Mandatory generic drugs Orthotic Device every two years (was one every year)(full time only) LTD benefit at 70% of basic salary (was 75%) Licensed Psychologist Benefit For Emergency Medical Dispatchers pending outcome of Interest Arbitration for Paramedics Reduced benefit premiums for Unit B and Recreation Worker employees
Job Postings;	<ul style="list-style-type: none"> Elimination of hard-copy postings All applications for posted positions will be submitted electronically
Union Leaves:	<ul style="list-style-type: none"> Reduce City paid Union Negotiating Committee from 16 to 14 (Full-Time) and 4 to 3 (Part-Time) Full-Time Office (President) no longer accrues sick credits while on full-time union leave
Redeployment, Layoff and Recall:	<ul style="list-style-type: none"> Combined two processes to one streamlined process for employment security, redeployment, layoff and recall; expanded placement opportunities for employees.
Employment Security	<ul style="list-style-type: none"> Limited to employees who have reached 15 years as at December 31, 2019
Vacations	<ul style="list-style-type: none"> Eliminated overpayment of vacation to part-time employees moving into the full-time bargaining unit
Overpayments:	<ul style="list-style-type: none"> Provide for a defined process to assist the parties in dealing with overpayments in a more expeditious manner New process for overpayment in excess of \$500
Grievance Procedure:	<ul style="list-style-type: none"> Language that will facilitate the resolution of workplace issues quicker and more efficiently
Scheduling	<ul style="list-style-type: none"> Language that will provide for more stability and predictability of work for part-time employees; further discussions related to ongoing issue related to scheduling

**The purpose of this document is to provide a brief highlight of the settlement and is not intended to be all inclusive or to provide all the specific details. Such specific information is contained within the Memorandum of Settlement document.*