



# TO ALL LOCAL 416 MEMBERS

## NEGOTIATIONS FOR YOUR COLLECTIVE AGREEMENT

Those of you that attended a ratification meeting on July 30, 2009 were informed of the enormous effort by your bargaining committee to fight back the concessions the City tabled during the recent round of bargaining.

The media's focus was on the sick leave plan and wages. There was much, much more that the committee was forced to contend with during the months leading up to the strike and throughout the strike period.

The Collective Agreement that this Union had fought for since amalgamation would have looked very different, if we had not stood together to maintain what we, and others before us, had worked so hard to achieve.

ONLY WITH YOUR SOLIDARITY WE WERE ABLE TO PUSH BACK THE TAKE AWAYS. THE CITY MADE THE FOLLOWING PROPOSALS TO ROLLBACK YOUR RIGHTS.

TAKE AWAY CITY PROPOSED	WHAT WE ACHIEVED
<p><b><u>Offering of Work:</u></b></p> <p>*City proposed to stop posting some temporary jobs internally prior to them being offered to people from the street.</p> <p>*City proposed to delete the language that deals with the LEO2 classification, when the job description has not been finalized.</p> <p>*City proposed to amend job posting language to allow management to determine if a member was qualified to do a job, even if that member has been doing the work for a four months or more (in a 2 year period) for senior qualified jobs.</p> <p>*City proposed that jobs should be offered only to permanent employees that held the classification of the available job before the job was posted.</p>	<p><b><u>Offering of Work:</u></b></p> <p>*Temporary job posting language clarified under Article 19 for the term of the agreement – jobs to be posted if to last at least 8 weeks – after being offered for recall (and AR for non seasonal jobs) – exception is entry level job of custodian 3.</p> <p>*Outcome was to grandparent employees that were authorized to drive “off road” vehicles without a driver’s licence prior to July 20, 2005 to allow them to continue to do so while continuing to discuss the job description.</p> <p>* After saying “no” to this concession for 7 months, the City withdrew this proposal and your rights remain unchanged.</p> <p><i>*New – Deemed Qualified Inventory List to be maintained by the City – if a member has been deemed qualified and either decides not to accept a job or is not the senior member, City will keep a record that he/she was qualified for the classification and there will be no requirement to be re-assessed if he/she applies for the same classification in the future.</i></p> <p>*To expedite the filling of jobs posted – a job posting will identify a location of a classification in a Division and will identify that, if an opportunity comes up in the same classification and Division, that posting will be used to fill that job. This will allow for a member that is the senior qualified to move into a job quickly and for his/her job then to be filled. This will allow for jobs to be filled more quickly without the wait time it sometimes takes for the City to post jobs. The senior qualified member in the bargaining unit is still to be awarded the job – this has not changed.</p> <p><i>*For relative ability jobs – for the term of the</i></p>

<p>*City proposed to stop posting jobs in each work place, and replace with access by computer.</p> <p>*City proposed to delete Union's right to have input into and challenge job content for new or changed job descriptions.</p> <p>*City proposed language that would diminish the Union's ability to determine which jobs should continue to be posted, as opposed to being held for modified work placements.</p> <p>*City proposed language to delete the right of a temporary employee to return to his/her position after accepting a superior duty assignment.</p> <p>*City proposed to eliminate any further review of the possibility of combining winter work and summer work to make permanent positions of 10 months or more.</p> <p><b><u>Layoff and Recall:</u></b></p> <p>*City proposed to change the redeployment process for permanent employees so that the Union would have diminished-ability to determine if the use of vacancies or bumping is the best route for members affected by a redeployment process.</p> <p>*City proposed to delete wage protection for redeployed or displaced permanent members that are near retirement.</p> <p>*City proposed to remove the work selection process and any process for the layoff and recall of seasonal work opportunities from the body of the Collective Agreement and place a work selection process outside of the Collective Agreement, diminished in the following manner:</p> <ul style="list-style-type: none"> <li>-stopping the joint nature of the process (the Union would not be involved)</li> <li>- deleting bumping</li> <li>-eliminating the requirement for the City to commit to the job offered for the period offered</li> </ul>	<p><i>agreement – if a member that applies for a relative ability job holds the classification of the job applied for, he/she will be deemed relatively equal and will not be required to be assessed. There will be a list of those who were assessed to be relatively equal and those who already held the classification – if there are more than one job being offered – shift/location to be offered in seniority order from the list.</i></p> <p>*Outcome is that there is to be computer training offered to 416 members – there will be a review regarding whether computers are available to members – if it is confirmed that members have access to computers, including policies and benefit programs, and if employees have ability to use computers, then City may move to putting postings on computers. Union has ability to revert if there are problems.</p> <p>*Concession withdrawn and your rights remain unchanged.</p> <p>*The outcome is that language in the Collective Agreement remains unchanged.</p> <p>*Outcome is that language remains unchanged.</p> <p>*Some 10 month plus jobs agreed to – a review similar to the one in the last Collective Agreement will be done.</p> <p><b><u>Layoff and Recall:</u></b></p> <p>*Concession withdrawn and your rights remain unchanged.</p> <p>*Wage protection for redeployed-and/or displaced permanent employees – 30 months – and an additional lump sum payment (pensionable) upon retirement if the member retires within 30 months after the first 30 month wage protection period.</p> <p>*Work Selection process renegotiated with amendments:</p> <ul style="list-style-type: none"> <li>-joint nature maintained – with some changes</li> <li>-some non seasonal assignments to become part of work selection (at option of supervisor)</li> <li>-bumping component remains (with changes)</li> <li>-skills inventory now falls under “Deemed Qualified List” – which is for permanent and temporary employees located in a Letter under Article 19</li> <li>-members will be required to identify which jobs they wish to be recalled to in January of each calendar year starting in 2010</li> </ul>
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**Seniority:**

\*City proposed to stop posting seniority lists in each work place, and replace with access by computer.

\*City proposed to stop service from accumulating for a member on suspension.

**Hours of Work and Related Issues:**

**Hours of Work:**

\*City proposed to delete Letter of Agreement that allows for shift schedules to be changed only with the approval of the City and the Union

**Lieu Time:**

\*City proposed to stop allowing members to replenish their lieu banks past 96 hours. Also, proposed to only allow employees to receive payout for lieu time in June and December, and only with the approval of their supervisor

**Shortage of Pay:**

\*City proposed to diminish ability to get manual cheques when there is a shortage of pay.

**Standby:**

\*The City wanted to rollback standby to 1 hour for each 8 hours, instead of the current 3 hours for 24 hours of standby. This would have resulted in no standby for the hours you were working. There was also a proposal to allow the City to be able to implement standby for jobs where it did not exist on job postings in the past.

**Running Lunch:**

\*The City wanted to discontinue running lunches if the City (not the Union) determined that there was no operational efficiency being achieved

**Overpayment:**

\*City proposed to just have to advise of an overpayment schedule (instead of negotiating one), and wanted the Union to agree to write into the Collective Agreement that the Collective Agreement would be a member's authorization to make deductions from wages.

**Seniority:**

\* Outcome is that there is to be computer training offered to 416 members – there will be a review regarding whether computers are available to members – if it is confirmed that members have access to computers, including policies and benefit programs, and if employees have ability to use computers, then City may move to putting seniority lists on computers. Union has ability to revert if there are problems.

\* Outcome is that language remains unchanged.

**Hours of Work and Related Issues**

\*Only with the solidarity of the members were we able to push back this concession and keep the current protections.

\* We were able to fight back this concession and the current language remains unchanged.

\*Outcome was that we were able to maintain current language.

\*Through your solidarity, the bargaining committee was able to fight off this concession, and your rights remain unchanged.

\*Through your solidarity, the bargaining committee was able to fight off this concession, and your rights remain unchanged.

\* Outcome was to keep the current Collective Agreement language.

**Benefits:**

\*City proposed to put a dispensing fee cap of \$8.00 per prescription, which would have resulted in members having to pay out of pocket, in many cases, before picking up a prescription. This would have been particularly difficult for families with children and for the members with ongoing health problems.

\*City proposed 9 month dental recall.

\*City proposed language that would have required members that receive tool allowance to provide receipts.

**Health and Safety:**

\*City proposed language that would allow the City to determine what wearing apparel or uniform should be worn (as opposed to the joint nature of the process in place).

**Apprenticeship and Training:**

\*City proposed to diminish the Union's role in apprenticeship and training programs, and to delete the Electrical and Instrumentation Control Technician and Plant Technician Letter of Agreement-from the Collective Agreement.

**Benefits:**

\*Outcome was to have a joint committee to look at possible cost savings in benefits. No change unless the parties agree.

\*After careful consideration, the bargaining committee agreed to make this change in exchange for Local 416 members having Family Day incorporated in the Collective Agreement.

\*No change to language.

**Health and Safety:**

\*No change to language.

*\* Addition of a New letter of Agreement Vehicle Safety Issues - Each department will identify which specific Committee is going to deal with vehicle issues. Division/Section will consider, through the specific Committee, input from employees who normally operate this type of vehicle. The specified Committee will have the ability to consult with Fleet Services staff, which will include the mechanics who maintain this type of vehicle.*

*\* There will be a new Joint Health and Safety Forum established to address health and safety matters unique to Local416.*

**Apprenticeship and Training:**

*\*Major improvements in training and apprenticeship programs were made – including the inclusion of a new Section of the Collective Agreement to be entitled Continuous Learning, Training and Apprenticeships, including:*

*1. A joint committee to oversee continuous learning initiatives in the Local 416 unit.*

*2. Career Awareness & Development Initiative - There will be a process developed for our members to be able to explore alternate career opportunities within Local 416 unit. These opportunities will be no shorter than 2 weeks and no more than 8 weeks. There also will be a process that will allow City to hire Interns from outside of bargaining unit in order to allow individuals to develop positive work habits and behaviours necessary for a successful entry into labour market. These opportunities will be no shorter than 2 weeks and no more than 8 weeks. Initially City wanted to have ability to hire Interns without them being the members of Local416. The City did not offer the same*

*opportunities to Local416 members. The end result is: Interns are Local 416 members; wages are going to be much better what the City was willing to offer and our members will have the opportunities to explore alternate career opportunities within Local 416 unit.*

*3. On-The-Job Training Program - There is a new training initiative called On-The-Job Training Program. We have Plant Technician Wastewater On-The-Job Training Program developed and it is in the Collective Agreement. We also have Letter of Agreement On-The-Job Training Program for Arborist 3, Water Maintenance Worker 2, Electrical Instrumentation Control Technician, and Field Investigator Roads. The City is committed to developing a strategy to determine job training opportunities for employees in various positions where there is a current or anticipated, unmet operational need for qualified employees and to provide the City with succession planning. What this mean for our members? Possibility of training and getting better jobs before City would hire from outside.*

*4. Fleet Services-Automotive Mechanic Apprenticeship -The 2 –year pilot project was changed to non pilot apprenticeship program that would open bargaining unit wide.*

**Classification and Pay:**

\*City wanted to delete Article 7 Wage Adjustment and not replace with anything new.

**Vacation:**

\*City proposed to disallow temporary employees that continue to work for 12 continuous months to have vacation accumulated as opposed to paid out.

**Ambulance Issues:**

\*City proposed language that would have limited how Union representatives at Ambulance Labour Management Committees could have been designated.

\*City proposed language that would have eroded rights provided after a stressful call.

**Classification and Pay:**

\*Despite the Union submitting a comprehensive proposal to address issues related to classifications and wages, the City would not agree to negotiate these issues at the table. We were able to negotiate a Job Evaluation Maintenance Program which we use to attempt to deal with problems around the current classification system. The arbitration proceedings that already commenced for classifications under the former letter will continue.

**Vacation:**

\*Outcome was that we maintained current language.

\*Maintained 5 representatives (but now numbers not to include the National Representative or Unit Chairperson).

\*Outcome was that we maintained current language.

<p><b><u>Union Rights:</u></b></p> <p><b>Grievance Procedure:</b></p> <p>*City made several demands to erode grievance procedure rights, including having to be specific in the working of the grievance form (which might make it harder to present a case later in the process), making each member on a group grievance actually sign the form (which would make it more difficult for the Union to argue that a member that did not sign should be covered) and allowing for only one member from a group grievance to attend. The outcome is that the current language remains unchanged.</p> <p><b>Representation:</b></p> <p>*All Unit Chairs, Outside Division Chair, Chief of Stewards, Chief of H&amp;S that are book off to be in the Union Hall were paid by the City. During this bargaining City wanted the Local to pay 50% for their wages and benefits. This would have meant your dues will have to cover this. We were able to fight this. City continues to pay 100% of wages and benefits and on the top of this we were able to secure another full time book off for additional H&amp;S officer.</p> <p>*The City wanted to dictate how the Unit Chairs should spend their time. We were able to agree on some principles outside of the Collective Agreement.</p> <p><b><u>Individual Issues:</u></b></p> <p>*Responsibility for Personal Information: City wanted our members to take full responsibility for any changes in their address, telephone number and emergency contact changes: including having the forms available only on the intranet.</p>	<p><b><u>Union Rights:</u></b></p> <p>*Maintained current language.</p> <p>*Maintained current language.</p> <p><b><u>Individual Issues:</u></b></p> <p>* End result was:</p> <ul style="list-style-type: none"> <li>• Forms will be available on the intranet</li> <li>• The supervisor or designate will make the form available for the employee to complete</li> <li>• Failure to provide such information shall not be subject to discipline</li> </ul>
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IN ADDITION TO THE ABOVE GAINS, WE WERE ABLE TO ACHIEVE THE FOLLOWING IMPROVEMENTS:

**Wage Increase:**

Increases that were superior to what the City was offering prior to the strike, with increases to shift bonus based on the same percentage increase.

**Family Day:**

The Bargaining Committee was determined to ensure that Family Day was a right under the Collective Agreement. This was achieved.

**Superior Duty/ Alternate Rate Review:**

There will now be an annual review of members that have been in an alternate rate/superior duty assignment for 13 months or more. The Union will now have access to information that we did not have before. Similar to our Temp to Perm/Post review, there is a mechanism for posting jobs if certain criteria are met.

## **New Memorandum Item – Toronto Parking Authority**

There is a talk of possible monetizing of Green P. The Local put the proposal forward to address this potential issue. City had no intention to deal with this. The end result is: The City agrees, at the request of Local 416, to have meaningful discussion with Local 416 about possibility of hiring such employees and the carriage of any seniority accrued by such employees during the course of their employment with TPA. We had to fight hard to keep the Letter of Agreement that is related to our brother and sisters at the Port Authority as well.

## **Employment Equity and Diversity**

Under Article 6, there will now be a Letter of Agreement- Employment Equity and Diversity. The Local put the proposal forward to address Employment Equity and Diversity. City wanted to take credit and ownership of the Union's new proposal. The end result:

- There will be a Joint Committee to address Employment Equity and Diversity issues
- The committee's work will not override any provision of the CA

## **Benefit Improvements:**

The bargaining committee was able to achieve a number of improvements and/or changes in benefits:

1. Benefits will be provided to all active employees of the City, including those over 65 who choose to work (unlimited for dental and extended health – some limitations for Life Insurance, Long Term Disability and Accidental Death and Dismemberment). After mandatory retirement was abolished, there was nothing put in place by government to provide employees with benefits. Although there was an agreement outside of the Collective Agreement, we were able to incorporate the language into the body of the agreement, and improve upon what was in place prior to the strike.
2. The Union proposed the ability to combine two years cost for glasses for laser eye surgery. We achieved this benefit with a one time combined maximum of \$900. An employee or dependent who claims reimbursement for laser eye surgery will not be eligible for any eyeglasses/contact lenses coverage during 48 months following the date of the laser eye surgery. Should employee leave the employ of the City prior to the coverage of the second benefit period, the amount owing will be deducted from the employee's final pay check.
3. The doubling up of the paramedical benefits is now part of the Collective Agreement. We were able to incorporate MOS into CA.
4. The ability for the Union to refer an allegation that a member has improperly been denied reimbursement for a benefit because the amount was outside of the "reasonable and customary" level to the Benefits Advisory Committee to be addressed.

## **Ambulance Related Issues:**

1. A process to address the automation of recording missed or late meal break variances in included in the Collective Agreement.
2. Joint process to address a point system for uniforms.
3. Increased compensation for members Toronto EMS Division who are members of the Public Safety Unit (PSU), EMS Tactical Paramedics (ETF), Chemical Biological Radiological Nuclear Response Team (CBRN), and the Heavy Urban Search and Rescue Team (HUSAR).
4. A process to address training needs related to the new Operational Service Model.
5. City must have meaningful consultation with the Union regarding placement of paramedics requiring modified work. The parties will explore the feasibility of creating modified work in areas of Community Medicine, First Aid, Community Referral EMS (CREMS), vaccination clinics, public relations/injury prevention, and any other opportunity mutually agreed to by the parties.

## ***The Local 416 Negotiating Committee***

Mark Ferguson	Colin Macdonald
Dave Hewitt	Frank Derenzis
Darin Jackson	Glen Fontaine
Jim Innes	Dave Behan
Ron Johnson	Richard Schepens
Peter Ouellette	Gina Gignac
Bozena Mathlin	Andrea Addario
Ken Fanjoy	Brian Humphrey

