



CUPE Local 79
Recreation Workers – Part-Time
Ratification of City of Toronto's Final Offer
Wednesday March 28, 2012

	Previous Collective Agreement	City's Final Offer	Local 79 Proposals
Definition: Hours Paid & Paid Hours 4.05 (New)	N/A	The City's final offer would exclude overtime hours being counted towards benefit entitlement.	The Local proposed that hours worked in overtime would still count.
Letter of Intent: Role of the Union	Process to expand the role of the Union in the workplace.	The City's final offer would delete this Letter	The Local did not propose a change from previous agreement.
Memorandum of Agreement - Wages	N/A	January 1, 2012: 0% January 1, 2013: 0.5% base increase + 1.5% lump sum January 1, 2014: 1.75% base increase January 1, 2015: 2.25% base increase Total: 4.5% base increase with one time 1.5% lump sum	Local 79 agreed.
Alternate Rate to Another City Bargaining Unit: 9.03	Employees in a higher rated classification paid the minimum of the hourly rate for the higher rated classification or \$0.65 whichever is greater.	City's final offer amends to ensure that the employee on the alternate rate is not paid higher than the job rate.	Local 79 did not agree.
Vacation Accrual on Pay Stubs: 12.05(b)	Members are notified by letter of their vacation bank dollar value.	The City's final offer contains a new process, where members will receive vacation bank status on their pay stubs.	Local 79 proposal.
Letter of Intent Pensions		The City's final offer proposes to delete this Letter.	
Letter of Intent Buyback of Optional Pensionable Service		The City's final offer proposes to delete this Letter.	
Letter of Intent Pension Education		The City's final offer proposes to delete this Letter.	
Letter of Intent Pension Coverage		The City's final offer proposes to delete this Letter.	

Grievance Procedure & Arbitration: 14.06(a)	The Local notifies the City of all stewards and Officers and which Units they represent.	In the City's final offer the Local will not be notified of steward and Officer transfers within the City.	The Local did not propose a change from previous agreement.
Letter of Intent – Grievance & Arbitration Provisions	Process allowing the Local the City to meet (quarterly) to review grievance and arbitration procedures	The City's final offer allows the Local and the City to meet when requested (by either side).	Local 79 proposal.
Child & Elder Care Leave: 15.XX (New)	Current agreement does not provide members with access to the City's child and elder care leave policy.	The City's final offer provides access to its child and elder care leave policy.	The City agreed with Local 79's proposal.
Mileage: 19.01	Currently employees receive a reimbursement of \$.52 cents per km for driving your personal vehicle for business of the City.	The City's final offer is reimbursement of \$.52 for the first 5,000km and \$.46 thereafter.	Local 79 did not agree with the City's proposal. Local 79 proposed was current CRA rates, which is \$.53 cents per km
Letter of Intent-Working Concurrently in Two or More Local 79 Part-Time Bargaining Units: Article 23	Process for members to be able to work in multiple bargaining units.	The City's final offer proposes to delete this Letter.	We agreed as part of a package
Reimbursement for the Cost of Re-Certificates: 27.01	Members had some certifications paid for by the City (CPR, First Aid, Aquatic and Aerobic Fitness) following completion of probation.	In the City's final offer, the City must approve to cover the cost of the recertification courses (CPR, First Aid, Aquatic and Aerobic Fitness).	The Local wanted any re-certifications required for the job to be paid for by the City.
Letter of Intent Educational Opportunity: Article 27	This gave members flexibility to attend last minute changes in their schedules, for example exams.	The City's final offer is to delete this Letter.	The Local did not propose a change from previous agreement.
Notice of Contracting Out: 29.01	Currently we have 80 days' notice and ability to make appropriate representations to committees of Council. Invitation for union to meet and discuss with the City. The union receives pertinent information in order to discuss.	The City's final offer essentially provides the same provisions except the City decides what information is pertinent.	Local 79 did not agree. Local 79 proposed the same language that we currently have and that Local 416 still has.
Letter of Intent Contracting Out, Employment Security & Continuous Improvement: Article	Currently employees have job security for all permanent employees from contracting out	The City's final offer proposes to delete this Letter.	Local 79 agreed to delete this letter.

29	improvement.		
Letter of Intent Contracting In Review Committee: Article 29		The City's final offer proposes to delete this Letter.	
Term: 32.01	N/A	The City's final offer is 4 years.	Local 79 agreed to 4 years.
Extended Health Care & Dental Benefit: 41.01	Members worked 1,600 hours in order to qualify for benefits.	In the City's final offer, overtime hours worked would be excluded from the hours you need to qualify for benefits.	The Local did not propose a change from previous agreement.
Extended Health Care & Dental Benefit: Prescription Drugs	Currently there is no dispensing fee cap.	The City's final offer establishes a dispensing fee cap for prescription drugs of \$9.00 per prescription.	Local 79 agreed as part of a package.
Extended Health Care & Dental Benefit: Massage Therapy	Currently there is no requirement for physician's notes for massage therapy.	The City's final offer requires a prescription from a Physician, Surgeon or Osteopath in accordance with the Medicine Act, 1991 for reimbursement for services of a massage therapist.	Local 79 agreed as part of a package.
Extended Health Care & Dental Benefit: Vision Care	Current entitlement is \$475 (in exchange for not receiving double time for working on holidays).	The City's final offer establishes entitlement at \$450	Local 79 did not agree.
Extended Health Care & Dental Benefit: Orthopaedic Devices	Current entitlement to one pair per person per benefit year.	The City's final offer provides one pair of orthopaedic devices per person every two benefit years. Off the shelf orthopaedic devices will only be covered provided there is a custom modification and reimbursement will be limited to the cost of the modification.	Local 79 agreed as part of a package.
Extended Health Care & Dental Benefit: Dental	Current entitlement – Current ODA fee guide.	The City's final offer provides a one year lag in the ODA fee guide.	Local 79 did not agree.
Letter of Intent Merger	Allowed for a process in which the part-time bargaining units could merge.	The City's final offer proposes to delete this Letter.	We agreed as part of a package.
Letter of Intent Domestic Violence		Delete	
Letter of Intent- Joint City-Local 79 Committees		Delete	
Letter of Intent-Special Amalgamation		Delete	
Letter of Intent: Sick Time Coverage	The Local and the City had a process to discuss to provide sick leave.	The City's final offer proposes to delete this Letter.	The Local did not propose a change from previous agreement.

Letter of Intent-Employee Assistance Program		Delete	
Letter of Intent-Special Needs Support		Delete	
Letter of Intent-Changes to the City's Administrative Structure		Delete	
Letter of Intent-Space for Wage Harmonization and Job Evaluation		Delete	
Letter of Intent – Movement Between Bargaining Units	Allowed members to move to different Local 79 bargaining units.	The City's final offer proposes to delete this Letter.	The Local did not propose a change from previous agreement.
Letter of Intent: Video Security Surveillance/Global Positioning Systems (GPS) & Automated Vehicle Location Systems (AVL) (New)	N/A	City's final offer – The Union will be notified when GPS or AVL systems are used in work locations or on fleet vehicles. Uses of Video include protection and safety of employees, members of the public and City assets and property. GPS/AVL – used to evaluate route capabilities and improve Health and Safety.	Local 79 agreed
Memorandum of Agreement: Process for the Placement Of Employee and/or Positions Into the Full-Time Agreement	Process to allow a member working full-time hours and/or in a full-time classification to grieve and be placed in the full-time agreement.	In the City's final offer, this Memorandum would be renewed.	The Local agrees.
Memorandum of Agreement Item-Bulletin Boards		Agreed to renew.	
Recreation Workers' Unit Scheduling Project	<p>The Project allowed returning members to maintain their regular shifts for a season from year to year.</p> <p>The Project has a 30-hour cap which restricts the number of hours a member works in a single classification.</p> <p>When there are newly available shifts, seniority will be the determining factor in assigning them.</p>	<p>The City's final offer will diminish the role of seniority in scheduling. This will affect returning members more as they could be denied shifts. Operational needs and past performance will now also be considered when scheduling.</p> <p>The 30-hours cap remains in scheduling.</p> <p>In addition, scheduling forms will now be mailed out twice only per year.</p> <p>For relief work, the City will determine how many members are required for relief lists at each location and may limit the amount of relief list a member can</p>	<p>The Union proposed to keep seniority as the determining factor in scheduling.</p> <p>Lift the 30 hours cap up to 35 hours.</p> <p>The union proposed members would not be restricted from the number of relief lists they request to be on.</p> <p>The union proposed that disputes could be grieved and the scheduling procedure would only be cancelled by mutual consent.</p>

	<p>For scheduling purposes, forms are mailed out three times a year.</p> <p>For relief scheduling lists, members indicate how many lists they wish to be placed on for multiple work locations.</p>	<p>be on.</p> <p>There would be no time limits on the dispute resolution process.</p> <p>The City can now cancel the Scheduling procedure with notice to the union.</p>	
9.04: Rate of Pay for New or Changed Classifications	This address' newly created classifications and gives the union the ability to grieve the rate of pay.	The City's final offer proposes to delete this Letter.	As a result of the Harmonization Award, the Local proposed red circling for employees negatively impacted by harmonization.
Article 9: Letter of Intent; Rate and Job Classification Harmonization Process	The Letter details the process for identifying job classifications as per Harmonization Award.	The City's final offer proposes to delete this Letter.	As a result of harmonization, the Local proposed red circling for employees negatively impacted by Harmonization.
Letter of Intent – Increment Committee	This Letter provided a process for members to acquire wage increments for each classification.	The City's final offer proposes to delete this Letter.	As a result of harmonization, the Local proposed red circling for employees negatively impacted by Harmonization.
Article 20: Pay Equity	This Article establishes a process to follow legislation.	The City's final offer proposes to delete this Letter.	As a result of harmonization, the Local proposed red circling for employees negatively impacted by Harmonization.
Letter of Intent: Special/Pay Equity Reserve Fund	The Letter establishes a fund to pay-out Pay Equity adjustments.	The City's final offer proposes to delete this Letter.	As a result of harmonization, the Local proposed red circling for employees negatively impacted by Harmonization.
New Manual: Appendix A; Manual for Job Description Evaluation and Wage Administration (New)	N/A	The City's final offer proposes to detail effected job classifications and rates of pay as per the Harmonization Award.	Appended as per Harmonization Award