

# Attachment 1 – Confidential Information

## Summary of Memorandum of Settlement

The Library's bargaining team was successful in negotiating an agreement with the Toronto Public Library Workers Union, Local 4948, CUPE, on the following matters:

### A: ISSUES WITH A MONETARY IMPACT

#### 1. Term of the Agreement

- The parties have negotiated a three (3) year term for the Collective Agreement, January 1, 2009 – December 31, 2011.

#### 2. 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%

#### 3. Shift Bonus

- The parties agreed to increase the shift bonus each year by the same percentage as the general wage increase (1.75% increase in 2009; 2.00% increase in 2010; 2.25% increase in 2011).

#### 4. Illness or Injury Plan (IIP)

- The parties agreed to a new Illness or Injury Plan (IIP), which is a replacement to the existing sick leave plans for the full-time employees and the part-time employees. Pages will not participate in the new Illness or Injury Plan.
- The new Illness or Injury Plan for full-time employees is the same as the plan implemented at the City of Toronto for Local 416 employees. The IIP will be implemented at the Library effective April 1, 2010.
- The Illness or Injury Plan for part-time employees is modelled on the plan for part-time employees in the City's Local 79, but takes into account different terms and conditions of employment for the Library's part-time employees. Nevertheless the Library plan is consistent with the City plan by moving all new qualified part-time employees on to the IIP and also does not extend the sick bank payout to any new employees.

- In the part-time plan, employees must work 910 hours each calendar year in order to remain in the IIP. In the event that a part-time employee does not work the IIP threshold of 910 hours, she does not qualify for IIP coverage in the following year and will receive the current collective agreement provision for pay in lieu of sick credits. When she again meets the threshold of 910 hours, she must return to the IIP.
- The new Illness or Injury Plan does not have a sick bank accumulation or sick pay gratuity payout. The new plan is not accumulative and has no cash payout value.
- The new Illness or Injury Plan 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.
- All new qualifying employees hired following ratification of the collective agreement will join the new Illness or Injury Plan.
- Existing employees will have the option to enter into the new Illness or Injury Plan, or they may choose to stay on the existing sick leave plans until such time as they terminate employment with the Library.
- 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 Library.
- 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 of increments of 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. This payout is prorated for part-time employees, based on the number of hours worked in the previous twelve months.
- Pages will receive a lump sum payment in lieu of a sick pay payout based on the number of hours worked in the previous twelve months, to a maximum of \$700.
- The full-time Illness or Injury Plan is similar to the existing short term disability plan provided to management and non-union employees.

##### 5. Dental Benefits and Part-time Benefits

- The parties agreed to an increase in the time between dental recalls, and associated procedures, from every six (6) months to every nine (9) months for employees and dependants over the age of eighteen (18). This savings was applied to a reduction in the employee's share of premium costs for part-time benefits. The split in the employee/employer share of part-time benefit costs is changed from 50% for each party to an employee share of 40% and an employer

share of 60%. The agreement to the 9 month Dental Recall offsets the cost of the increased employer share of part-time benefit premiums.

6. Pregnancy/Parental/Adoption Leave

- The parties agreed to an increase in the employer paid “top-up” of Employment Insurance benefits during pregnancy/parental/adoption leave from 75% to 80%. The agreement to the 9 month Dental Recall offsets the cost of the increased employer paid “top-up” to pregnancy/parental/adoption leave.

7. Extended Health Care Benefits – Laser Eye Surgery

- The parties negotiated contract language which permits an employee to combine a current and a subsequent future entitlement for vision care (for a total of \$900) towards laser eye surgery. This is a one-time, lifetime option.
- The option is cost neutral to the Board. Should an employee leave the employ of the Board prior to being entitled to the vision care coverage of the second benefit period, the amount owing will be deducted from the employee’s final pay. The level of vision care coverage is unchanged.
- The laser eye surgery option may contain future claims for eye-glasses.

8. Post-65 Benefits for Active Employees

- The parties negotiated contract language to confirm the existing levels of benefits coverage for active employees over the age of 65, including Health, Dental, Group Life Insurance and Long Term Disability benefits. There is no extension of benefits coverage to any new groups and there is no cost associated with the new contract language.

9. Language Bonus

- The parties negotiated a small increase in the number of employees eligible for an honorarium of up to \$500 for performing either selection of library materials, cataloguing, transliteration or programming in languages other than English. The cost of the increase in the language bonus is offset by other efficiencies.
- The parties also agreed to extend the length of such assignments from 1 year to 2 years, where the assignment has gone to a person outside of the bargaining unit.

10. Call – no return to work

- The parties negotiated new language to cover circumstances in which an employee is contacted outside of work hours and performs work from her home. In such circumstances, the employee will be paid at the rate of time and one-half (1½) for all time spent on the work call or for a minimum of 30 minutes.
- This provision only applies to employees in the Information Technology Department and to Theatre Liaison Officers.

11. Electronic communications

- The parties agreed to provide e-mail accounts to all Pages and to send out electronically all notices required under the Collective Agreement, including job postings. Paper copies will be eliminated wherever feasible. The cost of providing e-mail accounts to the Pages will be offset by savings in the cost of producing paper copies.

12. Superior Duty Assignment

- The parties agreed to an increase in the annual lump sum payment for in-charge responsibilities for Senior Library Assistants from \$1,000 to \$1,200. The cost of the increase in the payment for in-charge responsibilities is offset by other efficiencies.
- The lump sum payment is prorated for part-time employees and for a partial year of service.

13. Uniforms

- The parties agreed to provide rubber boots, toques and sun-screen to employees in the Facilities Department and other employees who are required to work outside.

14. Contracting In/Out and Continuous Improvement

- There was no change in the collective agreement language regarding contracting out.
- In the letter of understanding regarding contracting in/out and continuous improvement the parties agreed to recognize the priority given to looking at options for the contracting in of custodian services in the event funding is received.

15. Tuition Reimbursement

- The parties agreed to an increase of \$500 to tuition reimbursement in each year of the collective agreement.

**B: NON-MONETARY ISSUES**

16. Full-time Jobs

- The Board agreed to create during the term of the collective agreement thirty-two (32) new full-time jobs
- The new full-time jobs will be created within the Library's existing budget and establishment of positions; and/or there will be new positions added as a result of the re-opening of branches following renovations or the opening of new branches.
- Some of the new jobs will be created by the conversion of part-time jobs into full-time jobs
- Seven (7) of the 32 new jobs have been created in 2009.
- The Union agreed to hours of work and work locations changes which address scheduling concerns
- During the term of the collective agreement the parties will meet to review other opportunities for the creation of full-time jobs, including a review of part-time hours, scheduling efficiencies and hours of work issues

17. Extended Branch Open Hours

- The parties agreed to amendments to the collective agreement to allow for the opening of library branches beyond 8:30 p.m., and for an expansion of Sunday hours, in the event that funding is received to extend branch open hours
- The parties agreed to an extension of open hours to 10:00 p.m., Monday to Friday; and on Sundays from 12:00 noon to 5:00 p.m.
- Funding for late night hours will be used to create new full-time and part-time positions
- All hours beyond 8:30 p.m. will be voluntary. Positions for these late night hours will be posted in accordance with the collective agreement.
- The shift premium for the hours between 8:30 p.m. and 10:00 p.m. will be \$1.50 per hour.
- Suitable measures, including security guards will be put in place to ensure the safety of all employees working beyond 8:30 p.m.
- Expansion of Sunday service will be in accordance with current collective agreement provisions

## 18. Career Paths

- The parties agreed to a number of new training programs to support staff career development.
- There will be training programs for Library Assistants and the various classifications of branch heads, and a career orientation workshop for Pages.
- There also will be a mentorship program for new librarians and annual information forums on children's services and collection development.
- The parties will review the training programs twelve months after implementation.
- Related to the issue of career paths, the parties agreed to a procedure to allow up to 3 employees to take unpaid leave to attend a Masters' of Library Studies program and 1 employee to take unpaid leave to attend another job related education program.

## 19. Workplace Violence Prevention and Response

- The parties agreed to a new procedure to deal with workplace violence prevention and response. The procedure provides a larger role to the Joint Health and Safety Committees in the hazard assessment and crisis prevention, investigation of workplace incidents, and response and staff support.
- The new procedure will satisfy the requirements of the proposed new Ontario legislation, Bill 168, *An Act to amend the Occupational Health and Safety Act with respect to violence and harassment in the workplace and other matters*.
- The parties agreed to conduct an annual public campaign against workplace violence. The campaign will coincide with the annual National Day of Mourning (April 28) and will include promotional materials such as bookmarks and displays.
- The goal of the campaign is to increase public awareness about workplace violence and thank library users for maintaining a safe and respectful environment at the Library.
- The parties also agreed to work jointly on educational workshops about mental health issues in the workplace.

## 20. Quarantine Leave

- The parties agreed to grant a leave of absence with pay to an employee who experiences lost work time as a result of being quarantined by the Medical Officer of Health, under applicable legislation, for a job related incident.

## 21. Efficiencies

- The parties agreed to a number of other changes in the collective agreement which result in operational efficiencies for the Library. Some of the efficiencies are listed below:
  - The parties agreed to extend the hours of operation in the Marketing and Communications and the Web Services departments;
  - The parties agreed to scheduling efficiencies regarding Saturday work in the implementation of the program entitled “Permanent Employees without Permanent Positions”;
  - There are new time limits for an employee to accept a job offer;
  - There is no requirement to re-post where a vacancy occurs within 30 days of the initial appointment;
  - There is a significant streamlining in the appointment process for Sunday hours;
  - The process for an employee to join the extra hours list is streamlined;
  - There is new clarification of the equivalency between full-time and part-time vacation scheduling, which makes the administration of part-time vacation more straightforward;
  - There is a more equitable distribution of summer vacation time, based on seniority, which makes the administration of vacation easier;
  - The process for the recovery of an overpayment to an employee is made more efficient;
  - The seniority list and other notices related to the collective agreement are sent out electronically. Most paper copies are eliminated;
  - The Human Rights and Harassment Policy is updated to reflect the recent changes in the *Ontario Human Rights Code*.