

MEMORANDUM OF SETTLEMENT

Between:

THE CORPORATION OF THE CITY OF MISSISSAUGA

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 66-02

July 26, 2024

The parties herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute and the undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum to their respective principals. The parties herein agree that the term of the Collective Agreement shall be from **April 1, 2023 to March 31, 2027**. The date of ratification will be the date that the Mayor and City Council ratify which is the date following the Unions ratification vote. Retroactive wage adjustments will be made within ninety (90) days and will only be extended to those bargaining unit employees who are active on payroll, retired, the estate of deceased members or those employees who have been approved and are in receipt of LTD during the term of the Collective Agreement. The Parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on March 31, 2023, and the following amendments are incorporated:

Signed this 26th day of July 2024, in the City of Mississauga at 8:00 pm

For the Union

D. Taddeo

Domenic Taddeo (Jul 30, 2024 09:17 EDT)

Domenic Taddeo

David Currell

David Currell (Jul 30, 2024 12:37 EDT)

David Currell

J. Matesa

J. Matesa (Jul 30, 2024 09:39 EDT)

Jaz Matesa

Giuliana Power

Giuliana Power (Jul 30, 2024 09:09 EDT)

Giuliana Carere

Marie Lorenzo

For the Corporation

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

The Parties agree to a **four (4) year term** with economic wage adjustment increases to be applied to the schedule of rates as follows:

- Effective and retroactive to **April 1, 2023, 3%** wage increase for all classifications
- Effective and retroactive to **April 1, 2024, 3%** wage increase for all classifications
- Effective **April 1, 2025, 3%** wage increase for all classifications.
- Effective **April 1, 2026, 3%** wage increase for all classifications.

Wage Progression

For the term of the Collective Agreement, employees who have at least one (1) year of service on the above-noted dates will continue to progress through their range by an additional increase of 2% to the maximum of the range on such dates.

1. **Memorandum Item Only: Within 180 days of the ratification of this agreement, the Parties agree to meet to discuss any outstanding matters of Pay Equity.**
2. Memorandum Item Only: Prior to the expiry of the Collective Agreement, the parties agree to meet to discuss future bargaining priorities related to seniority based pay.
3. The parties agree to update the job titles throughout the collective agreement as follows:

Current Job Title	Updated Job Title
Animal Services Officer	Field Services Officer
Animal Services Shelter Officer	Shelter Services Officer
Team Leader	Team Lead, Shelter Services

4. ADMINISTRATIVE CHANGES ONLY

(SIGNED NOVEMBER 2, 2023)

The parties have agreed to amend the language in the collective agreement to reflect gender neutral pronouns, where applicable, so any language referring to she/he or him/her be changed to they/them.

The parties agree to amend the language of the collective agreement to remove any effective dates which are redundant or superseded as noted in the following articles:
35.02 – Respectful Workplace and Workplace Violence

(SIGNED FEBRUARY 29, 2024)

The parties agree to create subsections for the following articles in the collective agreement that are longer in length merely for ease of reference: Article 21.01, Article 22, Article 31, Article 32, and Article 33.

5. ARTICLE 11 – COMPLAINT AND GRIEVANCE PROCEDURE (SIGNED
FEBRUARY 29, 2024)

11.02 All grievances must be in writing, on an ~~an approved~~ **grievance** form (except Step 1) and dealt with in the following manner:

a) **STEP 1**

The Employee involved shall within seven (7) calendar days of the date of the incident giving rise to the complaint or the date that the incident should reasonably have been known to the employee, informally discuss the complaint with their Supervisor. The employee may bring a union steward. The Supervisor shall give an answer by email to the Employee within seven (7) calendar days following the date of the meeting.

b) **STEP 2**

If the Employee is not satisfied with the Supervisor's answer to the complaint, the complaint must be stated in writing on the approved grievance form and submitted to the Manager within seven (7) calendar days after the Supervisor gives an answer at Step 1. All Grievances shall be in writing and on the ~~approved~~ grievance form and must be signed by the Employee (or their designate/Officer of the Union) and the Union. All Grievances shall contain the Article of the Collective Agreement, legislation or policies that apply to members of the bargaining unit alleged to have been violated, the nature of the grievance and the remedy requested. The Grievance Form shall be presented to the Manager by the Union. The Manager will meet within seven (7) calendar days after receipt, with the Employee (and/or their designate/Officer of the Union), Union and other representatives of the Corporation who the Manager deems necessary, and shall have a further seven (7) calendar days from the date of the meeting to answer the grievance in writing.

If the Union is satisfied with the response, the Union will also advise in writing that the grievance has been withdrawn within seven (7) calendar days.

If the Union is not satisfied with the Manager's written response given at Step 2, the Union must within seven (7) calendar days following the date at which the Manager's written response was issued, indicate in writing that the grievance is proceeding to Step 3.

c) **STEP 3**

Within seven (7) calendar days of the notification, the Director of Enforcement or their designate will arrange a meeting with the CUPE National Representative or their designate. Other representatives of the Corporation may also attend this meeting. The Employee concerned will attend the meeting if their attendance is requested in advance by either Party. The Director shall have seven (7) calendar days following the Step 3 meeting, to give a response to the grievance in writing.

If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either party may within seven (7) calendar days, refer the grievance to arbitration with the provisions contained in [Article 13](#).

If the Union is satisfied with the response, the Union will also advise in writing that the grievance has been withdrawn within seven (7) calendar days.

Any of the time allowances provided in this Article may be extended by mutual agreement.

11.03 GROUP GRIEVANCE

Where a number of employees have the same grievance and each employee would be entitled to grieve separately, the Union may present a group grievance in writing and on the approved form. The grievance shall include the circumstances giving rise to the grievance, the remedy sought, the names of the known individuals affected at the time the grievance is filed, and should include the provisions of the Agreement generally to be relied upon. Such grievances shall be initiated at Step 1 and the Union may assign a maximum of two (2) grievors to represent the group. **The union reserves the right to add the names of other grievors as they become known until the grievance has been referred to Step 3.**

6. ARTICLE 21 – POSTING OF JOB VACANCIES

21.01 Full-Time Vacancies

When a vacancy occurs, the Corporation will post the position on the ~~Union bulletin board~~ and via the intranet **and mass email**, as outlined below:

(...)

7. ARTICLE 22 – WORK OUTSIDE OF THE BARGAINING UNIT (SIGNED FEBRUARY 29, 2024)

22.01 If an employee is temporarily transferred to a position outside of the bargaining unit, they shall retain their seniority within the bargaining unit for a period of up to six (6) months.

During this six (6) month period the employee shall pay union dues in accordance with Article 10.

The employee shall have the right to return to their former position in the bargaining unit at any time during the six (6) month period. **Such request to return to their former position shall be made in writing to the Manager or designate a minimum of two (2) weeks prior to the effective date.**

Where mutually agreeable by the Parties, the temporary transfer may be extended beyond six (6) months up to a maximum of one (1) year.

The Union agrees that the filling of vacancies outside the bargaining unit, with respect to this Article, will not be subject to the grievance procedure.

NEW:

22.02 During the duration of the temporary transfer or temporary position, the employee may provide coaching and functional guidance while acting in a supervisory capacity but will not issue formal disciplinary documentation or discharge fellow bargaining unit members.

8. ARTICLE 24 – HOURS OF WORK (SIGNED DECEMBER 4, 2023)

The parties have agreed to the following amendment:

Definitions

24.01 “Full-time employees” means employees covered by the Collective Agreement who are regularly scheduled to work thirty five (35) or forty (40) hours per week dependent on their classification.

24.02 “Part-time employees” means employees covered by the Collective Agreement may be regularly scheduled to work less than thirty-five (35) hours per week.

24.03 “Emergency” shall include forecasted or sudden storms, floods or the potential thereof, ~~the unexpected absence of a staff member~~ and danger or potential danger to life and/or property or as otherwise defined by Corporation Policies and By-Laws.

Full-Time Employees

24.04 The normal work week may consist of shifts scheduled in 7, 8 or 10 hours per shift, based on classification. Full-time employees shall choose schedule shifts by seniority based on a 24/7 continuous operation.

24.05 The Corporation shall provide no less than sixty (60) days’ notice to employees of any changes to the full-time schedule. Whenever changes are made to the schedule, employees will be given the chance to choose shifts by seniority as per Article 24.04.

Part-Time Employees

24.06 Part-time employees shall provide their availability to work a minimum of two (2) shifts per week. Occasional exceptions are subject to management approval. Shifts shall be assigned to employees by seniority based on staff availability in a 24/7 continuous operation. **In the event that shifts remain open that are required to be filled, the Corporation may assign part-time staff to these shifts in order of reverse seniority. Such assigned shifts shall not be subject to the drop shift provision 26.02.**

The parties agree to create a new title for a subsection on the call out procedure as follows:

CALL OUT PROCEDURE (FULL-TIME AND PART-TIME EMPLOYEES)

24.08 In the event that hours of work become available that are not immediate, that the Corporation elects to fill, a call out will be made as follows:

- a) First, to part-time staff, in order of seniority, for additional hours up to a maximum of forty (40) hours/week. If the hours the Corporation elects to fill are still available, then;
- b) The remaining available hours may be offered to other staff using a blended seniority list which includes both fulltime and part-time staff. Part-time staff may exceed forty (40) hours/week.
- c) If the work is declined by both full-time and part-time staff, the Corporation shall assign the work to staff in reverse order of seniority using a blended seniority list which includes both fulltime and part-time staff. Such work shall be subject to the overtime provision in Article 25. **Such assigned shifts shall not be subject to the drop shift provision 26.02.**

The parties agree to create a new title for a subsection on training as follows:

MANDATORY TRAINING

24.09 When mandatory training is required that necessitates a schedule change, the Corporation may provide no less than thirty (30) days notice.

9. **ARTICLE 25 – OVERTIME (SIGNED DECEMBER 4, 2023)**

The parties have agreed to the following amendment:

NEW

25.03 The Corporation shall make every reasonable effort to distribute overtime work as equally as practical on a rotational basis among the employees, subject to the Employment Standards Act, 2000 as amended.

10. **ARTICLE 26 – SHIFT EXCHANGES (SIGNED DECEMBER 4, 2023)**

The parties have agreed to the following amendment:

26.01 Requests for shift exchanges within a posted schedule must be submitted at least forty-eight (48) hours in advance of the shift exchange, unless otherwise approved by the Manager, or designate, and cannot result in increased cost to the Corporation. In the event of a shift exchange over a long weekend, requests must

be submitted at least seventy-two (72) hours in advance. The requirement of advance notice may be waived at the Corporation's discretion. **A shift exchange must occur within the same week of the originally scheduled shift date. Once a shift exchange has been approved, an employee may not drop the exchanged shift.**

- 26.02 **Part-time** Employees may drop a maximum of two (2) shifts in a posted schedule with at least seventy-two (72) hours' notice but must maintain the requirement of working at least two (2) shifts a week.

11. ARTICLE 27 – LIEU TIME (FULL-TIME EMPLOYEES) (SIGNED APRIL 5, 2024)

- 27.01 Lieu time is time taken off work with pay, in lieu of accepting overtime pay. Lieu time is banked at time and one half (1 ½) for authorized overtime hours worked. An employee may bank a maximum of eighty (80) lieu time hours in any given calendar year. No lieu time may be carried over to the next calendar year. Any overtime banked will be paid, at any time during the year, upon the request of the employee. Any request for exceptions to the payout and carry-over provisions must be provided in writing to the Director of Enforcement or designate.

Employees are required to request prior approval from their Supervisor or designate ~~at least seventy-two (72) hours' in advance of when they intend to use their lieu time.~~ Last minute requests will be given consideration by the Supervisor or designate.

Changes to the submission process are subject to management's discretion and will be communicated to staff.

12. ARTICLE 30 – LEAVES OF ABSENCE

Bereavement Leave

- 30.04 a) A full-time employee will be allowed five (5) days off with pay in the event of a death of their ~~father, mother~~ **parent or person in loco parentis**, spouse, or child to make arrangements for and/or to attend the funeral.
- b) A full-time employee will be allowed three (3) days off with pay in the event of a death of their sister, brother, ~~mother-in-law or father-in-law~~ **parent-in-law** and grandchild or grandparent to make arrangements for and/or to attend the funeral.
- c) A full-time employee will be allowed one (1) day off with pay in the event of the death of their son-in-law, daughter-in-law, sister-in-law, brother-in-law, to make arrangements for and/or to attend the funeral.
- d) The Corporation may require proof of death and in any circumstance, only regular scheduled working time missed shall be paid for. Additional leave of absence, without pay, may be considered upon request to the Director of Enforcement.

e) ~~Part-time employees shall be granted paid bereavement leave for their consecutive scheduled shifts in accordance with City Policy 01-06-02, as amended.~~ **Part-time employees shall be granted the above listed consecutive days of bereavement leave, however will be compensated according to their scheduled shifts.**

13. ARTICLE 31 – PAID HOLIDAYS

31.01

New Year's Day	Canada Day	Christmas Day
Family Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	*National Day of Truth and Reconciliation
Victoria Day	Thanksgiving Day	

(...)

***Subject to the continued approval of Corporation, the Corporation will observe the National Day for Truth and Reconciliation as a paid holiday for all intents and purposes as outlined under this article of the Collective Agreement.**

***The future observance of the National Day for Truth and Reconciliation is subject to the continued approval of City Council and any applicable governing legislation that is in effect at such time.**

31.02

New Year's Day	Canada Day	Christmas Day
Family Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	*National Day of Truth and Reconciliation
Victoria Day	Thanksgiving Day	

(...)

***Subject to the continued approval of Corporation, the Corporation will observe the National Day for Truth and Reconciliation as a paid holiday for all intents and purposes as outlined under this article of the Collective Agreement.**

***The future observance of the National Day for Truth and Reconciliation is subject to the continued approval of City Council and any applicable governing legislation that is in effect at such time.**

14. ARTICLE 32 – VACATION

32.01 **Full-Time Employees**

The following provisions will be effective 90 days from date of ratification:

Vacation credits shall accumulate based on the employee's years of service. A vacation credit is defined as "a specific unit of time to be used for vacation purposes". Vacation credits accrue for each full month of active service between an employee's vacation anniversary date. Vacation credits for full-time employees will accumulate on the following basis: *[maintains status quo]*

35 Hour Classifications:

Years of Service	Vacation Credits (Hours Per Month)	Maximum Vacation Credits (Hours Per Year)
Upon Hire	8.75 11.67 hours	105 140 hours
After 7 years Upon 7th anniversary	11.67 14.58 hours	140 175 hours
After 15 years Upon 14th anniversary	14.58 17.5 hours	175 210 hours
After 22 years	17.5 hours	210 hours

40 Hour Classifications:

Years of Service	Vacation Credits (Hours Per Month)	Maximum Vacation Credits (Hours Per Year)
Upon Hire	10 13.33 hours	120 160 hours
After 7 years Upon 7th anniversary	13.33 16.67 hours	160 200 hours
After 15 years Upon 14th anniversary	16.67 20 hours	200 240 hours
After 22 years	20 hours	240 hours

(...)

An employee who is seriously ill or injured while on vacation may be entitled to re-schedule all or part of the vacation based on the recommendation of the Manager, Employee Health Services, and the approval of the Supervisor and Director. Medical certification must be provided.

If a death of a relative occurs while the employee is on vacation, the employee is entitled to re-schedule vacation days equivalent to the number of days allowable under Article 30.

Vacation requests will be approved in order of seniority, as long as they are submitted by January 31. Any requests received after that will be considered on a first-come, first-served basis. ~~credits earned may be taken at any time when approved by the Manager or their designate. Vacation credits not yet earned cannot be taken.~~ All credits earned in one (1) calendar year must be used by December 31st of the following year, unless otherwise approved by the Manager or their designate. On December 31st of each year, any vacation credits in excess of those earned in the current calendar year will be forfeited by the employee, unless the Manager or their designate have approved a carry-over, in writing.

Changes to the submission process are subject to management's discretion and will be communicated to staff.

Accrual of vacation credits ceases when employees have exhausted their short-term disability income and at the employee's request are paid for all unused vacation credits.

Upon termination of employment, payment is made for the balance of unused vacation credits at the date of termination.

Employees must submit their vacation requests in advance of their vacation.

(SIGNED FEBRUARY 29, 2024)

32.02 Part-Time Employees

a) Vacation pay will be calculated and paid to the employee in accordance with the Employment Standards Act, as amended. **Earnings Vacation pay** will be paid to the employee on **their bi-weekly pay dates the final pay of the calendar year.**

b) ~~Payment of accumulated earning may be requested with at least four (4) weeks written notice.~~

Memorandum item only: Bi-weekly vacation payout will be effective January 1, 2025

15. ARTICLE 39 – WAGES

The parties agree that a new classification titled *Shelter Services Representative* will be added to the wage table in Article 39.01.

16. ARTICLE 40 – BENEFITS

The following provisions shall come into effect within 90 days of ratification:

40.01 The Corporation agrees to make available to all full-time actively employed persons the benefits as outlined in Schedule B in accordance with the Master Insurance Policy effective ~~March 9, 2021~~ **[date of ratification]**.

40.02 The Corporation agrees to make available to all active part-time, temporary and full-time contract employees, the benefits as outlined in Schedule C.

17. ARTICLE 41 – DURATION

This Agreement shall remain in full force and effect from ~~April 1, 2019 to March 31, 2023~~ **April 1, 2023 to March 31, 2027**, and shall continue in force from year to year unless, not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party furnishes the other with notice of termination or of proposed revision of this Agreement.

Negotiations shall commence within fifteen (15) days of said notice. In the event such notice is served, this Agreement and all its terms will continue in force until a new agreement is executed or until conciliation has been completed.

18. SCHEDULE B – BENEFITS (FULL-TIME EMPLOYEES)

The following changes will be implemented 90 days from date of ratification:

Major Medical

(...)

Psychologist/ Social Worker/ Psychotherapist	\$1,500/year max \$3,000/year max No per visit maximum, subject to reasonable and customary charges.
Vision Care	<i>The following will be effective January 1, 2025</i> \$400/24 months \$450 every 2 calendar years and exam \$75 90/24 months (12 months for children)
New: Biosimilar Drugs	Biosimilar drug coverage will be provided in accordance with the Master Benefits Contract

Dental (100% City Paid)

(...)

Fee Guide	One year lag (updated January 1) Effective April 1, 2024, the 2023 ODA schedule will apply. Effective April 1, 2025, the 2024 ODA schedule will apply. Effective April 1, 2026, the 2025 ODA schedule will apply.
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New: Family Building Coverage

- \$5,000 combined Life Time Max
- Fertility - Genetic testing, expenses related to egg/embryo/sperm, in-vitro fertilization (IVF)

- Surrogacy - reimburse surrogate for medical expenses (e.g. testing & procedures)

New: Fertility Drugs

- Up to \$7,500/year

New: Gender Affirmation Coverage

- Up to \$10,000 annual maximum and \$50,000 lifetime maximum

New: Enhanced Weight Management Drug Coverage

- \$1,800/year

New: Coverage for Wellness Practitioners

- Indigenous healing practitioners and practices will be covered under the taxable Wellness Account

Personal Spending Account (P.S.A.)/Health Spending Account (H.S.A)

The following will be implemented January 1st following the date of ratification

(...)

- Employees can allocate ~~\$500~~ **700** between P.S.A. and H.S.A. each year
- ~~\$500~~ **700** is pro-rated according to number of months of employment and
- is automatically allocated to H.S.A in year of hire

(...)

- **New: To align with Canada Revenue Agency guidelines, services of licensed reflexologists, homeopaths, athletic therapists, shiatsu therapists, and osteopathic practitioners will be covered under the Health Spending Account and reimbursement for these expenses will be non-taxable**

Retiree Benefit Plan

Major Medical

(...)

New: Biosimilar Drugs	Biosimilar drug coverage will be provided in accordance with the Master Benefits Contract
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Dental (100% City Paid)

(...)

Fee Guide	<p>One year lag (updated January 1)</p> <p>Effective April 1, 2024, the 2023 ODA schedule will apply.</p> <p>Effective April 1, 2025, the 2024 ODA schedule will apply.</p> <p>Effective April 1, 2026, the 2025 ODA schedule will apply.</p>
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19. **SCHEDULE C – BENEFITS (PART-TIME, TEMPORARY AND FULL-TIME CONTRACT EMPLOYEES)**

The following will be implemented 90 days from date of ratification:

(...)

Health Spending Account

The City will provide a Health Spending Account (H.S.A.) for eligible, parttime, temporary, and full-time contract staff. The program will provide eligible employees with access to a \$1,200 H.S.A. as well as the Employee and Family Assistance Program (EFAP) for a specified benefit year.

Eligibility Criteria:

- ~~910~~ **750** hours worked in the qualifying period (August 1 to July 31)
- Long Term Full-time Contract: Scheduled to work a minimum of 1 year at full-time hours (2080 hours)
- Employees must be actively at work and must meet the qualifying criteria each year in order to receive the benefit

20. APPENDIX A – UNION REPRESENTATION WAIVER FORM

The parties agree to the following amendment:

I fully understand this meeting/interview may involve **result in** discipline. With this knowledge, I _____, (print name) do not wish to have Union Representation at this particular meeting/interview.

Date

Employee Number

Employee Signature

Supervisor Signature

~~Union Representative~~

21. APPENDIX B – BENEFITS FOR SCHEDULE B AND SCHEDULE C

This letter will confirm the understanding of the parties concerning the above noted Schedules. The parties agree that should the Corporation provide revisions to the Health and Life Insurance Benefit Plans for its non-union staff during the period of this contract, then the Corporation shall meet with the Union to provide the revisions to the plan and an opportunity to have the revised plan in its entirety granted to the members of this Union.

To review any proposed revisions to the Benefits Plan, as noted above, the Corporation will meet with the Union on the following dates:

Meeting Date: April 1, ~~2024~~ **2025**

Meeting Date: April 1, ~~2022~~ **2026**

22. APPENDIX C – EQUALIZED PAYROLL DEDUCTIONS (RENEWED NOVEMBER 2, 2023)

23. APPENDIX D – INCOME PROTECTION PROGRAM (RENEWED NOVEMBER 2, 2023)

24. APPENDIX E – MERGERS AND AMALGAMATIONS (RENEW)

The following replaces the existing appendix:

The Parties agree that they share a mutual desire to keep each other informed in the event that the Province considers the potential merger or amalgamation of the City of Mississauga with other municipalities. The Employer shall notify the Union in writing as soon as reasonably possible upon becoming aware of the decision to proceed with a significant restructuring. Following such notification, the Employer and the Union agree to convene a meeting to discuss the potential impacts of the significant restructuring on the Union's members within the Animal Services unit. In instances of significant restructuring, CUPE Local 66.02 will endeavor to work with the Employer to have affected Employees' interests considered through the process of significant restructuring. The Union acknowledges that this agreement does not guarantee specific outcomes.

25. APPENDIX F – BANKED TIME FOR PRESIDENT OF CUPE LOCAL 66 (RENEWED NOVEMBER 2, 2023)

The Employer reserves the right to add to, amend, delete and/or modify this proposal as it deems necessary during negotiations.