

MEMORANDUM OF AGREEMENT

BETWEEN

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION
LOCAL 491**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

October 19, 2015

The undersigned representatives of the Canadian Office and Professional Employees Union Local 491 agree to recommend to their membership, and the undersigned representatives of the Canadian Union of Public Employees agree to recommend to the National Executive Board, that the terms of the collective agreement between the parties for the period January 1, 2012 through December 31, 2013, both dates inclusive, be amended to reflect the following provisions and amendments, errors and omissions excepted:

[1] **ARTICLE 2 – UNION RECOGNITION**

Article 2.01 – Definition of the Bargaining Unit

Amend Article 2.01 to read:

- (a) This Agreement shall apply to all full-time and part-time employees of the Employer doing office and clerical work, hired for a period of fifteen (15) hours a week or more, whose duties fall within the classifications listed in Schedule "A", save and except the National Officers, the Managing Director of Human Resources, the Director of Labour Relations, **Senior Labour Relations Officer**, and those employees covered by the Collective Agreements between the Employer and the Canadian Staff Union National Office Component; the Canadian Staff Union; Canadian Staff Union Local 1-BC; Canadian Staff Union Local 1-NL; employees in the Quebec Region; **SEIU Local 2**; the Confidential Employees Union and the Canadian Directors Union.
- (b) Should the Union change its name, affiliate or merge with any other union, or group of unions, preferably within the CLC, the resulting entity shall retain all privileges and rights of the former unions, and the existing collective agreement shall remain in force.
- (c) No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflict with the terms of this Agreement.

[2] **ARTICLE 2 – UNION RECOGNITION**

Article 2.02 - Temporary Employees

Amend Article 2.02 h) to read:

- h) Notwithstanding Article 2.02 (b) (i) employees hired for six (6) months or less will receive **eight percent (8%)** pay in lieu of vacation.

[3] **ARTICLE 3 – LABOUR-MANAGEMENT RELATIONS**

ARTICLE 3.01 – Negotiating Committee

The Employer will recognize a Negotiating Committee of **appointed by the Union up to five (5) members**. No deductions shall be made from the salaries of **six (6) of the** employees **identified by the Union**, for time spent in negotiations. In the event one of the Committee members is unilingual French, the Union will consult in advance with the Employer to propose translation arrangements. If the parties reach a consensus on translation arrangements, the Employer will cost-share the expense with the Union.

[4] ARTICLE 3 – LABOUR-MANAGEMENT RELATIONS

NEW Article 3.05

3.05 Correspondence

- a) All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the National Officers **or their designates** and the President of the Union with copies to be forwarded to the Table Officers of COPE 491.
- b) The Employer will forward to the President, with copies to the Table Officers of COPE 491, the name and address of all newly hired employees at the time of commencement of employment with the Employer. The Employer further agrees to inform the Union in form of a letter of the name of any employee leaving the employ and informing of the reason for the severance of employment when same occurs. The foregoing information shall be provided electronically.
- c) Any correspondence between CUPE and any member of the bargaining unit arising out of this Agreement or incidental thereto shall be copied to the Table Officers of COPE 491. This correspondence may be electronic where applicable.

[5] ARTICLE 5 – UNION SECURITY

5.02 – New Employees

Amend Article 5.02 to read:

(a) Potential Employees

During the interview process, the employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

(b) New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will provide the new employee with the name and contact information of their COPE 491 Regional Vice President (RVP) or Representative, as designated by the Union.

The representative designated by the Union Regional Vice President will be given an opportunity to meet privately in person or via conference call with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty (60) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee. It is understood that no additional lost time or any travel costs will be borne by CUPE.

(c) Notification of New Hires

The Union shall be notified in writing within ten (10) working days of the hiring of any new employee, temporary or permanent, with copies of the correspondence to the Union.

(d) Regular Staff Meetings

The Union will be provided an opportunity to make union announcements at the conclusion of any meeting convened by the Employer provided that the Union's representative is already in approved attendance at the meeting.

[6] **ARTICLE 6 – CHECK-OFF**

NEW Article 6.02

6.02 Dues supporting documentation

Along with the deductions, the Employer will provide an electronic spreadsheet to the Union indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: employee number, employee name, province of employment, last hire date, job status description, position description, regular salary/maternity/vacation bonus, overtime, vacation payouts, and Union dues.

[7] **ARTICLE 7 – SENIORITY**

Amend Article 7.01 to read:

Seniority is defined as the length of service with the Employer in **the COPE** ~~any of the staff union bargaining units. recognized by the Employer.~~ Seniority shall be a major factor in determining preference and priority for promotions, transfers, layoffs, recall and demotion.

[8] **ARTICLE 7 – SENIORITY**

Article 7.02 – Probationary Period

Amend Article 7.02 to read:

All new employees will be considered on a probationary period for the first sixty (60) days **actually worked in** their employment. If retained after the probationary period, an employee becomes a member of the regular working staff with full seniority status, dating from the first day of employment. However, in the case of an employee hired subsequent to a vacancy created by the transfer of an employee outside of the bargaining unit, such transferred employee may exercise their right to return to the bargaining unit as specified in Article 7.08. The former employee may be terminated regardless of the fact that they may have completed their sixty (60) days probationary period.

[9] **ARTICLE 7 – SENIORITY**

Article 7.03 – Seniority List

Amend 7.03 to read:

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced with the Employer. An up-to-date seniority list shall be sent to all employees for their information **April 30th of** each year in an electronic form.

[10] ARTICLE 8 – STAFF CHANGES AND PROMOTIONS

Renumber existing language 8.08 a) and add NEW language under 8.08 b)

8.08 a) Where new classifications are created or current positions reclassified, the Employer shall advise the Union in writing at least sixty (60) days in advance of the creation or reclassification of the position, of the nature of the position(s), the conditions of employment and the proposed wage rate. In the event that the Union disagrees with the proposed conditions of employment or wage rate, the Union will notify the Employer in writing of the nature of this disagreement and the conditions of employment and wage rate for the position shall be subject to negotiations between the parties.

If the parties are unable to negotiate the conditions of employment and wage rate for the position(s) in question within thirty (30) days of the original notice for the Employer, either party may refer the dispute to arbitration.

The arbitrator shall have the authority to set the conditions of employment and wage rate for the position in question and to order compensation for any person or persons who may be affected.

b) **Whenever a new permanent position within existing classifications is approved by the NEB the employer will provide official notification of same to the union in writing.**

[11] ARTICLE 8 – STAFF CHANGES AND PROMOTIONS

Article 8.09 – Job Postings

Amend 8.09 e) to read:

- e) (i) For the first thirty (30) days, payment of **one hundred percent (100%)** of hotel room, single occupancy, plus payment of the in-town meal allowance.
- (ii) For the next thirty (30) days, payment of **fifty percent (50%)** of hotel room, single occupancy, plus payment of the in-town meal allowance.
- (iii) For the next thirty (30) days, a living-out allowance of **one hundred dollars (\$100.00)** per week will be reimbursed to the employee, plus payment of the in-town meal allowance.

[12] ARTICLE 9 – DISCHARGES, SUSPENSION AND DISCIPLINE

Amend Article 9.02 to read:

- (a) When any person or group of persons make written slanderous or derogatory statements pertaining to any member of the Canadian Office and Professional Employees Union, Local 491, the ~~National Officers~~ **appropriate Managing Director or designate** shall immediately forward to the employee concerned, and the Union, in writing, a copy of such statements and their source, and shall advise if an investigation will be conducted. In the event the Employer initiates a disciplinary action, the employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action and/or penalty, with a copy to the Secretary of the Union.
- (b) Any verbal complaint from any person or group of persons which will give rise to any disciplinary action against an employee must be put in writing by the complainant before any such disciplinary action is undertaken.
- (c) Any employee appearing before the Employer or Employer representative as a witness in an investigation may choose to be accompanied by a representative of the Union.

[13] ARTICLE 11 – WAGES AND ALLOWANCES

Article 11.05 – Overtime Meal and Transportation Allowances

Amend Article 11.05 to read:

- (a) An employee, if required to work overtime two (2) hours or more before or after scheduled hours, shall be given a meal allowance of \$6.00 and up to \$10.00 for transportation with a receipt. If an employee is required to work after midnight they shall be given an additional meal allowance of \$6.00.
- (b) An employee, if required to work overtime four (4) hours or more on a Saturday, Sunday or statutory holiday, shall be given a meal allowance of \$6.00.
- (c) ~~Employees at the National Office who are required to work overtime after normal working hours or weekends will be permitted to use the indoor parking facilities during such overtime work, space permitting.~~

[14] ARTICLE 11 – WAGES AND ALLOWANCES

Article 11.07 – Expense Allowance

Amend 11.07 a) to read:

- a) An employee requested to work out of town shall be paid incidental expenses of **eighty-six dollars (\$86.00)** exclusive of hotel costs.

[15] ARTICLE 11 – WAGES AND ALLOWANCES

11.08 Cost-of-Living Bonus

Salaries will be increased or decreased by \$3.67 per week for each point or major portion thereof. A review for this purpose shall be made at six (6) month intervals as of the date the contract takes effect. In no case will salaries be reduced below the contract rate. The base cost-of-living index figures will be the Statistics Canada figure for January 1st, 2002. A buffer of seven (7) per cent shall apply beyond the figure published for the month of December 2013; namely **122.8** (2002 base = 100). **Re-accumulation** of \$3.67 per week for each point or major portion thereof shall recommence at **131.4**. A further buffer of seven (7) per cent shall apply beyond the figure published for the month of December 2014.

[16] ARTICLE 13 – VACATIONS

13.02 – Vacation Bonus

(Effective January 1, 2016) Amend Article 13.02 to read:

In addition to pay for the above, there shall be an additional payment of \$200.00 for every week of vacation entitlement to be known as vacation bonus. ~~The employee will have the choice of receiving their bonus either on their anniversary date or~~ **Employees will receive the vacation bonus** in the first pay period in June of each year. ~~The employee shall make their choice known to the Employer no later than April 30, in any given year.~~ The vacation bonus payments will be included as a pensionable earning.

[17] ARTICLE 13 – VACATIONS

Amend Article 13.07 to read:

13.07 Casual Leave Vacation Requests

Employees shall request vacation in blocks of five (5) or more consecutive days, or in the case of a paid holiday falling in the week requested, four (4) or more consecutive days. ~~entitled to fifteen (15) or more working days of vacation in any vacation year may take seven (7) of such days as casual leave.~~ **Requests for vacation of less than five (5) or four (4) days as the case may be, will be considered up to a maximum of ten (10) of such days in a year, provided adequate notice has been given and the work requirements are such that it is practicable to do so.**

[18] ARTICLE 13 – VACATIONS

Article 13.10 – Preference in Vacations

Amend Article 13.10 to read:

Every effort will be made, subject to the requirements of the operation, to allow employees to take earned vacation at a time of their choice. Seniority shall be the deciding factor for employees wishing to take earned vacation providing the leave form is submitted before March 1st of each year for vacation leave between the following May 1st and October 31st, and providing the leave form is submitted before September 1st for vacation leave between the following November 1st and April 30th.

In applying seniority as the deciding factor for timely requests, the following principles will be in effect:

- a) If a conflict arises in relation to requests for the same blocks of time, seniority will be determinative;**
- b) If a conflict arises in relation to requests for single days or less than five (5), or four (4) days, as the case may be, and a block overlapping the same time, seniority will be determinative only to a maximum of five (5) days in total per year after which seniority will not be the determining factor.**

[19] ARTICLE 16 – LEAVE OF ABSENCE

Article 16.02 – Bereavement Leave

Amend Article 16.02 to read:

An employee shall be granted leave without loss of pay and benefits in the case of the death of:

- (a) parent, spouse, fiancé(e), child, former guardian - five (5) working days;
- (b) brother, sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, ward - three (3) working days;
- (c) aunt, uncle, niece, nephew - one (1) working day.

Where the burial occurs out of town and the employee attends the funeral, such leave shall include, as well, reasonable travelling time.

An employee shall be granted leave of one (1) working day without loss of pay or benefits in the case of the death of a person with whom they have had a very close relationship. In addition to the one (1) day leave, an employee may apply under Article 13.07 – **Vacation Requests** to use up to two (2) days' **vacation**.

[20] ARTICLE 18 – PROTECTIVE CLOTHING

Amend Article 18.01 to read:

Any employee who is required to use **CUPE provided equipment** reproduction or duplicating machines will be supplied with a smock, ~~shoes~~ **gloves** or other protective ~~clothing~~ **apparel as required** at the expense of the Employer.

[21] ARTICLE 23 – NO DISCRIMINATION

ARTICLE 23.02 – Harassment

Amend Article 23.02 to read:

It is the policy of CUPE as an employer to ensure that the working environment is conducive to the performance of work and is such that employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the **workforce** to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure that victims of harassment are able to register complaints without reprisal.

a) Definition of Harassment

- Harassment means any objectionable conduct, comments or display by a person that is directed at a worker; and is made on the basis of race, creed, language, religion, political affiliation or activity, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, union activity; or any other reasons;
- Is repeated intentional, sexually oriented practice that undermines an Employee's health, job performance or workplace relationships or endangers an Employee's employment status or potential; or
- Is repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; or
- Constitutes a threat to the health or safety of the worker.

b) Shared Responsibility

The Employer, employees and the Union acknowledge a shared responsibility to:

- promote a safe, abuse-free working environment;
- uphold the philosophy of zero tolerance of harassment.

c) Co-operation

Employees and the Union representatives will be expected to co-operate with Management in identifying situations, reporting promptly and disclosing all information in order to facilitate the investigation.

d) **Policy**

The Employer shall ensure a policy is developed to address the issue of workplace harassment. The policy should include, amongst others, a policy statement, the scope of the policy, definitions, roles and responsibilities, the complaints procedures, the time limits and the training.

Failure to resolve shall result in the initiation of a formal investigation as per Appendix “G”.

The parties to this Agreement will work together to ensure that all employees and CUPE members understand their personal responsibility to promote a harassment-free working environment.

[22] **ARTICLE 24 – GENERAL**

ARTICLE 24.05 – Affirmative Action

Amend Article 24.05 to read:

A joint Employment Equity Committee, consisting of ~~one (1) member appointed by each of the Unions and three (3) members appointed by the Employer~~ **two members appointed by COPE 491, two (2) members appointed by the CSU, two (2) members appointed by the CSU National Office Component, two members appointed by Unifor, and six (6) members appointed by the Employer** will be established upon ratification of the collective agreement and will meet regularly in order to complete a set of recommendations to deal with recruitment, hiring, training and promotion of the target groups, i.e., women; workers of colour; Aboriginal workers; workers with disabilities; gays, lesbians, bisexual and transgendered workers, which will be forwarded to the CUPE National Officers and to each of the Union Executives for consideration.

The Employer will assume all costs related to the functioning of the Committee, and agrees to provide information necessary to the Committee in order for it to fulfill its mandate.

[23] Delete Appendix "J":

APPENDIX "J" – ARBITRATORS

British Columbia	Alberta
Judi Korbin	David Elliott
Marguerite Jackson	Allen Ponak
Vince Ready	Phyllis Smith

Saskatchewan	Manitoba
Dan Ish	Donald Baizley
Ken Norman	Paul Teskey

Ontario	Atlantic/Maritimes
Felicity Briggs	Brian D. Bruce
Gerald Charney	Bruce Outhouse
Paula Knopf	Dr. Raneer Panjabi
Gail Brent	Milton Vienot

[24] Amend Appendix "T" as follows:

APPENDIX "T" - LETTER OF UNDERSTANDING - CRA MAXIMUM PENSION

Effective January 1, 2006 the lifetime pension maximum increased to the **Canada Revenue Agency (CRA)** maximum for all past and future service.

[25] Amend Appendix "V" to read:

[HOUSEKEEPING]

**APPENDIX "V" - LETTER OF UNDERSTANDING -
RE: TEMPORARY EMPLOYEES / TEMPORARY POSITIONS**

The parties agree to establish an ad hoc committee comprised of two (2) representatives from COPE Local 491 and two (2) representatives from CUPE, to review all current temporary positions which have continued for a period of eighteen (18) months or longer, and all current temporary vacancies which have continued for a period of 24 months or longer, and to make joint recommendations to CUPE on how best to regulate these situations which could include, among a number of possible alternatives, the posting of some of these temporary positions and/or vacancies on a permanent basis.

It is further agreed that this ad hoc committee should meet and complete its recommendations not later than 90 days following ratification of this agreement. Members of the committee shall suffer no loss of salary while carrying out their functions. In addition, the Employer will assume all costs related to the functioning of the committee.

~~The parties further agree that no less than two permanent positions will be posted within 90 days of ratification of this agreement.~~

[26] BENEFITS (Effective one month following ratification)

Vision: \$500 increased to **\$750**

Hearing Aids

- **\$3,000** flat rate per ear every five years
- Deduct offset for any provincial subsidy program

Dental: add coverage for implants at **75%**

[27] PENSION (REVISED October 16, 2015)

APPENDIX “Z” - MINIMUM PENSION

A one time payment in **2014 and 2015** shall be paid from the CUPE Pension Plan surplus to provide for a minimum annual CUPE Pension Plan Benefit of \$15,000 to retirees whose annual CUPE Pension Plan Benefits are less than \$15,000. The above notwithstanding such payments shall be made only to those retirees who received a similar payment in 1999.

SOLVENCY DEFICIENCY

CUPE, CSU and COPE491 will meet as necessary during the operation of this Agreement with actuarial and legal services, as required, to identify potential approaches to mitigate or eliminate solvency funding requirements for CEPP so as to facilitate restoration of pension indexing.

The CEPP Joint Board of Trustees will be asked to have their actuary and legal counsel, as appropriate, participate in this process.

Each party will bear their respective costs of this process, except to the extent that the Joint Board of Trustees agrees that some or all the costs be paid from the CEPP Pension Fund.

[28] Wages

Year 1 (Effective January 1, 2014): increase by 1.5%

Year 2 (Effective January 1, 2015): increase by 1.5%

[29] Term of Agreement

Two years

All amendments and provisions take effect on date of ratification unless otherwise noted.

Signed this 19th day of October, 2015, in Toronto.

For CUPE:

For COPE 491:

:sk/ceu