

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

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

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**November 28, 2018**

**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, 2016 through December 31, 2017, both dates inclusive, be amended to reflect the following provisions and amendments, errors and omissions excepted:**

[1] ARTICLE 2 – UNION RECOGNITION

Article 2.02 – Temporary Employees

Delete Appendix “V” and incorporate the identical language into the collective agreement as a new 2.02 (b)(v):

~~APPENDIX “V” – LETTER OF UNDERSTANDING – TEMPORARY EMPLOYEES~~

2.02

- (b) (v) A long-term temporary employee with more than 24 months/2 years continuous employment will be retained over short term temporary employees in the same or lower classification who work at the same location, providing they can adequately perform the job.

[2] ARTICLE 2 – UNION RECOGNITION

Delete Article 24.01 and move identical language to new 2.09:

~~24.01~~ 2.09 Union Label

The COPE Local 491 union label shall be included on all work performed by a member of the Union.

[3] ARTICLE 3 – LABOUR-MANAGEMENT RELATIONS

Amend Article 3.04 to read:

3.04 Leave Without Loss of Pay for Union Activities

- (a) Employees acting as representatives of the Union shall not suffer any loss of pay or benefits in the following instances:
  - (i) Up to ~~one hundred (100)~~ **fifty (50)** days per calendar year over the life of the agreement for attendance at conventions and conferences; representation on provincial boards, federations, labour councils or committees; and presidential or executive responsibilities (which may be taken in one-hour increments with a tally provided to the Employer monthly). (Unit as a whole.)
  - (ii) In the case of arbitration, the grievor and a **two (2)** designated representatives from the Union.

- (iii) Up to forty-two (42) days per year over the life of the agreement for the purpose of attending union executive meetings. ~~(Unit as a whole; maximum of three (3) days per person for a maximum of thirteen (13) persons.)~~
- (b) Representatives of the Union required to leave their employment temporarily in order to carry out Union business with the Employer shall suffer no loss of pay for the time so spent.

#### [4] ARTICLE 4 – GRIEVANCE PROCEDURE

Article 4.05 – identify the paragraphs by letters and add new 4.05 b):

- 4.05 a) The grievance shall be referred to arbitration within forty (40) working days after the time limits set out in Step 2 of 4.02 above. The grievance shall be submitted to an Arbitration Board consisting of three (3) members or a single arbitrator. First, one (1) shall be designated by each party. Then, the two (2) designated members shall mutually agree to the appointment of a chairperson.
- b) **The expenses of the arbitrator shall be borne equally between the employer and the union.**
- c) The arbitration hearing shall be held in the province where the grievance originated.
- d) The grievor has the right to an arbitration hearing in the official language of his or her preference. The cost of interpreter or simultaneous translation services if required, will be borne equally between the Employer and the Union.

#### [5] ARTICLE 6 – CHECK-OFF

Amend Article 6.01 to read:

- 6.01 Upon receipt of authorization as required by law, the Employer agrees to deduct the amount authorized as union fees, dues and assessments, from each pay, and transmit the monies as collected to the Treasurer of the Union ~~within seven (7) days of each pay period~~ **not later than the 15<sup>th</sup> day of the following month,** together with a list of employees for whom deductions were made.

[6] ARTICLE 11 – WAGES AND ALLOWANCES

Delete Article 11.03:

~~11.03 Upon an employee's request, payroll deductions will be made for Canada Savings Bonds.~~

[7] ARTICLE 11 – WAGES AND ALLOWANCES

Amend Article 11.05 to read:

**11.05 Overtime Meal and Transportation Allowances**

- 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~~ **\$10.00** and up to ~~\$10.00~~ ~~for-reimbursed~~ transportation costs with a receipt. If an employee is required to work after midnight they shall be given an additional meal allowance of ~~\$6.00~~ **\$10.00**.
- 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~~ **\$10.00**.

[8] ARTICLE 11 – WAGES AND ALLOWANCES

Amend Article 11.06 to read:

**11.06 Child and Elder Care Costs**

An employee working overtime which involves additional ~~babysitter~~ **documented child or elder care costs** will be reimbursed \$6.00 per hour per **dependent** to help defray such additional expenses. Employees who are assigned to work out of town, or who participate on joint committees with the Employer, will be reimbursed for any additional receipted ~~child or elder~~ care costs incurred beyond those for which the employee is normally responsible.

**[9] ARTICLE 11 – WAGES AND ALLOWANCES**

Delete Appendix “C” and move the identical language to a new 11.08 b).

Amend Article 11.08 a).

~~APPENDIX "C" – LETTER OF UNDERSTANDING – RE: ARTICLE 11.08 – COST-  
OF-LIVING BONUS~~

**11.08 Cost-of-Living Bonus**

- a) 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 2017; namely 130.8 (2002 base = 100). Re-accumulation of \$3.67 per week for each point or major portion thereof shall recommence at 140.0. A further buffer of seven (7) per cent shall apply beyond the figure published for the month of December 2018 and in the same manner annually for each December during the term of this agreement.
- b) The parties acknowledge and agree that as per the Memorandum of Agreement signed on March 17, 2007, changes to the appropriate cost-of-living index figures, in this Article, are housekeeping changes only and not substantive changes and that similar housekeeping changes should be made in future collective agreements unless otherwise negotiated.

**[10] MEMORANDUM ITEM ONLY**

The parties understand that the Employer can direct employees to utilize employer provided parking where it exists and that the Transportation Allowance provided for in Article 11.09 is not applicable in that case.

**[11] ARTICLE 11 – WAGES AND ALLOWANCES**

Delete Article 11.10 b):

**11.10 Bilingual Bonus**

- (a) A seven (7) per cent bilingual bonus will be paid to those employees who, in the performance of their duties, are required to use the second official language 25% of their time.
- (b) ~~All persons in bilingual positions in the bargaining unit as at January 1, 1978 will not be adversely affected by the implementation of the 25% guideline.~~

**[12] ARTICLE 12 – HOURS OF WORK**

**12.08 – Sharing of Overtime**

Amend Article 12.08 to read:

Overtime and call-back assignments shall firstly be offered to the employee who is currently working on the same specific tasks during regular hours. Thereafter, if necessary, the offers shall be divided equally among the employees who are willing and qualified to perform the work that is available.

**[13] MEMORANDUM ITEM ONLY**

The parties understand that the Employer can implement mechanisms to reduce vacation balance liabilities by requiring employees to take additional vacation and/or by paying out all or part of existing balances, and that such is not inconsistent with the requirements described under Article 13.09.

CUPE will implement these mechanisms consistent with the following:

- Employees are required to use take their annual vacation entitlement as per Article 13.09 (a).
- Employees with a vacation bank balance at December 31, 2018 in excess of four (4) weeks will be required to reduce that balance by 25% annually through either taking additional vacation or vacation cash outs or a combination of both.

## [14] ARTICLE 13 – VACATIONS

Amend Article 13.10 to read:

### 13.10 Preference in Vacations

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 1<sup>st</sup> of each year for vacation leave between the following May 1<sup>st</sup> and October 31<sup>st</sup> and providing the leave form is submitted before September 1<sup>st</sup> for vacation leave between the following November 1<sup>st</sup> and April 30<sup>th</sup>. **All vacation leave requests will be approved or denied within 30 calendar days of the closing due dates of March 1<sup>st</sup> and September 1<sup>st</sup>.**

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.

## [15] 15.XX – NEW – Domestic Violence

X.1 The parties acknowledge that when domestic violence occurs, it is a significant social problem that can affect the health and well being of employees and their families.

When employees experience violence or abuse in their personal lives, it may affect their attendance or performance at work.

- X.2 a) The Employer agrees to provide the following leaves for victims of domestic violence:
- i. Five (5) days leave with pay.
  - ii. Twenty-six (26) weeks of unpaid leave in one consecutive period.
- b) Domestic violence leave may be taken for the following purposes:
- i. To seek medical attention for the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence.
  - ii. To obtain services from a victim services organization.
  - iii. To obtain psychological or other professional counselling.
  - iv. To relocate temporarily or permanently.

- v. To seek legal advice or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

### **X.3 Access and Approval**

The foregoing leaves are accessed by request to, and approval of, the Managing Director of Human Resources.

### **X.4 Confidentiality**

The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or as required by law, or with the consent of the employee.

### **X.5 Discipline**

The Employer agrees that no discipline will be imposed against an employee if their attendance or performance at work suffers as a direct result of experiencing domestic violence.

### **X.6 Workplace Policy**

The Employer will maintain a workplace policy on preventing and addressing domestic violence at the workplace. The policy will include information on how employees can report incidents of domestic violence.

### **X.7 Workplace Supports and Training**

Human Resources employees who will administer the leaves and the policy will be trained in domestic violence and privacy issues.

## **[16] ARTICLE 16 – LEAVE OF ABSENCE**

**Amend Article 16.02 to read:**

### **16.02 Bereavement Leave**

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.



Bereavement leave is provided for use at the time of the death. Where the burial or funeral service is postponed to a future date, bereavement leave entitlement may be reserved for that future time.

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.

## [17] ARTICLE 16 – LEAVE OF ABSENCE

### 16.05 – Pregnancy/Maternity, Parental and Adoption Leave Without Pay

Amend Article 16.05 (a)(i) and (b) to read:

#### (a) (i) Pregnancy/Maternity Leave Without Pay

Employees who have completed a minimum of three (3) months service before the anticipated birth of a child shall be granted a pregnancy/maternity leave without pay, without loss of seniority or benefits for a period of up to seventeen (17) weeks. **Where an employee will take further leave as standard or extended Parental Leave as provided for in 15.06 (b), the period of leave under this paragraph will be limited to sixteen (16) weeks consisting of the one (1) week E.I. waiting period and fifteen (15) weeks E.I. benefits period.** Pregnancy/Maternity leave must be requested in writing at least two (2) weeks prior to the anticipated commencement of this leave. An employee who becomes pregnant shall notify the employer at least ten (10) weeks prior to the expected date of the termination of the pregnancy.

#### (b) Parental Leave Without Pay

Employees who have completed a minimum of three (3) months service before the anticipated birth of a child shall be granted parental leave without pay, without loss of seniority or benefits for a period of up to thirty-seven (37) weeks **in the case of standard parental leave, or sixty-one (61) weeks in the case of extended parental leave.** Parental leave must be requested in writing at least two (2) weeks prior to the anticipated commencement of this leave. **The election of requesting standard or extended parental leave must be made in the initial request.** Leave taken in conjunction with 15.06 (a) or 15.06 (b) cannot exceed fifty-two (52) weeks in total **in the case of standard parental leave, or seventy-seven (77) weeks in the case of extended parental leave.** Either birth parent who intends to apply for parental leave shall notify the employer at least ten (10) weeks prior to the expected date of the termination of the pregnancy.

**[18] ARTICLE 16 – LEAVE OF ABSENCE**

**16.05 – Pregnancy/Maternity, Parental and Adoption Leave Without Pay**

Amend title in Article 16.05 (i) to read:

~~Extended~~ Additional Parental Leave Without Pay

**[19] ARTICLE 16 – LEAVE OF ABSENCE**

**16.06 – Supplemental Unemployment Benefits (SUB)**

Amend Article 16.06 to read:

- (a) Employees who have completed nine (9) months service prior to commencement of leave as described in 15.06 (a), (b) or (c) shall be entitled to Employment Insurance (E.I.) SUB payments. During the EI one-week waiting period the Employer shall pay 95% of the employee's normal basic salary. During the following fifteen (15) weeks in the case of pregnancy/maternity leave or thirty-five (35) weeks in the case of adoption or parental leave, the Employer shall supplement the weekly EI payments up to 95% of the employee's basic salary. In the case of adoption leave, during the following fifteen (15) week period, the Employer shall continue to pay the difference between the maximum E.I. payment, which was received during the initial thirty-five (35) week period and 95% of the employee's basic salary during the initial thirty-five (35) week period. **During the sixty-one (61) weeks, in the case of extended parental leave, following the fifteen (15) weeks of pregnancy/maternity leave, the Employer shall supplement the weekly E.I. payments up to 60% of the employee's basic salary.**

**The final week of leave immediately following the end of the entitlement period based on any combination of E.I. benefits for pregnancy/maternity, adoption or standard parental will be paid by the employer at 95% of the employee's basic salary (formerly the second week of the E.I. waiting period). This paragraph does not apply to extended parental leave.**

- (b) It is understood between the parties that payment of the SUB is governed by the Employment Insurance Act, which, under CUPE's approved plan, requires that:
- (i) the combined weekly level of E.I. benefits and SUB payments and other earnings not exceed 95% of the employee's normal weekly earnings during the actual employment insurance period;
  - (ii) employees disentitled or disqualified from receiving employment insurance benefits be ineligible for SUB payments under this Article except if serving the E.I. waiting period;

- (iii) the right to SUB payments be solely for supplementation of employment insurance benefits during the government-approved payment period (to a maximum of fifty (50) weeks for maternity leave, or thirty-five (35) weeks for **standard parental leave; or sixty-one (61) weeks for extended parental leave;**
  - (iv) in order to receive SUB payments, employees must make application for and be in receipt of employment insurance benefits and provide such proof of eligibility to the Employer;
  - (v) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- (c) Employees on pregnancy/maternity, parental or adoption leave who receive E.I. maternity or parental benefits may be required by Revenue Canada to reimburse to Revenue Canada a portion of said benefits if taxable salary for the year is above a certain level. In such cases, the Employer will pay to the employee (upon submission of appropriate verification) said amount reimbursed to Revenue Canada.

## **[20] ARTICLE 16 – LEAVE OF ABSENCE**

### **16.09 – Leave for Union Activities**

#### **Amend Article 16.09 (a) to read:**

- (a) Employees shall be granted leave of absence without pay when delegated to perform necessary union activities. Such time shall not exceed three (3) weeks per employee in any one (1) year. When such leave involves a period of one (1) week (five (5) working days) or more, the Employer will be provided with at least two (2) weeks advance notice in writing. In all other instances, leave for union activities for periods of less than one (1) week's duration will be granted provided that the work requirements of the Employer permit it. ~~The one hundred (100) days provided for in Article 3.04(a) are included in the above-mentioned three (3) weeks.~~

## **[21] MEMORANDUM ITEM ONLY – PENSION PLAN**

### **Consolidation of pension related collective agreement provisions.**

**The Settlers will meet during the term of the collective agreement with the goal of agreeing on consolidating pension related collective agreement provisions.**

**[22] ARTICLE 24 – STAFF CHANGES AND PROMOTIONS**

**Article 24.03 – Copies of Agreement**

**Amend Article 24.03 (d) to read:**

- (d) All schedules and appendices herein referred to and/or attached to this Agreement are deemed to form an integral part of this Agreement.

**[23] Appendix “A” – Salary Schedule**

**Add Facilities Coordinator**

**[24] NEW Appendix – SMARTPHONES – GROUP ‘A’**

Basic (no cost to CUPE) smartphones will be provided to employees in Group ‘A’, Appendix “A”. The devices will operate within the National mobility plan and shall remain the property of CUPE.

**[25] Delete Appendix “T”:**

**~~APPENDIX “T” – 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.~~

[26] Delete Appendix "U":

~~APPENDIX "U" – LETTER OF UNDERSTANDING – RE: RECLASSIFICATION COMMITTEE~~

~~The parties agree that to assist the Reclassification Committee in carrying out its responsibilities pursuant to Article 8.06 of the Collective Agreement, it is necessary that the Committee members have access to job postings/job descriptions that reflect the current duties, responsibilities and qualifications of the positions/classifications referred to in Appendix "A" of the Collective Agreement.~~

~~The parties therefore further agree that a joint ad hoc committee comprised of two (2) representatives from COPE Local 491 and two (2) representatives from CUPE be established, to work with appropriate professional resources to be retained by CUPE mutually agreed upon by the parties, to review and, where necessary, prepare revised job postings/job descriptions that reflect the current duties, responsibilities and qualifications of the different positions/classifications currently encumbered by employees across the country who are members of the bargaining unit including but not limited to clerk-typist and secretary positions.~~

~~The committee should be established, and should begin to meet at its earliest convenience in 2010, but no later than March 31, 2010. The committee, in consultation with the professional resources retained to assist this committee, will undertake to complete this work by June 30, 2013. 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.~~

[27] Term: January 1, 2018 to December 31, 2021

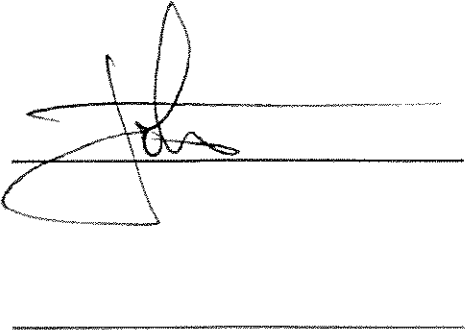
[28] Appendix "A" – Salary Schedule:

- Effective January 1, 2018 increase all rates by 2%
- Effective January 1, 2019 increase all rates by 2%
- Effective January 1, 2020 increase all rates by 2%
- Effective January 1, 2021 increase all rates by 2%

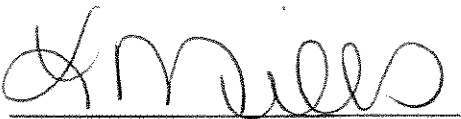

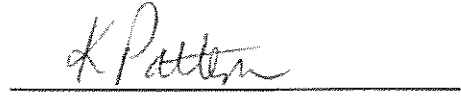


All amendments and provisions take effect on date of ratification unless otherwise noted.

Signed this 28<sup>th</sup> day of November 2018, in Ottawa.

For CUPE:

  
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For COPE 491:

  
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